



*EXHIBIT "A"*

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**ORIGINAL**

**CONTRACT**

**Between the**

**City of Warren, Ohio**

**and**

**The Ohio Patrolman's Benevolent Association**

**For Police Officers**

**Effective January 1, 2014**

<u>TERM OF AGREEMENT</u> .....	2
<u>ARTICLE 1 -PURPOSE OF AGREEMENT</u> .....	2
<u>ARTICLE 2 - RECOGNITION</u> .....	3
<u>ARTICLE 3 - THE CITY'S MANAGEMENT RESPONSIBILITIES</u> .....	4
<u>ARTICLE 4 - UNION REPRESENTATION</u> .....	5
<u>ARTICLE 5 - NO STRIKE OR LOCK-OUT</u> .....	7
<u>ARTICLE 6 - UNION SECURITY AND DUES CHECK OFF</u> .....	8
<u>ARTICLE 7 - PLEDGE AGAINST DISCRIMINATION AND COERCION</u> .....	10
<u>ARTICLE 8 - LABOR/MANAGEMENT</u> .....	11
<u>ARTICLE 9 - ADJUSTMENT OF GRIEVANCES</u> .....	12
<u>ARTICLE 10 - DISCIPLINARY PROCEDURE</u> .....	15
<u>ARTICLE 11 - SENIORITY</u> .....	17
<u>ARTICLE 12 - TERMINATION OF AGREEMENT</u> .....	20
<u>ARTICLE 13 - LABOR-MANAGEMENT MEETINGS</u> .....	21
<u>ARTICLE 14 - LAYOFF AND RECALL</u> .....	22
<u>ARTICLE 15- HOURS OF WORK</u> .....	23
<u>ARTICLE 16 - PAY PROVISIONS</u> .....	24
<u>ARTICLE 17 - MISCELLANEOUS ALLOWANCES</u> .....	28
<u>ARTICLE 18 - SICK LEAVE</u> .....	30
<u>ARTICLE 19 - MILITARY LEAVE</u> .....	32
<u>ARTICLE 20 - SERVICE CONNECTED DISABILITY</u> .....	33
<u>ARTICLE 21 - SEPARATION AND TERMINATION PAY</u> .....	37
<u>ARTICLE 22 - SEVERANCE PAY</u> .....	38
<u>ARTICLE 23 - HOLIDAYS</u> .....	40
<u>ARTICLE 24 - VACATION</u> .....	41
<u>ARTICLE 25 - EXEMPLARY ATTENDANCE AWARD DAY</u> .....	43
<u>ARTICLE 26 - HEALTH CARE BENEFITS</u> .....	44
<u>ARTICLE 27 - LIFE INSURANCE</u> .....	45
<u>ARTICLE 28 - FAMILY AND MEDICAL LEAVE</u> .....	46
<u>ARTICLE 29 - PROFESSIONAL LIABILITY INSURANCE</u> .....	48
<u>ARTICLE 30 - OPBA OFFICE</u> .....	49
<u>ARTICLE 31 - EMPLOYEE RIGHTS</u> .....	50
<u>ARTICLE 32 - PERSONNEL FILES</u> .....	52
<u>ARTICLE 33 - CHEMICAL AND MECHANICAL TESTING</u> .....	53
<u>ARTICLE 34 - SEVERABILITY CLAUSE</u> .....	67
<u>ARTICLE 35 - TIME CLOCK POLICY</u> .....	68
<u>ARTICLE 36 - PAY CHECK DISBURSEMENT</u> .....	69
<u>ARTICLE 37 - DETRIMENTAL FORCE/CRITICAL INCIDENT</u> .....	70

## **TERM OF AGREEMENT**

This Agreement shall be effective as of January 1, 2014 and except for the terms that are expressly excluded, shall remain in effect until December 31, 2016 or until a new agreement is executed, whichever is later, as provided Ohio Revised Code 4117.

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

The collective bargaining agreement, hereinafter referred to as “Agreement”, entered into by the City of Warren, hereinafter referred to as the “City” and the Ohio Patrolman’s Benevolent Association, hereinafter referred to as the “OPBA” has as its propose the following:

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

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

Section 3: To assure the effectiveness of service by providing an opportunity for employees to meet with the City, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the Ohio Revised Code, and Federal laws, City of Warren Ordinances, laws, City of Warren Civil Service Rules, the Constitution of the State of Ohio and the constitution of the United States of America.

Section 4: To assure the right of every employee to fair and impartial treatment.

Section 5: To provide an opportunity for the OPBA and the City to negotiate as to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the agreement for the employees in the certified bargaining unit.

## ARTICLE 2 – RECOGNITION

Section 1: The City recognizes the OPBA as the sole and exclusive representative for the purpose of negotiating wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Agreement for those employees of the City in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include those individuals employed full-time, holding the following classification: Police Officer.

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

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

### **ARTICLE 3 - THE CITY'S MANAGEMENT RESPONSIBILITIES**

Section 1: The OPBA 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 OPBA shall recognize that the City has and will retain the full right and responsibility to direct the operation of the Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to, the following unless modified by the expressed term of this Agreement:

- A. 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; and
- B. Direct, supervise, evaluate, or hire employees; and
- C. Maintain and improve the efficiency and effectiveness of the City's operations; and
- D. Determine the overall methods, process, means or personnel by which the City's operations are to be conducted; and
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees; and
- F. Determine the adequacy of the work force; and
- G. Determine the overall mission of the City as a unit of government; and
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the City as a governmental unit.

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

## ARTICLE 4 – UNION REPRESENTATION

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

Section 1: **LOCAL OPBA OFFICIALS**: The OPBA shall provide to the City with an official roster of its officers which is to be kept current at all times, and shall include the following:

- A. Name
- B. Address
- C. Union Office Held
- D. Home Telephone

Section 2: **GRIEVANCE MEETINGS**: A local 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 regular pay and such activity shall be with proper regard to the City's operational needs and work requirements. All local 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. The total number of OPBA members that will be permitted to attend a grievance meeting is three (3) without loss of pay for scheduled working hours.

Section 3: **NEGOTIATING COMMITTEE**: The City agrees to pay the OPBA negotiating committee for their regular scheduled duty hours lost during agreed upon negotiation scheduled meetings between the OPBA and the City.

This benefit will be limited to a maximum of six (6) members of the bargaining unit.

Section 4: **UNION ACTIVITIES**: The City agrees that during scheduled working hours OPBA associate members, grievance representatives, and alternates or any other three (3) designated members shall be granted reasonable time off from duty hours with pay for the purpose of fulfilling their Local Union related responsibilities.

This benefit shall be limited to a maximum of four (4) hours per month for the listed members above excluding those hours for which they are involved in negotiations, grievance meetings or attending conferences.

Such time off from scheduled work hours must be arranged for in advance and approved by the Police Chief or his designee, and shall not be unreasonably denied.

Section 5: **CONFERENCES OR SEMINARS:** In the event that the OPBA requests the attendance of local OPBA members to a national or state union conference, or any seminar related to job activity, the local OPBA associate member and one (1) appointed designee from the OPBA shall be permitted up to five (5) days per year to attend such meetings, with no loss of pay, time, or benefits. Employees may utilize other available paid leave for the purpose of this Article. The employees shall make written requests for such leaves of absence at least ten (10) calendar days in advance of the requested date. The requests that cannot be made at least ten (10) calendar days in advance that have been denied by the Police Chief can be requested to the Director. The written request must be accompanied with documentation of the event. Said request for leave shall not be unreasonably denied.

Section 6: **WORKPLACE ACCESS:** The City agrees that non-employee representatives of the OPBA shall have full and free access to the premises to discuss and conduct OPBA business; except that the City shall have been given reasonable notice of such visits and that normal and required duty and work shall not be subjected to interruptions and harassments.

Section 7: **BULLETIN BOARDS:** The City shall provide exclusive bulletin board space for use by the OPBA for the purpose of posting notices.

All notices which appear on the OPBA bulletin board shall be posted by the designated union official. OPBA notices relating to the following matters may be posted:

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

All other notices not covered by A-G above must receive prior approval of the Police Chief or his designee, during his absence.

## ARTICLE 5 – NO STRIKE OR LOCK-OUT

Section 1: **STRIKE PROHIBITED**: The service performed by the officers included in this Agreement are essential to the public health, safety and welfare. Therefore, while this Agreement is in effect there shall be no interruption of the work for any cause whatsoever, nor shall there be any work slow-down or their interference with public services.

When the city notifies the OPBA by certified mail that any of its members are engaged in any such activity, as outlined above, the OPBA shall immediately conspicuously print notice over a signature of an authorized representative of the OPBA to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the OPBA fail to post such notice, the City shall have the option of canceling this Article of this Agreement.

Section 2: **LOCK-OUT PROHIBITED**: The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members, unless those members shall have violated Section 1 of this Article.

## **ARTICLE 6 – UNION SECURITY AND DUES CHECK OFF**

Section 1: The City and the OPBA agree that membership in the OPBA is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probation period. The probation period for the purposes of this Article is the first year an employee is employed in the Police Department in an occupation so designated as a bargaining unit position. However, dues and assessments may be deducted from new employees of bargaining unit positions after thirty (30) days of employment with the City.

