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CONTRACT

BETWEEN THE

CITY OF WARREN, OHIO

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

For Communication Coordinators

Effective Date – July 1, 2014

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TERM OF AGREEMENT

This Agreement shall become effective on July 1, 2014. The provisions of this Agreement shall remain in effect until terminated as hereinafter expressly provided.

ARTICLE 1

PREAMBLE

This collective bargaining agreement, hereinafter referred to as "agreement," is entered into by and between the City of Warren, Ohio, hereinafter referred to as the "City" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

This Agreement is intended to formalize the understandings reached between the negotiating committees of the City and the OPBA, and to establish certain wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the agreement for employees classified as communication coordinators employed by the police department of the City of Warren.

Further, the purpose of this Agreement is to promote cooperation and harmonious relations between the City and its communication coordinators.

ARTICLE 2

UNION RECOGNITION

Section 1: The City recognizes the OPBA as the sole and exclusive representative for the purposes 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 the employees of the City in the bargaining unit.

Wherever used in this Agreement, "bargaining unit" shall be deemed to include those individuals employed by the City in the classification of communication coordinator, excluding part-time, seasonal, or temporary employees.

ARTICLE 3

DUES DEDUCTION

Section 1: During the term of this Agreement, the City shall deduct initiation fees and assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees in the Warren Police Department for whom the City is currently deducting dues.

Section 2: The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and by-laws. The OPBA shall certify to the City the amounts due and owing from the employees involved.

Section 3: The City shall deduct dues, initiation fees or assessments from the second pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4: A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5: The OPBA hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the City for any such liabilities or damages that may arise.

ARTICLE 4

MAINTENANCE OF MEMBERSHIP

Section 1: Effective upon the signing of this Agreement, any employee of the bargaining unit who is a member of the OPBA shall remain a member of the OPBA and continue dues deduction to the organization for the duration of this Agreement except that any such employee may withdraw his membership in the OPBA during the period commencing December 1, 2015 and ending December 31, 2015.

Section 2: Any employee hired after the signing of this Agreement who becomes a member of the OPBA shall remain a member of the OPBA for the duration of this agreement except that any such employee may withdraw his membership in the OPBA during the period commencing December 1, 2015 and ending December 31, 2015.

Section 3: 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 Finance 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 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 4: 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 5: The City shall be relieved from making such "check off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check off authorization in accordance with its terms or with applicable law.

Section 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 of the Fair Share Fee 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 PO Box 338003, North Royalton, Ohio 44133 or other address prescribed by the OPBA.

ARTICLE 5

UNION REPRESENTATION

Section 1: The OPBA shall have the right to select Directors from the bargaining unit and they shall be authorized and recognized by the City to represent the OPBA in matters covered by this Agreement. The names of the Directors shall be certified in writing and forwarded to the City.

Section 2: The parties recognize that it may be necessary for a Director of the OPBA to leave a normal work assignment while acting in the capacity of Director. The OPBA recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by Directors. Before leaving an assignment pursuant to this section, the Director must obtain approval from the Officer in charge of the shift. The City will compensate the Director at the normal rate for the time spent in the good faith processing of grievances during the Director's regularly scheduled working hours, and at any meetings at which the City requests a Director to be present.

Section 3: One Director of the OPBA shall be permitted to request and be granted eight (8) scheduled half shifts (4 hours) off in a calendar year with pay to attend Director's meetings.

Section 4: Two members of the negotiating committee shall be allowed reasonable time off during his regular scheduled working hours to participate in collective bargaining meetings with the City without loss of pay. Said employees shall be available to answer calls.

Section 5: **UNION VISITATION**: The Staff Representatives of the Union shall be permitted to enter the Police Department during working hours, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the Department. The staff representative will also be provided space to discuss grievances or contract administration matters with the Union Director and/or individual employees.

Section 6: **CONFERENCE 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 three (3) days per year to attend such meeting, with no loss of pay, time, or benefits. Employees may utilize other available paid leave for the purpose of this Article. The employee shall make written request for such leaves of absence at least ten (10) calendar days in advance of the requested date. The written request must be accompanied with documentation of the event. Said request for leave shall not be unreasonably denied.

ARTICLE 6

MANAGEMENT RIGHTS

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

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees;

B. To manage and determine the location, type and number of physical facilities, equipment programs, and the work to be performed;

C. To determine the departments' goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively meet these purposes;

D. To determine the size and composition of the work force, and the City's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;

E. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

F. To maintain the security of records and other pertinent information;

G. To determine and implement necessary actions in emergency situations.

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

ARTICLE 7

EMPLOYEE RIGHTS

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

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 constitutional rights before any questioning starts.