Section 2: The City agrees to deduct OPBA membership dues from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. An employee who signs a Payroll Deduction Authorization Form will forward the original to the City's Auditing Department. Upon receipt of the proper authorization form, the Auditor will deduct OPBA dues from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted by the City. A check, equal to the amount of the deductions, shall be remitted to the OPBA within thirty (30) days of the date such deductions were made. The Payroll Deduction Authorization Form used will be approved by both the City and the OPBA.

Section 3: It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the OPBA 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 OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

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

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

Section 6: It is agreed that neither the employee nor the OPBA shall have claim against the City for errors in the processing of deductions. If a claim of error is made to the City, in writing within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that OPBA dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of said dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 7: Deductions provided for in this Article shall be made on the second pay of each month. In the event a deduction is not made for any OPBA member during any particular pay,

the City, upon written verification of the OPBA, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The City will not deduct more than two (2) months regular dues from the pay of any OPBA member.

Section 8: Dues authorizations under Section 2 may be revoked by Union members during the term of this agreement. 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.

Section 9: 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 sixty (60) days of service and who are not members of the Union.

Section 10: The amount to be deducted monthly shall be equal to the Union dues deducted for Union members. However, a rebate procedure shall provide for a rebate of expenditures made by the Union in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. The aggregate Fair Share Fees along with the regular Union dues deducted shall be transmitted to the OPBA located at 10 Beech Street, Berea, Ohio 44017, or other address prescribed by the OPBA.

## **ARTICLE 7 – PLEDGE AGAINST DISCRIMINATION AND COERCION**

Section 1: The City and the OPBA agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, or national origin.

Section 2: The City agrees not to interfere with the rights of employees to become members of the OPBA and there shall be no disparate treatment, interference, restraint or coercion by the City or any City representative, against any employee because of OPBA membership, or because of any legal employee activity in an official capacity on behalf of the OPBA.

Section 3: The OPBA agrees not to interfere with the rights of the employees to not become members of the OPBA, and there shall not be disparate treatment, restraint or coercion by the OPBA or its representative, against any employee exercising the right to abstain from membership in the OPBA or involvement in OPBA activities.

Section 4: The OPBA recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit.

Section 5: All reference to gender in this Agreement shall be construed to be equally applicable between male and female gender.

## **ARTICLE 8 – LABOR/MANAGEMENT COMMUNICATIONS**

Section 1: **REGULATIONS, POLICIES, DIRECTIVES**: The City will forward to the OPBA Director, or his designee, a copy of any written instrument, i.e. rules, regulations, policies or procedures governing or pertaining to personnel and/or the operations of the Warren Police Department ten (10) days prior to its implementation.

Section 2: The Rules and Regulations of the Police Department shall be furnished to all new members of the bargaining unit in written form. Once the Rules and Regulations are updated, a new written copy shall be furnished to all members.

## ARTICLE 9 – ADJUSTMENT OF GRIEVANCES

Section 1: There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his 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.

Section 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 Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, or those matters which are controlled by the provisions of Federal and/or State laws, and/or by the United States or Ohio State Constitutions.

Section 3: A grievance must be submitted to the formal grievance procedure within ten (10) calendar days after the grievant knows or should have known the facts giving rise to the grievance.

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

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

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

Any grievance not answered by the City’s representatives within the stipulated time limits, may be advanced by the employee, associate member or staff representative to the next step in the grievance procedure.

The grievant need not be present at any grievance hearing so long as a Union representative is present.

Copies of responses to written grievances will be given to both the grievant and the appropriate Union representative(s).

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

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

- B. Date grievance was filed in writing; and
- C. Date and time grievance occurred; and
- D. Where grievance occurred; and
- E. Description of incident giving rise to the grievance; and
- F. Articles and sections of the Agreement violated; and
- G. Desired remedy to resolve grievance.

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

Step 1: The grievance must be submitted in writing to the Police Chief, or his designee within the time limits set forth in Section 3 herein. The Police Chief, or his designee will arrange for a meeting with the grievant, with or without a representative of the local union. This grievance meeting is to take place within seven (7) calendar days following the receipt of the grievance. The Police Chief shall notify the grievant or union representatives at least three (3) days prior to this grievance meeting. The Police Chief, or his designee shall provide a written response to the grievance within seven (7) calendar days after the grievance meeting has been held.

Upon mutual agreement between the OPBA and the Director, a grievance may be submitted directly to arbitration.

In the extended absence of the Police Chief, the grievance may be submitted at the Step 2 of the grievance procedure. The Step 2 time limits shall begin once the grievant or union representative has received the step 1 answer.

Step 2: If the grievance is not resolved in Step 1, it may then be appealed by the grievant to a meeting between the Director of Public Service and Safety or his designated representative and the aggrieved, with or without a representative of the local union and/or legal representative as optioned by the grievant. The appeal in Step 2 must take place within seven (7) calendar days of the response in Step 1. The Director or his/her designee shall hold a Step 2 grievance meeting within seven (7) calendar days of the appeal. The Director shall notify the grievant or union representatives at least three (3) days prior to this grievance meeting. The Director or his/her designee shall render a decision to the aggrieved within seven (7) calendar days after a grievance meeting has been held.

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

Step 4: Arbitration: If the grievance is not satisfactorily settled at Step 3, the Union may, within ten (10) calendar days after the conclusion of the Step 3 mediated session or ten (10) calendar days after receipt of the Step 2 answer, whichever occurs later, submit the grievance to final and binding arbitration. The OPBA 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. All FMCS expenses shall be paid by the OPBA. 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. The arbitrator shall limit his decision to the interpretation, application or enforcement of specific Articles of this Agreement. The arbitrator shall act in a judicial, not legislative capacity, and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not submitted to him.
- B. 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.
- C. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- D. 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 borne by the losing party, except that in split awards or the reduction of discipline, the fees and expenses of the arbitrator shall be borne as determined by the arbitrator. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 7: 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 OPBA and may be extended by mutual agreement between the City and the OPBA.

Section 8: When an employee covered by this Agreement represents himself in a grievance, no settlement shall be in conflict with this Agreement.

Section 9: The OPBA shall use a grievance form, which shall provide the information outlined in Section 5.

## ARTICLE 10 – DISCIPLINARY PROCEDURE

- A. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and the efficient service. The City may take disciplinary action against any employee in the bargaining unit only for just cause. The City may take disciplinary action for actions which occur while an employee is working for the City, or in instances where the employee's conduct violates his oath of office. Forms of disciplinary action that may be considered are:
1. Verbal warnings.
  2. Written Reprimand
  3. Suspension without pay (at the option of the employee, and with the approval of the employer, accrued vacation or holiday time may be forfeited equal to length of the suspension. Record of suspension will be maintained.
  4. Reduction in rank.
  5. Discharge.
- B. In disciplinary matters, the supervisor filing charges must advise the Officer that departmental charges will be filed.
- C. Whenever the City determines that an employee may be disciplined for just cause, a disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. At least twenty-four (24) hours prior to the disciplinary hearing, all evidence to be used at the hearing shall be made available to the employee and/or their representation. Any evidence to be used by the City, that is obtained subsequent to this submittal, shall be given to the employee as soon as possible.
- D. The charges being filed must include the following:
1. The specific violation.
  2. The date and time of the alleged violation.
  3. Place where the alleged violation occurred.
  4. A complete narrative concerning the alleged violation.  
(who, what, where, when and why)
- E. Charges being filed against an Officer by a supervisor must be filed in writing with the Police Chief. In the extended absence of the Police Chief, the charges may be presented directly to the Acting Police Chief for investigation and hearing.
- F. The Police Chief, after receiving the charges will notify the Officer and his representative of the OPBA in writing of the charges.
- G. A disciplinary hearing shall be held within ten (10) calendar days after receipt of charges by the Officer with the Police Chief. The time limits in this paragraph (E) may be extended by mutual agreement between the parties. At said hearing and at every step of the grievance procedure, the Officer shall be guaranteed the following rights:

mutual agreement between the parties. At said hearing and at every step of the grievance procedure, the Officer shall be guaranteed the following rights:

1. The right to representation by the OPBA and/or any attorney.
  2. The right to confront his accuser.
  3. The right to remain silent.
  4. The right to call witnesses in his behalf.
  5. The right to appeal as covered in the grievance procedure of the Agreement.
- H. The OPBA has the right to have three (3) of its representatives and an attorney present at all disciplinary hearings.
- I. After considering all testimony concerning the alleged violation, the Police Chief shall rule on the said violation and notify parties concerned in writing of his decision within ten (10) calendar days of the hearing.
- J. The disciplinary hearing shall be a matter of record and all testimony and evidence shall be recorded by a method to be decided upon by mutual agreement of the OPBA and the Police Chief.
- K. In the event that the Police Chief, decides against said Officer, the Officer shall have the right to appeal said decision at the second step of the grievance procedure and the matter shall be handled in accordance with that procedure through the arbitration step if deemed necessary.
- L. The principles of progressive discipline and of due process provisions of equal protection under the law shall be the foremost goal of any and all disciplinary considerations and administrations of justice. Circumstances surrounding the need for discipline shall be determined at what level progressive discipline shall begin. Any counseling or training shall not be used as a basis for progressive discipline.
- M. If the original discipline issued to an OPBA member exceeds a five (5) day suspension and that discipline is decreased in any fashion, all Union witnesses and representatives who are also members of the bargaining unit shall be paid for hours spent at hearings or arbitrations regarding the matter. If the original discipline was less than a five (5) day suspension, witnesses and representatives shall not be compensated for off-duty hours spent at hearings or arbitrations unless the result is "no discipline".

## ARTICLE 11 – SENIORITY

Section 1: Seniority shall be defined by the length of continuous service of a full time employee appointed as a Warren Police Officer.

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

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

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

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

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

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

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

1. Discharge for just cause;
2. Retirement;
3. Layoff for more than five (5) years;
4. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
5. Failure to return at the expiration of a leave of absence;
6. A resignation where the employee is re-employed or re-instated after thirty-one (31) calendar days or more.

Section 4: Benefits do not accumulate while an employee is on layoff status.

Section 5: The City will post a current seniority list in the Department showing the continuous service of each employee. A copy of the seniority list shall be furnished to the OPBA.

Section 6: **PROBATIONARY EMPLOYEE**: New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first calendar year and will receive no continuous service credit during such period. Probationary employees may file

and process grievances under this Agreement but may be laid off or discharged as exclusively determined by the City. Probationary employees continued in the service of the City subsequent to the first calendar year shall receive full continuous service credit from date of original hiring.

Section 7: **SHIFT PREFERENCE**: The Police Chief has the sole authority to determine the schedule necessary within the Police Department, except that the normal shifts shall be 7:00 a.m. to 5:00 p.m., 2:00 p.m. to 12:00 a.m., and 9:00 p.m. to 7:00 a.m. (this provision specifically excludes those officers working COPS, TMHA, Narcotics and Court Security). The open schedule shall be posted in the roll call room thirty (30) days prior to implementation. The posted schedule shall be filled-in to reflect the chosen slots as bid. Slots must include four (4) consecutive work days and three (3) consecutive days off and shall not be rotating. Bargaining unit members assigned within the emergency services division who have more than one (1) year of service shall have the right to bid. The selection of slots will be made and completed by October 17 and April 16 of each year starting with the most senior patrol officer. No officer shall bid before any more senior officer, except that any officer who fails to bid within sixteen (16) hours of being notified of his/her opportunity to bid shall lose his seniority position but will be permitted to bid when he/she appears at the roll call room. Any officer who has not bid by October 17 or April 16 shall be permanently placed on the schedule by the Police Chief. Officers may bid in person, by phone or by proxy through an OPBA steward. Trumbull Metropolitan Housing Authority (TMHA), COPS and Court Security assignments are not part of the emergency division, however, prior to October 1 and April 1 of each year, emergency services officers and TMHA, COPS and Court Security officers with three (3) or more years of service who wish to be part of the TMHA, COPS and Court Security detail shall request this assignment in writing to the Police Chief. Prior to the selection of schedules, the Police Chief shall assign the required number of officers to the TMHA, COPS and Court Security detail from the list of officers who have requested the assignment. All patrol officers with three (3) or more years of service who wish to be part of TMHA, COPS and Court Security positions shall indicate their desire for such positions to the Police Chief. The Chief shall then make appointments to such positions using seniority as the determining factor so long as all job related qualifications are met. If there is not a sufficient number of officers requesting TMHA, COPS and Court Security assignments, the Police Chief shall fill the remaining TMHA, COPS and Courts Security detail from available officers with three (3) years or less seniority. If there is still not a sufficient number of officers, the least senior officers with more than three (3) years of service shall be assigned to the TMHA, COPS and Court Security detail. The selection of schedules shall then be completed. Court Security assignments are subject to the Municipal Court Judge's approval. TMHA assignments are subject to approval of the Housing Authority.

In regard to detective, juvenile, narcotics, the Police Chief retains right to assign. However, upon completion of six (6) months after assignment, the assigned patrolman shall have the right to opt-out of the assignment.

The Police Chief has the right to establish and assign patrol officers to temporary (thirty (30) calendar days or less) special emergency schedules required to meet emergency situations that may arise without regard to seniority. No officer shall be placed on a second thirty (30) day emergency assignment until all available (i.e. not on workers' compensation, vacation, sick leave, etc.) patrol officers have been assigned at least once. When the Police Chief determines an emergency exists where schedules need changed, there shall be at least a telephone conference between the Chief or his designee, the Director of Human Resources and an OPBA

Representative prior to rescheduling any officer(s) to establish the circumstances of what is the emergency.

In the event an officer is removed from a special assignment who had not previously bid on one of the existing slots, he/she will be permitted to choose which schedule he/she wishes to work until the next bidding period. Officers within the emergency services division that mutually agree to switch their shift and days off, must request permission, in writing, to the Police Chief for approval. Changes must not be for less than a thirty (30) day period.

**Section 8: POSTING AND BIDDING:**

- A. The City shall post all vacant or new non-emergency, non-ESD assignment, which is intended to be filled by a bargaining unit member for a period of three (3) days after such assignment, is known to occur. All police officers may bid for the assignment through the Police Chief or his designated representative.
- B. All bids within the three (3) day period shall be reviewed by the Police Chief and the interviews of those bidders shall occur. The assignment will be filled at Police Chief's sole discretion.

**Section 9: ZONE PREFERENCE:** ESD shift zone assignments shall be made by seniority giving preference to the senior police officer. Compelling circumstances may justify denial of an officer's preference. The parties shall interpret "compelling" in a strict sense.

## **ARTICLE 12 – TERMINATION OF AGREEMENT**

Except as otherwise provided elsewhere in this Agreement, this Agreement shall terminate in accordance with Ohio Revised Code Section 4117. Any party wishing to modify and/or amend this Agreement at its expiration shall provide notice in accordance with Ohio Revised Code Section 4117.

## ARTICLE 13 – LABOR-MANAGEMENT MEETINGS

Section 1: In the interest of sound labor-management relations, the parties agree that labor-management meetings shall be held quarterly and 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 up to four (4) bargaining unit representatives and a legal representative will be scheduled at mutually agreed upon dates and time.

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

- A. Discuss the administration of this Agreement;
- B. Notify the OPBA of changes made by the City which affect bargaining unit members;
- C. Discuss ways to improve the delivery of services;
- D. Consider and discuss health and safety matters relating to employees.

Section 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 14 – LAYOFF AND RECALL

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

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

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

Section 3: Recall shall be in the inverse order of layoff and a laid off employee shall retain his/her right to recall for five (5) years from the date of his/her layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within fourteen (14) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his/her position and forfeits all rights to employment with the Employer. Any recalled member requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirement within twelve (12) months of recall. Any training required in this section shall be at the City's expense.

Section 4: There shall be no part-time police officers employed by the City of Warren.

## ARTICLE 15 – HOURS OF WORK

Section 1: **WORK DAY**: The regular hours of work each day shall be consecutive to include interruptions for lunch periods of thirty (30) minutes per shift and subject to call. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods. Each shift shall have a regular starting time and quitting time.

Eight (8) consecutive hours of work, plus fifteen (15) minutes of roll call time, within a twenty-four (24) hour period shall constitute a regular work day, except in the Emergency Services Division (ESD).

For ESD, ten (10) consecutive hours of work, plus fifteen (15) minutes of roll call time, within a twenty-four (24) hour period shall constitute a regular work day.

Section 2: **WORK WEEK**: The regular work week shall consist of five (5) work days as prescribed in Section 1 of this Article, except in ESD.

For ESD, the regular work week shall consist of four (4) consecutive ten (10) hour days. All time worked by Emergency Service Division Police Officers in excess of ten (10) hours shall be compensated at the employee's overtime hourly rate. The guaranteed roll call per annum will be forty-four (44) hours under the ten (10) hour workday schedule.

Section 3: **PAY PERIOD**: The pay period shall consist of fourteen (14) consecutive days beginning with Sunday midnight shift which begins 11:00 p.m. Saturday, except in ESD.

For ESD, the pay period shall consist of fourteen (14) consecutive days beginning with Sunday midnight shift which begins 11:00 p.m. Saturday.

Section 4: All paid hours shall be considered hours worked for the calculation of overtime.

Section 5: **BENEFIT TIME USAGE**: Notwithstanding any other provision of the contract, all benefit time may be used in one (1) hour increments. This includes, but is not limited to, sick leave, vacation and personal days.

- A. Time-off requests that have been previously approved by the Police Chief shall not be denied at a later date, unless the Director has approved the denial. Once an officer has been given approval of a time-off request, the officer may not work that day without prior approval of the Police Chief.
- B. Compensatory time-off (time coming) requests shall not be denied when submitted at least ninety-six (96) hours in advance of the date requested.