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 his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 4: An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 5: Upon written request and during day shift, an employee shall be allowed the opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 6: 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 7: All complaints by civilians which result in disciplinary action of any employee shall be reduced to writing. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is charged.

ARTICLE 8

BULLETIN BOARDS

Section 1: The employer agrees to provide space for bulletin boards in the police access room to be used by the OPBA and its members.

Section 2: All notices which appear on the Union's bulletin board shall be posted by the designated Union official. Union notices relating to the following matters may be posted:

1. Union recreation and social affairs;
2. Notice of Union meetings;
3. Union appointments;
4. Notice of Union selections;
5. Results of Union elections;
6. Reports of standing committees and independent arms of the Union; and,
7. Publications, rulings or policies of the Union.

All other notices of any kind not covered by 1-7 above must receive prior approval of the Director of Public Service and Safety or his designee.

ARTICLE 9

NO STRIKE/NO LOCKOUT

Section 1: The Union agrees to the essential nature of services provided by its members in protecting the public's health and safety. In recognition of this fact, the Union agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the Union agrees that it shall join the City in requiring its members to return to work immediately.

Section 2: The City agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section 1 of this Article.

Section 3: Nothing in this Article shall be construed to limit or abridge the City's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 10

NON-DISCRIMINATION

Section 1: Neither the City nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap, national origin or political affiliation.

Section 2: All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to mean male and female employees.

Section 3: Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission and which does not impact on the balance of the Agreement, a grievance which results from the alleged violation shall be deferred pending action by either of the aforementioned regulatory bodies. The City, the employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to either of these agencies.

ARTICLE 11

WORK RULES, POLICIES AND DIRECTIVES

Section 1: The City and/or Police Department Administrators will hold a meeting with the appropriate representatives of the Union regarding new rules, regulations, policies or procedures governing or pertaining to personnel and/or the operating procedures for the bargaining unit employees. These meetings will be held fourteen (14) calendar days prior to the implementation of the work rule, policy or directive.

Section 2: It is the City's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances.

Section 3: Copies of current work rules, policies and directives shall be maintained in the department.

Section 4: The employee through their Union representatives can meet with the City, as desired, to exchange views and opinions on policies and procedures affecting the conditions of their employment.

ARTICLE 12

LABOR-MANAGEMENT MEETINGS

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

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

A. Discuss the administration of this Contract;

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

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

D. Disseminate general information of interest to the parties;

E. Discuss ways to improve the delivery of services;

F. Consider and discuss health and safety matters relating to employees.

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 13

HEALTH AND SAFETY

Section 1: The City agrees to furnish and maintain in safe working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to the immediate supervisor, the employees shall note with the log book indicating the specific unsafe condition or practice in written form and date the log book. It shall be the supervisor's responsibility to evaluate the unsafe condition and if necessary contact the Police Chief or Turn Commander. If the Police Chief and/or the Turn Commander are not available, the supervisor shall make the decision as to what should be done concerning the unsafe condition. This report shall be given to the Police Chief or Turn Commander on the next workday. It shall further be the responsibility of the employee to care for all tools and equipment furnished by the City.

Section 2: Should the union allege what it, in good faith, perceives as a failure of the City to comply with the above provision, such allegation may not be subject to the grievance procedure until the issue has attempted to be resolved by the Labor-Management Committee.

Section 3: The Labor-Management Committee shall appoint two of its members one OPBA member and one City member, as a Safety Committee. Any unsafe conditions shall be reported immediately to the Safety Committee in writing. That Safety Committee shall make its report to the Labor-Management Committee within five (5) days.

a) The report to Labor-Management Committee must be acted upon by the Labor-Management Committee within five (5) working days.

b) If the Labor-Management Committee's decision is split, then the employee may appeal within five (5) days to the Safety-Service Director or his designee.

Section 4: If the condition is found by the Labor-Management Committee to be unsafe and the City refuses or fails to implement the resolution or if the unsafe condition is not satisfactorily resolved within thirty (30) days, said condition may become the subject of a grievance at the arbitration step.

ARTICLE 14

DISCIPLINARY PROCEDURE

A. No employee shall be disciplined except for just cause.

B. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Disciplinary action for related violations shall include the following:

   1. Oral Reprimand: Only in presence of a representative.

   2. Written Reprimand: State reason for reprimand and send copy of letter to OPBA.

   3. Suspension: Notice to be given in writing, stating charges, with copy to OPBA.

   Before any of the above-stated actions may be taken, the OPBA must first be advised and have an OPBA Representative present while such action is being taken.

C. In the event the City is engaged in an internal, non-criminal investigation of any employee covered under this contract that could possibly lead to disciplinary action, said employee shall, as soon as practical, be notified of the investigation and the nature of the investigation.