**ARTICLE 16 – PAY PROVISIONS**

Section 1: **WAGES**: The following hourly rates shall be for the position of Police Officer in the Warren Police Department:

	<u>1-1-14</u>	<u>1-1-15</u>	<u>1-1-16</u>
Police Officer (3 years of service or more)	\$24.33	\$24.69	\$25.06

The following hourly rates shall be paid to Police Officers hired after January 1, 2011:

	<u>1-1-14</u>	<u>1-1-15</u>	<u>1-1-16</u>
6 years or more service	\$21.89	\$22.22	\$22.55
4-5 years of service	20.43	20.74	21.05
3-4 years of service	18.98	19.26	19.55
2-3 years of service	17.52	17.78	18.05
1-2 years of service	16.06	16.30	16.54
0-1 years of service	14.60	14.82	15.04

The Director of Public Service and Safety may start an experienced police officer at any pay step, but only to aid in recruitment.

Section 2: **OVERTIME**:

- A. One and one-half (1-1/2) times the hourly rate shall be paid for the number of hours worked in excess of the regular work day as follows.

Overtime shall apply in intervals of one-tenth (1/10) of an hour with no pay prior to six (6) minutes [i.e. five (5) minutes of overtime, no pay; six (6), seven (7), eight (8), nine (9), ten (10), and eleven (11) minutes, one-tenth (1/10) of an hour's pay] for the first twenty-three (23) minutes. Overtime of twenty-four (24) minutes or more shall be paid as one (1) hour. Once the overtime work is complete, the employee may leave the worksite.

- B. One and one-half (1-1/2) times the hourly rate shall be paid for the number of hours worked in excess of forty (40) hours per week.
- C. In the event an officer works in excess of one (1) regular work day in a twenty-four (24) hour period, he shall be compensated at a rate of one and one-half (1-1/2) times his hourly rate for the period in excess of one (1) regular work day.
- D. Any officer who makes an off-duty arrest shall receive a minimum credit of three (3) hours of work for felonies, and one (1) hour for misdemeanors (exclusive of traffic violations), or the actual amount of hours required, whichever is greater, computed at one and one-half (1-1/2) times his hourly rate.
- E. Call-In Pay is defined as payment for work assigned by the Police Chief or any other member of the City's chain-of-command and performed by an officer at a time

disconnected from regular and pre-scheduled hours of work. Work done in this manner shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for a minimum of four (4) hours. If said work exceeds the minimum four (4) hours, the officer shall be compensated for actual time worked at a rate of one and one-half (1-1/2) times the regular pay rate.

- F. Up to four hundred eighty (480) hours of overtime so granted as per the above mentioned paragraphs may be placed into time coming hours at the option of the officer involved. This maximum shall reflect the time an officer has requested to "cash out" as per H.
- G. **Pyramiding of Overtime.** Whenever two (2) or more overtime or premium rates may appear applicable to the same hour of hours worked by an officer, there shall be not pyramiding of such overtime.
- H. An officer 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.
- I. **ESD Overtime Equalization.** Overtime shall be offered based on seniority to officers with at least one (1) year of City service. A rotation shall be used. Officers shall be passed only if they refuse an overtime position or accept an overtime position.
  - 1. When overtime becomes available, it shall first be offered to officers from the shift upon which the overtime is available by seniority.
  - 2. If no officers from the same shift accept the overtime, then it will be offered to the officers from the prior shift by seniority.
  - 3. If still not accepted, it will be offered to the officers from the next shift by seniority.
  - 4. There shall be no sign up sheet for overtime. In cases of pre-determined overtime, officers will be personally asked (i.e. in person or via telephone) if they desire to be considered for overtime. Scheduling and placement of officers for pre-determined overtime shall be based upon the pre-existing clause, Article 16, Section 2, Subsection I.
- J. Bargaining unit members shall be offered the right to work and have the right of first refusal, on the details listed below. In the event that a sufficient number of patrolmen do not bid on the work, then all members of the department will be eligible to bid for and work the extra duty. The extra duty work covered by this section includes Step Grants (traffic details), DUI task force details, COPS in shops details, School Grant details, and other Special Programs funded by governmental grants.

Section 3: **ROLL CALL:** Roll Call time shall be fifteen (15) minutes of duty time prior to the start of each shift at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Each bargaining unit employee shall be guaranteed fifty-five (55) hours annually or actual sessions attended for Roll Call time minus any time docked except in ESD. For ESD the

Each bargaining unit employee shall be guaranteed fifty-five (55) hours annually or actual sessions attended for Roll Call time minus any time docked except in ESD. For ESD the guarantee is forty-four (44) hours. New members shall be entitled to a pro-rated amount based on their length of first year's service time.

Section 4: **COURT APPEARANCE TIME**: Any court appearance (municipal, common pleas, civil or grand jury, and federal judicial body) or call in by the Prosecutor for case preparation, which must be made during off duty time, shall be compensated for as follows:

- A. A minimum of two (2) hours at the rate of one and one-half (1-1/2); or actual time spent at the rate of one and one-half (1-1/2) if over said minimum.
- B. The above shall apply separately for appearance at the A.M. and P.M. sessions of court involving separate cases.
- C. Any officer, off-duty, who is required or requested by the Police Chief, or the Law Department to prepare and file charges relating to any offense, shall be entitled to a minimum of two (2) hours pay at the rate of one and one-half (1-1/2) or actual time spent at the rate of one and one-half (1-1/2) if over said minimum.
- D. If an officer has been subpoenaed and the court case or hearing is canceled and the officer is notified within sixteen (16) hours of the scheduled appearance time, the officer shall be paid one (1) hour at straight time. If the cancellation occurs more than sixteen (16) hours and the officer is notified before the scheduled time, there shall be no compensation paid.

Section 5: **LONGEVITY**: Bargaining Unit Members will be paid longevity on the basis of the following formula:

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

After five (5) full years of service with the City of Warren – three dollars and twenty-three cents (\$3.23) per biweekly pay period for each full year of service.

Section 6: **SHIFT DIFFERENTIALS**: All bargaining unit employees who work the afternoon or midnight shift shall receive in addition to their regular pay, forty-five cents (45¢) and fifty cents (50¢) per hour respectively as additional compensation.

The differential payments provided for in this Section shall be added to the total wages and shall not increase the hourly rate. Section shall not apply to call out time.

Shift differential shall be paid each pay period.

Section 7: **VACANCIES**:

Temporary - A Police Officer who performs the duties of a Sergeant or a Lieutenant, or who replaces a Sergeant or Lieutenant, shall be paid the hourly rate of the rank filled for such periods as he/she performs, the duties of the higher rank.

Permanent – Whenever it is determined that there is a permanent vacancy in the classification of Sergeant, through promotion, retirement, death or the creation of a new position, said vacancy shall be filled as soon as possible in accordance with Civil Service Laws or Regulations.

Section 8: **MEAL ALLOWANCE**: A meal allowance of one half (½) hour pay at straight time will be paid to employees who are required to work more than four (4) hours overtime after completion of a regular eight (8) hour shift only. (ten (10) hour shift for ESD)

Section 9: **STAND-BY-PAY**: An officer who is restricted as to where they may go or what they may do in order that they may return to duty upon call shall be paid for that time at one-half (1/2) their hourly rate for four (4) hours or actual time whichever is greater.

Section 10: **FIELD TRAINING OFFICER PAY**: Any Police Officer who is assigned as a Field Training Officer (i.e. training a probationary police officer) shall be paid one half (1/2) of the difference between the top Police Officer's hourly rate of pay and the Sergeant's hourly rate of pay, in addition to his/her regular hourly rate of pay.

Section 11: **PENSION PICK-UP**: The employer shall pay on behalf of each Bargaining Unit Member, a portion of the member's share of the Police and Fire pension contribution to the State of Ohio Police and Fire Pension Fund in accordance with the rules of State of Ohio Police and Fire Pension Fund. This amount shall be equal to ten percent (10%) of each employee's gross wage.

## ARTICLE 17 – MISCELLANEOUS ALLOWANCES

Section 1: Uniform Allowance: A uniform allowance of five hundred dollars (\$500.00) shall be paid to each member of the bargaining unit.

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

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

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

Any uniform component or personal item (i.e. glasses, contact lenses, watches) damaged in the line of duty, without negligence on the part of the officer shall be replaced at the City's expense to a maximum of one hundred dollars (\$100.00) per year per officer, except that glasses and contacts shall be replaced at full cost. An employee requesting compensation shall file a request describing loss, circumstances, and replacement cost (receipts) with the Chief of Police upon a pre-determined request form. This request shall be forwarded to City Hall, where upon receipt the City shall compensate the requesting employee on the next pay period.

The City shall initially supply any newly required item made part of the uniform at the City's expense. It shall then be part of the officer's responsibility under Uniform Allowance.

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

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

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

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

Section 3: **EDUCATIONAL COURSES**: The City shall make full payments of fees and tuition for any accredited university courses completed toward a law enforcement or related degree program up to six (6) credit hours per semester on nine (9) credit hours per quarter. The number of such attendants shall be determined by the Administration.

Those attending officers shall not suffer the loss of any pay for such travel time and/or time spent in attendance of the authorized classes during their regularly scheduled working period. Each attending officer shall maintain passing grades and upon the request of the Administration, shall furnish confirmation of attendance and of passing grades. If passing grades are not maintained, the officer shall be held liable to repay to the City all monies allocated to him or paid on his behalf under this Section. To be eligible to attend, officers must be formally accepted by the university and meet its requirements and must have completed two (2) full years of employment with the Warren Police Department, or shall repay to the City all monies allocated to him or paid on his behalf under this Section. Should a question arise as to what is an "accredited university course", or a "related course", the question shall be finally decided upon by an agreement between the Police Chief and the Director of Public Service and Safety.

Section 4: **EDUCATION ALLOWANCE**: Bargaining Unit members who obtain a law enforcement or related Associate, Bachelor's or Master's Degree shall be paid for the highest degree obtained as follows:

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

Related degrees shall be decided by an agreement between the Police Chief and the Director of Public Service and Safety but any criminal justice or social science degree shall be considered "law enforcement related under this section.

Section 5: **CANINE ALLOWANCE**: All canine officers (those police officers assigned to a dog) shall receive five (5) hours of overtime per week for the off-duty time necessary to care for their dog. All other costs associated with the dogs shall be paid or arranged for by the City.

## ARTICLE 18 – SICK LEAVE

Section 1: **SICK LEAVE CREDIT**: Each member of the bargaining unit hired prior to January 1, 1996, 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.

Effective January 1, 2002, each member of the bargaining unit with five (5) or less years of employment with the City shall accumulate sick leave with pay at the rate of three and one-half (3.5) hours for each completed eighty (80) hours of service including all City paid leave and the accumulation of sick leave shall not be limited.

Effective January 1, 2002, each member of the bargaining unit with more than five (5) years of employment with the City shall accumulate sick leave with pay at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service including all City paid leave and the accumulation of sick leave shall not be limited.

Section 2: **SICK LEAVE PROCEDURE**: The Police Chief in conjunction with the Director of Public Service and Safety or his designee has the authority to approve the use of sick leave.

Section 3: **SICK LEAVE PROCEDURE**:

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

Section 4: **BEREAVEMENT LEAVE**: In the event of a death in the employee's immediate family, (spouse, parent, step-parent, child, step-child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law), the employee shall be granted no less than three (3) and up to five (5) consecutive days (four (4) consecutive days in ESD) 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, with the agreement of the Director of Public Service and Safety and the employee, 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.

Section 5: **SICK LEAVE TRANSFERRING**: Effective January 1, 1986, any employee hired by the City into a bargaining unit position shall not be credited with sick leave for prior public service except for actual service with the City of Warren, Ohio.

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

A. Documentation. The Director of Public Service and Safety or his designee may require a signed medical certificate from a licensed physician in all of the following instances:

1. From any employee who has shown a pattern of abuse.
2. From any member of the bargaining unit who has completed their new hire probationary period that has less than a forty (40) hours balance of accumulated sick leave, unless the member has gone below forty (40) hours because of an FMLA qualifying event.
3. From any employee who uses three (3) consecutive days of sick leave.

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

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

## ARTICLE 19 – MILITARY LEAVE

A. OPBA 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.

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

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

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

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

E. Each OPBA 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.

## ARTICLE 20 – SERVICE-CONNECTED DISABILITY

Section 1: **PAYMENT OF WORKERS' COMPENSATION WAGE BENEFIT**: In the event of an injury while in the active discharge of duty, 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:

- A. For the lost time in which medical certification has been submitted stating the need for the employee to be off work and the period of time the employee shall remain off work. The medical certificate must be filed within three (3) work days. An "Agreement to Reimburse" must accompany medical certification.
- B. 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. This pay shall be non-taxable. If the Internal Revenue Service in the future deems these wages to be taxable, the City shall pay the employee his/her gross pay.
- C. For the lost time exceeding one-hundred four (104) weeks, the employee shall have the option to use his sick leave, vacation or other compensatory time or be placed on unpaid Workers' Compensation leave of absence.
- D. 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 guaranteed roll call, longevity, hazardous duty pay, uniform allowance, uniform maintenance allowance, education allowance, sick leave, holidays, personal days, vacation, health benefits or life insurance.
- E. Any employee receiving Workers' Compensation Wage Benefits shall be handled as a day turn employee, except that they are entitled to pay for court appearance at straight time for a one (1) hour minimum in addition to their regular Workers' Compensation Wage Benefits.
- F. Any employee receiving Workers' Compensation Wage Benefits for two (2) weeks or longer, unless incapacitated as verified by employee's physician of record, shall, on each pay day, report, 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.

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

- A. An "INJURY REPORT" within fourteen (14) calendar days of the time of injury.

- B. If time is lost, a "**WORKERS' COMPENSATION CLAIM FORM**", within three (3) work 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.

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 Chief of Police within the outlined time limits. If extenuating circumstances arise because of an incapacitating injury, the injured employee's Chief of Police shall have the forms submitted timely and if unable to do so the time limits shall be extended. If the injured employee fails to submit the forms timely, the amount of time he lost due to injury shall be charged as sick leave. The employee shall then be entitled to any benefits the Bureau of Workers' Compensation may allow.

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

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

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

Section 5: **LIGHT DUTY**: The City shall make every possible attempt to find alternate work assignments for employees on injury leave who may be able to perform lighter duties, limited to work normally defined as a police function. The light duty assignment shall be on the officer's regular shift unless compelling (parties shall interpret compelling in a strict sense) reasons justify the assignment to another shift. To be eligible for light duty an employee must be progressing towards regular duty.

Section 6: **PHYSICAL EXAMINATIONS**: The City at its discretion, may require an employee who is receiving service connected injury benefits, to submit to a physical examination conducted by a facility within a one hundred (100) mile radius of Warren City Hall, approved to make a functional capacity evaluation.

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 as provided by the Ohio Revised Code Section 4123.651 (B).

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 the prescribing physician that an employee is capable of returning to his/her regular or special assigned duties and the employee fails to report to work as scheduled, the employee will no longer be eligible to receive pay benefits under the service connected injury leave contractual provisions.

In the event there exists two opposing medical opinions (i.e. employee's physician and the physician representing the City of Warren), as to the capability of employee returning to his/her regular or special assigned duties, the two opposing physicians shall agree upon a neutral, third party physician, who will conduct an examination and render his/her decision. The determination of this third party physician shall be the determining factor as to when and if the employee should remain on injury leave or return to work in either his/her regular job or light duty assignment.

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

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

**AGREEMENT TO REIMBURSE**

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

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

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

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

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

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

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Date

**ACCEPTED FOR THE CITY OF WARREN**

By: \_\_\_\_\_

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

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

**ARTICLE 21 – SEPARATION AND TERMINATION PAY**

Section 1: A member of the bargaining unit who is separated or terminate from the City shall be entitled to all time coming and any lawfully accumulated vacation time paid at their regular rate of pay at the time of separation or termination.

## ARTICLE 22 – SEVERANCE PAY

Section 1: Severance Pay shall be paid to any member of the bargaining unit who retires (for purposes of this section, "retirement" means disability retirement or service retirement under an applicable State Public Retirement System which immediately entitles the retiree to benefits under such system) under the following formula:

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:

- A. 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 thirty (30) days accumulated, unused sick leave, whichever is less.
- B. If a member has been in active service with the City for at least ten years but less than fifteen years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for sixty (60) days accumulated, unused sick leave, whichever is less.
- C. 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 ninety (90) days accumulated, unused sick leave, whichever is less.
- D. 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 one hundred twenty (120) days accumulated unused sick leave, whichever is less.

Section 2: 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.

Section 3: For purposes of this Section, the years of service set forth in this Section for an employee 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.

Section 4: If an employee 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.

Section 5: 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 employee receives any other regular payments such as longevity and shift differential. The amount to be added to the hourly rate shall be computed by dividing the amounts paid to the employee during

the final full month of employment by one hundred seventy-three and thirty-four hundreds (173.34) hours.

Section 6: City employees who are eligible for severance pay pursuant to this Article will receive their severance pay benefits within thirty (30) days of the time they terminate their employment with the City unless a mutual agreement has been reached to pay at a later date.

Section 7: Severance pay shall be in addition to any other benefits an employee may be entitled to upon retirement, death or disability.

Section 8: Employees with fifteen (15) or more years of Service with the City of Warren may purchase their service weapon for \$1.00 upon retirement or disability excluding mental disability.

## ARTICLE 23 – HOLIDAYS

Section 1: **PAY FOR HOLIDAYS WORKED**: Hours worked by a member of the bargaining unit under this Agreement on any of the holidays specified below shall be paid at the rate of time and one half (1-1/2) for each hour's work plus eight (8) hours of additional holiday pay. These worked hours shall be deemed overtime.

Jan. 1 (New Years' Day)	The 1 <sup>st</sup> Monday of Sept. (Labor Day)
Jan. 15 (Martin Luther King)	Oct. 12 (Columbus Day)
Feb 22 (President's Day)	November 11 (Veteran's Day)
May 15 (Police Memorial Day)	The 4 <sup>th</sup> Thursday of Nov. (Thanksgiving Day)
May 30 (Memorial Day)	The day after Thanksgiving
July 4 (Independence Day)	December 25 (Christmas Day)

All employees shall work holidays if the holiday falls on a normal work day.

Section 2: **PAY FOR HOLIDAYS NOT WORKED**: An eligible officer who does not work on a holiday specified in Section 1 shall receive eight (8) hours pay for the day.