D. Upon completing the investigation, if it is determined that discipline is in order, the supervisor shall file the charges with the Police Chief, the employee and an OPBA representative. In the extended absence of the Police Chief, the charges may be filed with the Director of Public Service and Safety.

E. 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.

F. A pre-disciplinary hearing shall be held within five (5) working days, holidays and weekends excluded, after receipt of charges. 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 Union, including a Union Attorney and Union employee representative.
   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 Labor Contract.

G. After considering all testimony concerning the alleged violation, the City, shall rule on the alleged violation and notify the parties concerned in writing of his/her decision within five (5) working days, excluding weekends, of the hearing.

H. In the event that the City decides against said employee, the employee shall have the right to appeal said decision at Step 2 of the grievance procedure and the matter shall be handled in accordance with that procedure through the Step 3 deemed necessary.

I. In the event that the Police Chief determines that disciplinary action of more than ten (10) days is warranted, the hearing will be continued before the Director. This continued hearing must take place within five (5) working days of the Police Chief's determination. The Director shall rule on the alleged violation and notify the parties concerned in writing of his/her decision within seven (7) working days, excluding weekends and holidays.

J. The principle of due process provisions of equal protection under law shall be the foremost goal of any and all disciplinary considerations and administrations of justice.

K. If as a result of disciplinary proceedings, the employee has been vindicated of original charges, all other bargaining unit employees who participated in such hearings on non-duty hours shall be paid for the time spent at those hearings. This shall be limited to a total of two (2) members.

Reprimands and disciplinary action taken by the City shall be placed in an employee's personnel file. Notices of disciplinary action involving discipline of less than three (3) days shall cease to have full force and effect after one (1) year, provided there has been no intervening discipline for the same or similar type infraction.

Notice of disciplinary action involving discipline of three (3) days or more shall cease to have full force and effect after two (2) years, provided there has been no intervening discipline for the same or similar type infraction.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 1: It is the intent and purpose of the parties of this Agreement that all grievances shall be settled at the lowest step possible pursuant to the grievance procedure specified herein.

Section 2: It is understood by the parties that any employee shall have the right to have an OPBA representative of his own choosing present at all steps of this procedure.

Section 3: Nomenclature

Grievance - A "grievance" shall be defined as a dispute or controversy arising as a result of the misinterpretation, misapplication or misuse of the specific and express written provisions of this Agreement.

Grievant - The "grievant" shall be defined as any employee or group of employees allegedly harmed as a result of a violation of this Agreement.

Day - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and Holidays as provided in this Agreement.

If a grievance affects a group of employees, it may be submitted at Step 3 of this procedure.

Section 4: **TIME OFF:** Grievants may be given a reasonable time to consult with OPBA representatives during working hours, relative to a grievance matter, after first notifying his or her immediate supervisor of such desire, without loss of pay or other benefits. The grievant need not reveal to his or her supervisor the nature of the potential grievance matter. The grievant's supervisor will permit a meeting to take place as soon as possible for the employee with the OPBA representative. Grievants and OPBA representatives will be permitted a reasonable amount of time to investigate and process grievance matters during their scheduled hours of employment; however, such visitation rights cannot interfere with the work requirements of any employee or disrupt department operations. The investigative and processing time will not be abused by the member, the OPBA, or by the employer or its representatives. In a grievance matter joined in by more than one (1) bargaining unit employee, only one (1) of those bargaining unit employees shall participate in the investigative and processing steps provided by this Article, while on duty.

A Union representative chosen by the grievant to attend meetings and the OPBA representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure, with prior approval of their respective supervisors. OPBA representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approvals shall result in an automatic equivalent extension of time limits, within which a grievant must appeal his grievance or have it heard. Grievants shall not receive overtime pay to engage in grievance activities provided for herein; however, grievance meetings at Step 2 shall be held during the grievant's working hours.

Section 5: **TIME LIMITS**: It is the OPBA's and the City's intention that all time limits in the above grievance procedures shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and City's designated representative may mutually agree at any step to short extensions of any of the time limits imposed herein, but any such agreement must be in writing and signed by the parties. In the event that the City fails to timely file a response to a step in the grievance, it is mutually agreed that the grievance is deemed denied and shall automatically proceed to the next step.

Section 6: All grievances filed pursuant to this procedure shall be subject to the following:

Step 1: Any employee who believes he may have a legitimate grievance resulting from the misapplication, misinterpretation or misuse of this agreement shall notify his/her immediate supervisor of said grievance within fifteen (15) days of the date of the occurrence or within ten (10) days of the date the employee gains knowledge of the occurrence of said grievance. The supervisor will schedule an informal meeting with the employee and his OPBA representative within five (5) days from the date the supervisor is informed of the grievance, at which time the issue in dispute will be discussed with objective of resolving the matter informally. Following this meeting, the supervisor shall have five (5) days to respond.