- A. If an Officer is scheduled to work on any such holiday but fails to report and perform this scheduled or assigned work, he shall become ineligible for pay for the unworked holiday, unless he has failed to so work because of sickness or because of death in the immediate family or similar good cause. When requested to do so, the Officer must furnish satisfactory proof of absence.
- B. An eligible Officer, as used in this Section is one who works as scheduled or assigned both on his last scheduled work day prior to and his first scheduled work day following the day on which the holiday is observed, unless he has failed to so work for the reasons specified in the paragraph above.

Section 4: **PERSONAL DAYS**:

- A. Bargaining unit employees hired January 1 thru June 30 will be permitted to take sixteen (16) hours off during the calendar year. Bargaining unit employees hired July 1 thru December 31, will be permitted to take eight (8) hours off during the calendar year. Thereafter, they shall receive benefit per the provisions set forth in Section 4(B).
- B. In addition to the above-listed holidays, each employee in the bargaining unit will be permitted to take thirty-two (32) hours off during each calendar year without any loss of pay for the eight (8) hours; however, no holiday premium will be paid. Personal days may be taken in one (1) hour increments. These personal days may be selected by the employee with proper approval of supervision.

## ARTICLE 24 - VACATION

Section 1. **VACATION BENEFITS**: Each officer shall be entitled to vacation under the following formula:

<u>Length of Service</u>	<u>Vacation</u>
After having completed 1 year of service	80 hours
After having completed 5 years of service	120 hours
After having completed 11 years of service	160 hours
After having completed 17 years of service	200 hours
After having completed 23 years of service	240 hours

Section 2. **VACATION ACCUMULATION**: Vacation time shall be accumulated on a bi-weekly basis and shall be made known to the employee via his/her payroll check stub per the following formula:

After having completed 1 year of service	3.077 hrs/pay period
After having completed 5 years of service	4.615 hrs/pay period
After having completed 11 years of service	6.154 hrs/pay period
After having completed 17 years of service	7.692 hrs/pay period
After having completed 23 years of service	9.231 hrs/pay period

In accordance with this language, the day after an employee has completed either five (5), eleven (11), seventeen (17) or twenty-three (23) years of credited vacation service, the employee will receive an additional forty (40) hours of vacation credit which is to be reflected immediately in the individual employees accumulated vacation credit hours.

Section 3. **ADDITIONAL VACATION REQUIREMENTS**: Each vacation period shall commence on any day of the work week subject to the approval of the Police Chief. Vacation is a benefit to be used at the employee's discretion. A request for vacation shall be subject to approval of supervision. Unused vacation time must be used within a period of three (3) years; therefore employees will not be permitted to accumulate any vacation time until such time as their accumulation is below the three (3) year maximum. The maximum will be as follows except that these accumulation levels may be extended by the Director:

<u>Length of Service</u>	<u>Maximum Vacation Accumulation</u>
After having completed 3 -4 years of service	240 hours
After having completed 5 years of service	280 hours
After having completed 6 years of service	320 hours
After having completed 7 years of service	360 hours
After having completed 11 years of service	400 hours
After having completed 12 years of service	440 hours
After having completed 13 years of service	480 hours
After having completed 17 years of service	520 hours
After having completed 18 years of service	560 hours
After having completed 19 years of service	600 hours
After having completed 23 years of service	640 hours
After having completed 24 years of service	680 hours
After having completed 25 years of service	720 hours

Section 4. **SERVICE CREDIT**: Effective January 1, 1986 any employee hired by the City into bargaining unit position shall only receive vacation service credit for actual time as a City of Warren, Ohio employee.

**ARTICLE 25 - EXEMPLARY ATTENDANCE BONUS**

When an officer has perfect attendance, he/she shall be paid a bonus, as follows:

January 1 thru April 30	\$200.00
May 1 thru August 31	\$200.00
September 1 thru December 31	\$200.00

This payment shall be made on the last pay in May, September and January, respectively. The only days that an officer can take off and still have perfect attendance are the benefit days for vacation, holidays, personal days, compensatory time, and bereavement leave used for the death of the immediate family (i.e. spouse, parent, stepparent, child, stepchild, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or sister-in-law) and Workers' Compensation Wage Benefits the first forty (40) hours of the injury.

## ARTICLE 26 – HEALTH CARE BENEFITS

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

1. No coverage shall apply until an 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) or retirement.
3. No coverage shall apply immediately after separation or termination.

Benefits shall be as in the EXHIBIT A SCHEDULES (EXHIBIT B SCHEDULE shall apply for those members hired after January 1, 2011) and as follows:

1. Dental cap is \$2,000.00.
2. The City will contribute \$6.95 per month to a vision plan as designated by the OPBA for all bargaining unit members for benefits as determined by the OPBA.

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

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

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

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

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

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

# Your Summary of Benefits



**City of Warren  
Blue Access® (PPO) – OPBA-Police Blue**

**Exhibit A –Option 1**

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

# Your Summary of Benefits

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

# Your Summary of Benefits

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

## Notes:

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

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

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

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

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

## Precertification:

# Your Summary of Benefits

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

**Pre-existing Exclusion Period: none**

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

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

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



## Summary of Benefits

### Dental Benefit Summary

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

### Plan Information

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

### Coverage Information

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

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

### General Exclusions

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

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

Deductibles apply.

The plan does not pay for:

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

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

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

1 Restrictions apply and may be subject to medical necessity.

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

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

## HOW TO OBTAIN YOUR VISION BENEFITS

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

### Cleveland

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

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

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

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

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

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

### How to file a Claim

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

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

### AFSCME Care Plan Selected Providers

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

# Your Summary of Benefits



**City of Warren  
Blue Access® (PPO) – OPBA-Police Blue**

**Exhibit B- Option 2**

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

# Your Summary of Benefits

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

# Your Summary of Benefits

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

# Your Summary of Benefits

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- 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.



## Summary of Benefits

### Dental Benefit Summary

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

### Plan Information

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

### Coverage Information

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

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

#### General Exclusions

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

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

Deductibles apply.

The plan does not pay for:

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

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

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

1 Restrictions apply and may be subject to medical necessity.

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

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

## HOW TO OBTAIN YOUR VISION BENEFITS

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

### Cleveland

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

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

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

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

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

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

### How to file a Claim

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

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

## AFSCME Care Plan Selected Providers

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

**ARTICLE 27 – LIFE INSURANCE**

Life insurance benefits for police officers covered under this Labor Contract will be as follows:

Life  
Insurance  
\$20,000

Accidental Death and  
Dismemberment Insurance  
\$20,000

## ARTICLE 28 - FAMILY AND MEDICAL LEAVE

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

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

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

Family and medical leave shall be limited as follows:

1. To the twelve (12) month period starting from the birth or placement of a child or the first day of need due to a serious health condition.
2. To a combined total of twelve (12) workweeks if both spouses are employed by the City for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.
3. The leave must be taken in consecutive eight (8) hour work days except where it has been determined that it is "medically necessary" as related to a serious health condition to take a leave intermittently or by working a reduced workweek. Intermittent or reduced workweek family and medical leaves will only be considered in cases of serious health condition of the employee or an immediate family member. Intermittent or reduced workweek family and medical leaves will not be granted for birth or because of placement for adoption or foster care of a child. During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement.
4. All family and medical leave shall be unpaid except that for the birth of or placement of a child for adoption or foster care, the employee may use up to twelve (12) weeks of sick leave from the birth of or placement of a child for adoption or foster care.

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

1. any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility;

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

Health care providers include:

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

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

Employees seeking to use family and medical leave must provide:

1. thirty (30) day advance notice of the need to take family and medical leave when the need is foreseeable;
2. medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the City;
3. second and third medical opinions and periodic recertification when the City requires such at the City's expense;
4. periodic reports during family and medical leave on the employee's status and intent to return to work; and,
5. a "fitness-for-duty" certification to return to work.

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

The employee is not required to use any pay benefits prior to use of Family and Medical Leave.

**ARTICLE 29 – PROFESSIONAL LIABILITY INSURANCE**

The City will maintain at its expense, Police Professional Liability Insurance at the following amounts:

Each Person	\$1,000,000 maximum amount
Each Incident	\$1,000,000 maximum amount
Aggregate	\$1,000,000 maximum amount

### ARTICLE 30 – OPBA OFFICE

The City shall allocate a specified office for sole use by the OPBA within the confines of the Municipal Justice Building to be furnished with no less than one (1) desk, one (1) locking filing cabinet, three (3) chairs and an unrecorded telephone with 1-800-long distance capability for OPBA business use.

No officer who is scheduled for work shall be permitted use of or conduct OPBA business within such office unless as permitted by this Contract and express approval has been given by the Turn Commander.

## ARTICLE 31 – EMPLOYEE RIGHTS

Section 1: An employee has the right to the presence and all advice of an OPBA representative at all non-command disciplinary interrogations.

Section 2: An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Miranda rights before any interrogation.

Section 3: Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that such refusal to answer questions or participate in such investigation will be basis of such a charge.

Section 4: Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational standards require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. No procedures may be taped unless both parties are informed of such audio tape recording. If the employer requires that an interrogation be recorded, the employee being interrogated may simultaneously record his own tape of the interrogation.

Section 5: An employee will be informed of the nature of any investigation prior to any questioning. If the employee being questioned is a witness and not under investigation at that time, he shall be so advised of this fact. Even when not the subject of an investigation, an employee shall be entitled to Union Representation.

Section 6: An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the personnel file and may have a representative of the OPBA present. A request for one copy of the items included in the personnel file shall be honored at no cost, if the employee had not been supplied with at least one copy. Additional copies shall be provided at the same cost as the public pays for such copies of public records. All items in an employee's personnel file with regard to complaints and investigations will be clearly marked with respect to the final disposition.

Section 7: In the course of an internal affairs investigation, a polygraph examination and/or voice stress analysis test may be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 8: All complaints by civilians which may involve suspension or discharge of an employee shall be in writing and signed by the complainant. The employer will furnish a copy of the complaint to employee whom the complaint has been filed against when such employee is notified of the investigation.

Section 9: In the event the City is engaged in an internal, non-criminal investigation of any officer covered by this contract and upon which no charge has been filed, said officer shall, as soon as practical, be notified in writing that he is being investigated and as to the nature of the investigation.

Section 10: At the time that any bargaining unit member is notified to report for an internal investigation and upon the bargaining unit member's request, he shall be provided an opportunity within a reasonable time frame to contact an OPBA employee representative or OPBA non-employee representative for the purpose of representation. An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations. The City shall issue no news releases, photographs, or other documents which identify said officer. All records subject to Ohio Public Records Law will be released.

## ARTICLE 32 – PERSONNEL FILES

Section 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.

A. The City of Warren shall not post or furnish personnel information (i.e. pictures, home addresses, telephone numbers or personal family information) of bargaining unit members, upon an internet website.

Section 2: Every Bargaining Unit Member shall be allowed to review the contents of his 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.

Section 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 Member's personnel file.

A. Personnel files, maintained in the Office of Human Resources, shall be the sole method of record keeping, as it relates to bargaining unit members performance, employment and disciplinary history.

Section 4: Records of written warnings and reprimands shall cease to have force and effect one (1) year from the date of issuance, provided there has been no intervening discipline for the same type of similar infractions. Any record of discipline of any other kind shall cease to have force and effect two (2) years from the date of issuance, provided there has been no intervening discipline for the same type of similar infractions.

Section 5: Bargaining Unit Members shall be permitted to enter into their personnel file any favorable data such as but not limited to, letters of commendation, educational diplomas, and awards.

## ARTICLE 33 – DRUG AND ALCOHOL POLICY

### **I. PURPOSE:**

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

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

### **II. POLICY:**

The following provisions are being established to ensure and maintain that the bargaining unit members remain free from drug and alcohol abuse:

- A. Provide for periodic random drug screening and alcohol testing for bargaining unit members.
- B. Provide for the Director of Public Service and Safety or his/her designee to order a drug screen and/or alcohol breathalyzer tests immediately when there is reasonable suspicion that an employee has been using unauthorized drugs or alcohol.
- C. Chemical or mechanical testing may be administered to any bargaining unit member to determine their fitness for duty, or when there is reasonable suspicion to believe the employee may be unfit for duty.
- D. The procedure shall mirror that required by the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program.

### **III. EMPLOYEE RESPONSIBILITIES:**

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

- A. Avoiding the use of, and any involvement with, illegal drugs;
- B. Avoiding use of alcohol while on City premises and controlling off-the-job use of alcohol and other substances so as to ensure that such use does not adversely affect safety, productivity or job performance;
- C. Using medication or prescription drugs only in accordance with prescriptions and physician's directives and providing notice to supervisors of such use in accordance with Section IV.C. of this policy;

D. Abiding by the terms of this policy;

E. If charged or convicted of violating a criminal drug statute, notifying City management within five (5) calendar days of the conviction.

#### **IV. PROHIBITIONS:**

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

B. **Alcohol.** The unauthorized use of alcohol by an employee while on the City's premises shall be subject to disciplinary action, up to and including termination of employment. Off-duty use of alcohol must not affect safety, productivity or performance while on the job.

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

#### **V. EMPLOYEE ASSISTANCE:**

It is the City's policy to help any employee who has a substance-abuse problem, especially in situations where the individual seeks assistance. We will attempt to accommodate an employee who seeks and undergoes treatment and will attempt to protect the privacy of the individual. Employees who, prior to any reasonable suspicion, voluntarily seek assistance for a problem with drugs or alcohol will be referred to a substance abuse professional (SAP) for evaluation. The employee must abide by the rules of the Employee Assistance Program and recommendations of the SAP.

If you seek assistance for a problem with drugs or alcohol, contact the City's EAP Coordinator about available counseling, rehabilitation and employee assistance.

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

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

- Identify treatment resources;
- Provide access to resource file on providers of assistance;
- Provide problem assessment;
- Provide confidential counseling;
- Provide referral to counseling and/or treatment;

- Provide crisis intervention;
- Provide family support services;
- Conduct follow-ups during and after treatment;
- Conduct evaluation of job performance before and after program contact;
- Review insurance coverage (including out-patient as well as in-patient treatment); and
- Institute a mechanism to review employee complaints.

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

**VI. SUPERVISORY RESPONSIBILITY AND TRAINING:**

Supervisors are responsible for the following actions:

- A. Maintaining a work environment free from employee abuses of, or influences of, drugs or alcohol;
- B. Distributing this policy to, or otherwise notifying, all employees on the City's policies and expectations concerning a drug-free workplace;
- C. Supporting and disseminating information relating to our ongoing drug-free awareness program;
- D. Pursuant to the requirements of the Federal Drug-Free Workplace Act, notifying the Director of Public Service and Safety which an employee has been convicted of violating a criminal drug statute on City premises as soon as practical, but no later than five (5) calendar days after receiving notice under paragraph III.E. above. The Director of Public Service and Safety has the responsibility to further notify the appropriate contracting agency in writing of the violation within ten (10) calendar days after receiving notice from the employee under paragraph III.E. above.
- E. If any employee's conduct violates this policy, taking prompt and appropriate personnel action in accordance with this policy and federal law, and where an employee has been convicted of violating a criminal drug statute, taking such action within thirty 30 calendar days of receiving notice under paragraph III.E. above.

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

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

## **VII. DRUG AND ALCOHOL TESTING:**

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

1. Provide for the supervisor trained in the detection of alcohol and drug use, to order a drug screen and/or alcohol breathalyzer test(s) immediately when there is reasonable suspicion that an employee has been using drugs or alcohol.
  2. Drug or alcohol testing may be administered to any employee to determine their fitness for duty when there is reasonable suspicion to believe the employee may be unfit for duty.
  3. Provide for periodic random drug screening and alcohol testing for bargaining unit members.
  4. A refusal to submit to a drug or alcohol test or engage in conduct that clearly obstructs the testing process shall be treated as a positive test.
- A. RANDOM DRUG/ALCOHOL SCREENING - random drug screening and alcohol testing will be conducted periodically in accordance with the following procedures:
1. The employees selected for random drug screening and/or alcohol testing will be determined through a computerized random selection program which has been made available by the Data Processing Department.
  2. Employees selected for random drug and alcohol testing shall be tested on their first working day following the random selection.
  3. Employees who have been selected, will receive proper verbal and written confirmation from their supervisor. The written notification letter shall contain specific instructions for obtaining the urine specimen.
  4. 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.
  5. A certified provider, in accordance with established procedures, will administer the alcohol breathalyzer test.
  6. The City shall randomly test up to 15% of the members on an annual basis.
- B. DRUG OR ALCOHOL TESTING RESULTING FROM REASONABLE SUSPICION
- I. Drug Screening:
1. The Chief of Police or his 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.

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

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

**II. Alcohol Breathalyzer Test:**

1. The Chief of Police or his designee shall order the employee to report to the Warren Police Department or other certified provider for an alcohol test after the appropriate arrangements have been made, if there is reasonable suspicion that an employee is under the influence of alcohol.

**C. ACTION TO BE TAKEN:**

**I. Reasonable Suspicion:**

1. Employees who test positive for illegal drugs or alcohol shall be subject to discipline up to and including discharge.

**II. Random:**

1. Employees who test positive for the first time to illegal drugs or alcohol shall be referred to a substance abuse professional (SAP) for evaluation. The employee must abide by the rules of the Employee Assistance Program and recommendations of the SAP.
2. Employees who fail or refuse to cooperatively participate in the rehabilitation program are subject to immediate disciplinary action up to and including discharge.
3. Employees who test positive for the second time to the presence of illegal drugs or alcohol abuse are subject to immediate disciplinary action up to and including discharge.