Step 2: If the grievance is not satisfactorily resolved at the Informal Step (Step 1), the grievance shall be reduced to writing and presented to Step 2 within ten (10) days from the date of the Step 1 meeting. The Police Chief or his/her designee will schedule a meeting with the employee and his OPBA representative and any witnesses within ten (10) days from the date the grievance is submitted. The Police Chief or his/her designee shall respond in writing to the grievant and the OPBA representative within ten (10) days from the date of the Step 2 meeting.

Step 3: If the grievant is not satisfied with the written decision at Step 2, he/she may appeal the decision to Step 3 within ten (10) days from the date of receipt of the Step 2 decision. Copies of the written Step 2 decision shall be submitted to Step 3 with the grievance. The Safety-Service Director or his/her designee shall convene a meeting within ten (10) days of receipt of the grievance at Step 3. The hearing will be held with the grievant, his OPBA representative and any necessary witnesses in attendance. The Safety Service Director or his designee shall issue a written decision to the grievant and his/her OPBA representative within fifteen (15) days from the date the Step 3 hearing was held.

Step 4: If the grievance is not satisfactorily settled at Step 3 of the grievance procedure, the Union and the City shall submit notice to the Federal Mediation and Conciliation Services (FMCS), within seven (7) calendar days of Step 3 decision. 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. The mediation shall be held within thirty (30) calendar days from the date of notice.

If the grievance is not resolved at Step 4, the Union may, not before thirty-seven (37) calendar days after the Step 3 decision, submit the grievance to final and binding arbitration. The Union shall notify by mail, the Federal Mediation and Conciliation Service (FMCS) and the City orally at the time of its intent to appeal the grievance. A copy of the letter to FMCS shall also be sent to the City. The parties shall choose an arbitrator by alternately striking a name from the list

until one (1) name remains as the arbitrator chosen by the parties. A coin flip shall be used to decide who will choose first.

Section 7: The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself if contrary to law or violates any of the terms and conditions of this Agreement.

Section 8: The hearing or hearings shall be conducted pursuant to the FMCS rules.

Section 9: The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance, except that in split awards or the reduction of discipline, the fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 10: An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees. Compensation for work hours lost to attend hearing shall be paid by the losing party.

Section 11: The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 16

PROBATIONARY PERIODS

Section 1: **NEW HIRE PROBATIONARY EMPLOYEES**: New employees will be regarded as probationary employees until completing one hundred and twenty (120) days of actual work or nine (9) calendar months--whichever comes first--as a full-time City employee. The employee will not receive any continuous service credit during the probationary period and may be laid off or discharged as exclusively determined by the City and probationary employees shall have no appeal over such removal. Probationary employees continued beyond their probationary period shall receive full continuous service credit and seniority from date of original hiring.

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

a) The City has determined that additional work time is needed for the employee to demonstrate his/her ability to perform the job satisfactorily.

b) The local Union OPBA Director and the employee agree to extending the probationary period.

ARTICLE 17

SENIORITY

Section 1: Continuous seniority shall be defined as the length of continuous service with the City calculated from date of first employment or reemployment following a break in continuous service in accordance with the following provisions; provided, however, that the effective date of employment prior to the date of this agreement shall be the date of first employment or reemployment after any event which constituted a break in service under the practices in effect at the time the break occurred.

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

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

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

1. Discharge for just cause;
2. Retirement;
3. Layoff for more than three (3) years;
4. Failure to return to work within ten (10) calendar days of a recall from layoff;
5. Failure to return at the expiration of a leave of absence;
6. A resignation where the employee is re-employed after thirty-one (31) calendar days or more.

Seniority for employees with the same hire date shall be determined by the date of application as received by the City for the position they hold.

The City shall establish a seniority list which shall include the employees' seniority date. This list shall be updated annually and a copy provided to the union.

Section 2: **EMPLOYEES WITHOUT SENIORITY RIGHTS**: The following employee(s) will not be entitled to acquire seniority while employed by the City:

A. Part-time employee (an employee who is employed thirty-nine (39) hours or less per week).

The City may employ part-time employees for dispatching. (For purposes of the parties' understanding of this article, see MOU attached hereto as Exhibit B). Part-time employees shall not be used to permanently replace full-time bargaining unit employees. They shall only be utilized as follows:

To fill the openings in the monthly schedule made necessary by the loss of the twelfth Communication Coordinator.

A. To fill the openings in the monthly schedule made necessary by the use of sick leave during the month.

B. To fill the openings in the monthly schedule made necessary by the use of time off other than sick leave that have first been offered to full-time employees in accordance with Article 22 herein but turned down.

C. To work regular hours as deemed appropriate by the City (e.g. to establish a minimum for retention, for high volume hours, etc.)

The City and Union shall meet in November of each year of this Agreement to determine whether the financial conditions of the City warrant an increase in the number of full-time employees to twelve.

ARTICLE 18 - LAYOFF AND RECALL

Section 1: Whenever it becomes necessary to layoff communications coordinators because of lack of work, change in methods, lack of funds or other good cause shown, the City shall notify the affected employees in writing at least thirty (30) days in advance of the effective date of layoff. The City agrees to notify the OPBA about the layoff prior to notification of the employees.

Section 2: The least senior employee(s) within the affected job classification (Communication Coordinator) shall be placed on a recall list for a period of three (3) years. If there is a recall, Employees within the required job classification who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 3: Notice of recall shall be sent to the employee(s) by registered mail, with a copy to the OPBA. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address of the employee.

Section 4: The recall employee shall have ten (10) calendar days following the date or the receipt of the recall notice, to notify the City of the employee's intent to return to work.

Section 5: In the event employee(s) are laid off, they may, upon request, receive payment for earned but unused vacation benefits for a one (1) year period as quickly as possible. The City agrees that such payment will not be later than thirty (30) days after the layoff.

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

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

Section 7: No new employees shall be hired regardless of how funded until all employee(s) on layoff status from that job classification have been recalled or are offered recall.

Section 8: Once there is a layoff in the bargaining unit, the City shall do everything possible to transfer employees by length of unit seniority to any available openings in entry level jobs elsewhere in the City as long as the employee can "walk up and do" the requirements of the position. Said right of each employee shall be extended for a period of three (3) years after layoff.

ARTICLE 19

JOB TRANSFER REQUEST

Section 1: The following positions are entry level:

In any department where these job titles exist

Laborer I
Clerk/Typist
General Clerk

Bargaining Unit employees who may wish to be considered for reassignment to entry level position by the City Administration may use the following procedure:

Complete a "Transfer Request" form, obtainable in the Human Resources Department, for any entry level position they may wish to be considered for at the time that such an assignment may be made.

The completed transfer request forms are to be submitted to the Human Resources Department where a permanent file will be maintained.

The City Administration will review transfer requests that have been placed on file before individuals are appointed to entry level positions.

This is a request procedure; therefore, the determination as to whether or not an employee requesting a transfer will be reassigned to an entry level position will rest exclusively with the City Administration.

ARTICLE 20

HOURS OF WORK

Section 1: The standard work week for all bargaining unit employees who are scheduled to work shall be forty (40) hours. The work week shall be computed starting at 7:00 a.m. Sunday and ending at 7:00 a.m. the following Sunday.

Section 2: The standard work day shall be eight (8) hours per day inclusive of a one-half hour lunch period per day. The normal shifts shall be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. (this provision specifically excludes those employees working as floaters and TAC). The open schedule shall be bid twice a year and filled by seniority. Posted schedules must include five (5) consecutive work days and two (2) consecutive days off and shall not be rotating.

Section 3: Each employee shall be entitled to two (2) fifteen (15) minute rest periods on each shift each work day whenever practicable. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift.

Section 4: When an employee works beyond his regular quitting time, such employee shall receive a fifteen (15) minute rest period whenever practicable for each two (2) hours worked. In addition, the employee shall receive a fifteen (15) minute paid meal period if the employee works four (4) hours or longer.

Section 5: An employee may exercise their departmental seniority to transfer from one shift or work week to another within their classification at the time an opening occurs. The opening shall be awarded to the most senior employee requesting the transfer.

Section 6: No supervisory personnel shall perform work normally done by the bargaining unit employees when such bargaining unit employees are available; except in the event of an extreme emergency as determined by the proper officials of the City.

Section 7: Both parties recognize that due to the varied operations within the department, that individual departmental rules, regulations and practices in effect may result in some deviation from the provisions set forth in this Article and do not supersede this Contract and shall be mutually agreeable between the parties.

ARTICLE 21

CHANGE IN JOB CLASSIFICATIONS

Section 1: If substantial changes in a job occur, or when a new position is established within the bargaining unit, the City shall review the classification assignment and rate of pay for the changed or new position. The results of this review shall be reduced to writing, and a copy of the results shall be discussed between the parties.

Section 2: If the OPBA disagrees with the pay or classification assignment, or rate of pay, it shall submit a written request for adjustment to the City, stating its specific reasons for rate of pay or classification assignment adjustment within five (5) days of receipt of the notice for change. The City shall notify the OPBA of its final decision.

Section 3: This does not preclude the City from evaluating the responsibilities and duties of a job to reclassify it. No employee shall suffer any loss of compensation as a result of such a reclassification. However, if such an evaluation indicates that the position merits a lesser rate of pay, provisions shall be mutually agreed upon with the Union to negotiate and implement such rate upon the position being vacated.