**VIII. DRUG TESTING STANDARDS:**

Drug Class	Screening Test Level	Confirmation Test Level	Confirmation Method
Amphetamines	500 ng/mL	250 ng/mL	GC/MS
Barbiturates	300 ng/mL	300 ng/mL	GC/MS
Benzodiazepines	300 ng/mL	300 ng/mL	GC/MS
Cocaine metabolites	150 ng/mL	100 ng/mL	GC/MS
Marijuana metabolites	50 ng/mL	15 ng/mL	GC/MS
Methadone	300 ng/mL	300 ng/mL	GC/MS
Opiates	2000 ng/mL	2000 ng/mL	GC/MS

Phencyclidine	25 ng/mL	25 ng/mL	GC/MS
Propoxyphene	300 ng/mL	300 ng/mL	GC/MS
MDMA/Ecstasy	500 ng/mL	250 ng/mL	GC/MS
6-Acetylmorphine	10 ng/mL	10 ng/mL	GC/MS
Methaqualone	300 ng/mL	200 ng/mL	GC/MS
Expanded Opiates/Synthetic Narcotics	300 ng/mL	300 ng/mL	GC/MS

These detection thresholds are consistent with available technology have been established by the *Department of Health and Human Service (DHHS) / the Substance Abuse and Mental Health Services Administration (SAMHSA)* for each of the drug groups listed above. These detection thresholds will be used uniformly in the interpretation of all drug screen/drug confirmations, whether for post-offer, pre-employment or new hire examination; random examination; post-accident examination, reasonable suspicion examination; or follow-up examination. Only Department of Health and Human Services, DHHS/SAMHSA, certified laboratories will be utilized for drug confirmations.

Alcohol testing will be conducted by the contractor utilizing only certified equipment and/or testing methods and personnel. Alcohol concentrations exceeding 0.02% on the screening will require a breath alcohol confirmation test. A breath alcohol confirmation result equal to or greater than .04 grams per 210 liters of breath will be considered a verified positive result. In the event of an incident where an employee has a “whole blood” alcohol drawn at a medical treatment facility, a result equal to or greater than 0.04% shall be considered to be a verified positive result.

The City also expressly reserves the right to add or delete substances on the list set forth in the “Drugs Tested / Cut-Off Levels” section of this Policy. These changes may be made if, in the City’s discretion, they become warranted by the changing nature of abused substances, or if mandated by changes in existing Federal, State or local regulations or legislation.

**IX. DEFINITIONS:**

“**City Premises,**” “**City Property,**” “**Work Environment,**” “**Workplace,**” shall include property, facilities, land, offices, building, structures, trailers, equipment, automobiles, trucks, vehicles and parking areas, whether owned, leased, government furnished or otherwise under control of or used by the City. Also included in this definition are other work locations, including the job site of a customer, supplier or subcontractors or associate contractor.

“**Alcohol**” includes alcoholic beverages and any other intoxicating liquid that contains alcohol.

“**Alcohol Breathalyzer Test**” – A breath test used to measure blood alcohol level in accordance with Ohio Revised Code § 4511.19.

“**Computerized Random Selection**” – refers to an uncontrolled system of selection resulting from a computerized program.

**“Controlled Substances”** include, but are not limited to, amphetamines, marijuana, cocaine, opiates and phencyclidine. This list may be amended from time to time.

**“Employee(s)”** – (All) bargaining unit members.

**“Illegal Drugs”** includes any drug of which the sale, use or possession of is unlawful, including controlled substances.

**“Legal drug”, “Prescription Drug” and “Medication”** include drugs prescribed by a person’s physician and used as prescribed and over-the-counter drugs that have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

**“On Duty,”** for the purposes of this policy, means an employee’s regular work hours and all other times an employee spends performing City business, on or off City premises, including but not limited to, tasks specified in his/her job description, other assigned tasks, business travel and break periods.

**“Random”** – As prescribed by law, refers to all employees being exposed to the same “lottery” system of selection with no criteria being used for such process.

**“Under the Influence”** means, for the purposes of this policy, that the employee is affected by a drug, whether legal or illegal, alcohol or other substance, or the combination of a drug and alcohol, so as to impair or potentially impair the employee’s ability to perform his/her job. The symptoms of influence are not confined to those consistent with misbehavior and not limited to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by testing or observation based on reasonable suspicion.

**“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.

**“Criminal Drug Statute”** means a criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

**“Positive”** - Refers to screening for a controlled substance, a test which indicates the presence of a controlled substance outside of the drug testing standard limits.

**“Positive Test”** –When (1) a drug screening test indicates the presence of a controlled substance unless verified as a negative result by the Medical Review Officer, (2) a alcohol breathalyzer test indicates a blood alcohol level of .08 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.

**“Individual Substance Abuse Rehabilitation Program”** - Through a qualified organization, a rehabilitation program is established for an individual which sets forth a specific required treatment program for substance abuse.

**“Refusal To Submit (TO AN ALCOHOL OR CONTROLLED SUBSTANCES TEST)”** - means that an employee 1) fails to provide adequate breath for testing without a valid medical explanation after an employee has received notice of the requirement for breath testing in accordance with the provisions of this policy, 2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after an employee has received notice of the requirement for urine testing in accordance with the provisions of this policy, or 3) engages in conduct that clearly obstructs the testing process.

**“Drug Screening Tests (Forensic Urine Drug Screen)”** - A urinalysis test administered under approved conditions and procedures to detect any of the following: Marijuana, Cocaine, Opiates, Amphetamines, Phencyclidine (PCP).

**“Substance Abuse Professional”** - A licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

TO:

REF: NOTICE OF DRUG TESTING SELECTION

Be advised,

Your name has been randomly selected to participate in the drug screening program.

The results of the drug screen will be released to the Chief of Police, Director of Human Resources and/or their designated representatives on a confidential basis.

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Date

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Chief of Police

TO:

FROM:

REF: URINE SPECIMENS FOR DRUG TEST

You are to report to:  
**(Circle One)**

Valley Care-WorkMed  
8747 Squires Lane  
Warren, Ohio 44484

Valley Care-TMMG  
2600 Elm Rd.  
Cortland, Ohio 44410

or

HMHP-Corporate Care  
1296 Tod Pl  
Warren, Ohio 44485

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

**NOTE:** The employee is to be supplied a copy of the procedure that will be followed at the collection facility to obtain the urine specimen.

These procedures are in accordance with the established credited forensic requirement for "Employees in the work place" drug testing procedures.



**NOTICE TO APPLICANTS**

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

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

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

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

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

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

Abiding by the terms of the City's policy.

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

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

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

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

### SPECIAL SITUATIONS

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

## **ARTICLE 34 – SEVERABILITY CLAUSE**

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

Section 2: The parties agree that should any provisions of this Agreement be found to be invalid, that they will schedule a meeting within thirty days at a mutually agreeable date, time and place to meet and negotiate replacement language pursuant to O.R.C. 4117.

## ARTICLE 35 – TIME CLOCK POLICY

### I. Employee Punch Card

- A. Each employee shall be issued two (2) employee punch cards by the Department's payroll clerk, at no cost to the employee. Employees shall be issued new cards as needed.

### II. Clocking In

- A. Employees shall clock-in at the beginning of work.
- B. Employees who clock-in late for work shall have a five (5) minute grace period per day.
- C. Employees who are unable to clock-in shall have such inability verified by their Turn Commander.

### III. Clocking Out

- A. Employees shall clock out at the end of work.
- B. All overtime requests shall be approved by the employee's respective Division Commander.
- C. Overtime shall be paid in accordance with provisions as set forth in the prevailing contract.

### IV. Recording for Payment

- A. Employees shall be paid pursuant to the prevailing contract.
- B. The time sheet completed by the Turn Commander shall be the official record for payroll purposes.

### **ARTICLE 36 – PAY CHECK DISBURSEMENT**

Employees shall receive their pay on a biweekly basis. Disbursement shall be prior to the beginning of the day shift on the Friday following the close of each pay period. If the aforementioned Friday is a holiday, pay shall be disbursed no later than the end of the day shift on the last working day prior to the holiday.

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

**ARTICLE 37 – DETRIMENTAL FORCE/CRITICAL INCIDENT**

If the City, in its sole discretion, places an employee on administrative leave due to detrimental force or critical incident, it shall be without loss of pay or benefits.

Any officer involved in a shooting incident shall have access to a license mental health professional, chosen by the officer, paid for by the City not to exceed ten (10) visits or five (5) weeks immediately subsequent to the incident.

The parties hereto have executed this Agreement by their duly authorized representatives this \_\_\_\_\_ day of February, 2014.

**Ohio Patrolmen's Benevolent Association**

**City of Warren, Ohio**

By: \_\_\_\_\_  
S. Randall Weltman  
Attorney-at-Law

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

\_\_\_\_\_  
John Massaro  
Union Associate

\_\_\_\_\_  
David D. Daugherty, Attorney-at-Law  
and Personnel Supervisor  
Chief Spokesperson

\_\_\_\_\_  
Frank Dasoulias  
Union Associate

\_\_\_\_\_  
Brian M. Massucci  
Director of Human Resources

The parties hereto have executed this Agreement by their duly authorized representatives this 19th day of February, 2014.

**Ohio Patrolmen's Benevolent Association**

**City of Warren, Ohio**

By: S. Randall Weltman  
S. Randall Weltman  
Attorney-at-Law

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

[Signature]  
John Massaro  
Union Associate

[Signature]  
David D. Daugherty, Attorney-at-Law  
and Personnel Supervisor  
Chief Spokesperson

[Signature]  
Frank Dasoulias  
Union Associate

[Signature]  
Brian M. Massucci  
Director of Human Resources