Section 4: If the OPBA continues to disagree with the classification or rate of pay, the City shall establish a temporary rate of pay and classification assignment and will promptly notify the Union in writing of its intention to proceed. Thereafter, the OPBA may file a grievance at Step 3 of the grievance procedure. The arbitrator shall have the authority to establish a different classification or rate of pay, place the job in an existing classification or negotiate any classification or negate any classification. Any award of the arbitrator shall be retroactive to the date of the notice for change. Any classification assignment or rate of pay mutually agreed to between the City and the OPBA, not disputed by the OPBA, or decided by the arbitrator shall become part of Article 24, Section 1.

ARTICLE 22

OVERTIME

Section 1: Overtime shall be defined as any time worked in excess of eight (8) hours in any twenty-four (24) hour period or in excess of forty (40) hours in any work week, as defined in this Agreement.

Section 2: All employees in the job classifications covered by this Contract shall receive time and one-half (1-1/2) their regular pay for the first eight (8) hours worked on holidays in addition to holiday pay. Any hours worked over eight (8) hours on a holiday or any hours worked on a holiday that are in excess of eight (8) hours in any twenty-four (24) hour period shall be paid at double time and one-half (2-1/2). The employee causing the extra hours worked shall not receive holiday pay.

Section 3: All paid hours shall be considered hours worked for the calculation of overtime. (For example: If an employee regularly works Monday through Friday and the holiday falls on Thursday and the employee works full days on Monday, Tuesday, Wednesday, Friday and Saturday, the employee shall receive time and one-half (1-1/2) for all hours worked on Saturday.)

Section 4: The City agrees to maintain existing practices in posting and distributing overtime among Communication Coordinators by seniority.

Section 5: Wherever two (2) or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.

Section 6: Any and all overtime provided by this Article shall be calculated and paid as part of the pay period worked, except that members may be allowed to accumulate a maximum of two hundred forty (240) hours of compensatory time [one hundred sixty (160) hours actually worked] in lieu of paid overtime. This compensatory time shall be accumulated at one and one-half (1-1/2) hours of each one (1) hour worked. Such time may be converted to cash upon request from the Communication Coordinator in writing. The written request must be filed with the Auditor no later than September 15th of the year preceding payment. Payment will be made by January 15th of the following year.

Section 7: 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 23

CALLOUT TIME

Section 1: Callout time is defined as pay for work assigned by the Chief of Police or his designee and performed the employee has completed their regular work day and has left the department. Pay for such callout time shall be a minimum of four (4) hours pay at the rate of time and one-half (1-1/2) for all such callouts, or actual time spent whichever is greater.

Section 2: When a communications coordinator is recalled to work after the employee has completed their regular shift and the employee works into their next regular shift, they will be paid in the following manner:

> Time and one-half will be paid for the first four hours worked on the 'call out' which could include time worked during the scheduled shift hours. The balance of the work hours on the scheduled shift will then be paid at straight time.

Section 3: **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 time and one-half; or actual time spent at the rate of time and one-half if over said minimum.

B. The above shall apply to court appearances in the AM and PM sessions for separate cases.

C. If the employee has been subpoenaed and the court case or hearing is cancelled within sixteen (16) hours of the scheduled appearance time, the employee shall receive one (1) hour of straight pay. If the cancellation occurs and the employee is notified more that sixteen (16) hours prior to the scheduled appearance time, there shall be no compensation paid.

ARTICLE 24 - PAY RATES

Section 1: The following hourly pay rate will be in effect as so indicated:

Classification	Prevail. Rate/Hr. 07/01/14	Prevail. Rate/Hr. 07/01/15	Prevail. Rate/Hr. 01/01/16
Communication Coordinator Supervisor	20.44	20.75	21.06
Communication Coordinator (TAC)	19.76	20.06	20.36
Communication Coordinator (Assistant TAC)	19.41	19.70	20.00
Communication Coordinator	19.00	19.29	19.58

The supervisor position when vacant, shall be given to the most qualified, senior Communication Coordinator who requests the position within five (5) days of the vacancy. The supervisor may elect to vacate their position during the bidding of schedules to become a Communication Coordinator.

The Communication Coordinator Leads Terminal Agency Coordinator (TAC) shall be given to the most qualified senior Communication Coordinator who requests the position within five (5) days of the vacancy. If qualifications are relatively equal, the TAC position will be awarded to the senior Communication Coordinator. If no requests are made, the City shall mandate the assignment to any Communication Coordinator. The scheduling of the TAC shall be flexible but mainly day turn. The TAC shall not be scheduled on the regular Communication Coordinator's shift.

An Assistant TAC shall be given to the most qualified senior Communication Coordinator who requests the position within five (5) days of the vacancy. If qualifications are relatively equal, the Assistant TAC position will be awarded to the senior Communication Coordinator. If no requests are made, the City shall mandate the assignment to any Communication Coordinator. The Assistant TAC shall bid and be scheduled on the regular Communication Coordinator's shift. The Assistant TAC shall assist the TAC in all daily TAC duties.

Section 2: Bargaining Unit Employees appointed into the bargaining unit prior to January 1, 2013 shall be paid in consideration of the following provisions:

1st Year	2nd Year	3rd Year	4th Year
70% of prevailing rate	80% of prevailing rate	90% of prevailing rate	Prevailing rate

Any employee appointed into the bargaining unit after January 1, 2013, shall be paid as follows:

1st Year	2nd Year	3rd Year	4th Year	5th Year
Full-Time	Full-Time	Full-Time	Full-Time	Full-Time

Appointment	Appointment	Appointment	Appointment	Appointment
60% of Prevailing Rate	67.5% of Prevailing Rate	75% of Prevailing Rate	82.5% of Prevailing Rate	90% of Prevailing Rate

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

The Director of Public Service and Safety shall have the right under these circumstances to appoint an employee at a rate that is higher than sixty percent (60%) but not to exceed seventy-five percent (75%) of the prevailing rate. This provision shall only apply when the job applicant has minimum of five (5) years experience as a Communication Coordinator/911 Dispatcher.

Section 3: **COMMUNICATOR IN CHARGE "ADD-ON"**: Each eight hour turn (except those turns worked by the Communication Coordinator Supervisor) shall have a Communicator in charge of day to day operations and decisions needed in the Communication Center for that shift. If additional decisions are required, the (C.I.C.) will contact the Turn Commander. This function will be assigned the senior communication coordinator working the turn and will be paid sixty cents (60¢) per hour in addition to the regular rate of pay.

ARTICLE 25

PERS AGREEMENT

Effective July 1, 2014, and thereafter, the City shall pay, on behalf of each bargaining unit member, the member's contribution to PERS in the amount of ten percent (10%) of each member's gross wage.

ARTICLE 26

SHIFT DIFFERENTIAL

Employees who work the afternoon or midnight shifts 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. Further, the differentials provided for in this Article shall not apply to callout time.

ARTICLE 27

LONGEVITY

Full time bargaining unit employees will be paid longevity on the basis of the following formula:

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

After five (5) full years of service—6.50 per month for each full year of service.

Longevity earned pursuant to this section shall be payable on the first pay period of each month.

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

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

B. Continued longevity shall not be available to a person who terminates employment or is terminated by the City and later returns to City employment. An employee will be eligible for appropriate longevity credit in accord with the amount of continuous full-time service with the City.

ARTICLE 28

HOLIDAYS

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

The first day of January
The third Monday of January
The third Monday of February
The last Monday in May
May 15 (effective in 2002)
The 4th of July
The first Monday of September
The second Monday of October
November 11
The fourth Thursday in November
The day after Thanksgiving
The 25th day of December

A. Employees who are scheduled Monday through Friday shall observe holidays that fall on Saturday and Sunday in the following manner for consideration of pay purposes:

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

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

Employees who are not scheduled but become scheduled on the actual holidays shall observe the holidays on the actual days they fall for consideration of pay purposes.

Section 2: **PAY FOR HOLIDAYS NOT WORKED**: An eligible employee who does not work on a holiday as specified in Section 1 above shall be paid eight (8) times the straight time hourly rate to which he is regularly assigned.

A. If an employee is scheduled to work on any such holiday but fails to report and perform his 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 except as outlined in Article 22, Section 2. When requested to do so, the employee must furnish satisfactory proof for absence.

B. An eligible employee, as used in this section is one who works as scheduled or assigned both on their last scheduled work day prior to and their first scheduled work day following the day on which the holiday is observed, unless they have failed to so work for the reasons specified in the paragraph above.

C. An eligible employee who takes vacation during a period in which a holiday occurs shall be paid for the holiday as eight (8) hours of unworked holiday pay. (For example: If an employee regularly works Monday through Friday and the holiday falls on Monday, the employee shall be paid eight (8) hours holiday pay on Monday and thirty-two (32) hours vacation pay for Tuesday through Friday)

D. **EXCEPTION**: Employees who work continuous operating shifts shall have the option, when taking vacation during a period which includes a paid holiday, to receive eight (8) hours of vacation pay in addition to eight (8) hours of holiday pay for the holiday. For these holidays only, the eight (8) hours of holiday pay shall count towards hours paid for overtime purposes as in ARTICLE XIX - OVERTIME D., and not the optional eight (8) hours of vacation pay.

Section 3: **PERSONAL DAYS**

a) Bargaining unit employees hired January 1 thru June 30 will be permitted to take two (2) scheduled work days off during the calendar year. Bargaining unit employees hired July 1 thru December 31, will be permitted to take one (1) scheduled work day off during the calendar year. Thereafter, they shall receive this benefit per the provisions set forth in section 3. (b).

b) In addition to the listed holidays, each employee in the bargaining unit will be permitted to take three (3) scheduled work days 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 four (4) hour increments. These personal days may be selected by the employee with proper approval of supervision.

ARTICLE 29 - VACATION

Section 1: **VACATION BENEFITS**: Each member of the bargaining unit shall be entitled to vacation under the following formula:

Length of Service	Vacation
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 accumulative vacation credit hours.

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

Length of Service	Vacation
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 year 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**: Any employee hired by the City into a bargaining unit position shall only receive vacation service credit for actual time as a City of Warren, Ohio employee.

Section 5: **VACATION SCHEDULING**: Scheduling of vacations shall be done in accordance with department procedure based on seniority.

ARTICLE 30

EXEMPLARY ATTENDANCE AWARD DAY

If a bargaining unit member has perfect attendance, he will 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 a member can take off and still have perfect attendance are the benefit days for vacation, holidays, personal days, compensatory time, bereavement leave used for death of a member of the immediate family (i.e. spouse, parent, stepparent, child, stepchild, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law) and Workers' Compensation Wage Benefits paid on the day of injury.

To coincide with the paying of bonuses and reducing the need for overtime, a member must justify the use of more than two (2) consecutive sick leave days during any of the four (4) month periods by submitting a signed Medical Certificate or satisfactory written, signed statement as approved by the Human Resources Department. Falsification of either a written, signed statement or a medical certificate shall be grounds for disciplinary action including dismissal. The City will provide the form.

ARTICLE 31

LIFE INSURANCE AND HEALTH BENEFITS

Section 1: **LIFE INSURANCE**: Life Insurance benefits for bargaining unit employees will be as follows:

Annual Compensation Insurance	Life Insurance	Accidental Death and Dismemberment
$ 5,000 and less than $ 7,500	$ 6,000	$ 6,000
$ 7,500 and less than $10,000	$ 8,000	$ 8,000
$10,000 and over	$20,000	$20,000

NOTE:Include only basic earnings (not overtime, bonuses, etc.) in computing your compensation.

Section 2: **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), retirement or strike.

3. No coverage shall apply immediately after separation or termination.

Employees shall be covered under existing health care plan through December 31, 2014. Effective January 1, 2015, employees' health care benefits shall be as follows:

Exhibit A or Option 1 (Offered to members hired prior to January 1, 2013 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 term 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, 2013 and MANDATED for members hired after January 1, 2013):
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.

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.

Section 3: **VISION CARE**: The City shall contribute six dollars and ninety-five cents ($6.95) per month per employee toward vision care insurance coverage. Each employee shall be responsible for all costs in excess of the contribution made by the City. The insurance carrier to be selected by the City and the Union.

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City of Warren
Blue Access® (PPO)
OPBA – Communication Coordinators

Exhibit A –Option 1

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$250/$500	$500/$1,000
Out-of-Pocket Limit (Single/Family)	$625/$1250	$1,500/$3,000
Physician Home and Office Services (PCP/SCP)		
Primary Care Physician (PCP)/	$25	
Specialty Care Physician (SCP)	$25	30%
Including Office Surgeries and allergy serum:		
allergy injections (PCP and SCP)	10%	30%
allergy testing	10%	30%
MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	10%	30%
Preventive Care Services Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	No Cost Share	30%
Emergency and Urgent Care		
Emergency Room Services facility/other covered services (copayment waived if admitted)	10%	10%
Urgent Care Center Services	$25; then 100%	$25; then 100%
MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies,	10%	30%
Non-maternity related Ultrasounds	10%	30%
and pharmaceutical products	10%	30%
Allergy injections	10%	30%
Allergy testing		
Inpatient and Outpatient Professional Services Include but are not limited to: Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	30%

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 90 days for skilled nursing facility	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services including but not limited to: Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined) Durable Medical Equipment, Orthotics and Prosthetics Physical Medicine Therapy Day Rehabilitation programs	10%	30%
Hospice Care	0%	0%
Ambulance Services	10%	10%
Outpatient Therapy Services (Combined Network & Non-Network limits) Physician Home and Office Visits (PCP/SCP)	$25/$25	30%
Other Outpatient Services @ Hospital/Alternative Care Facility	10%	30%
Limits apply to: Cardiac Rehabilitation **36 visits** Pulmonary Rehabilitation **20 visits** Physical Therapy: **30 visits** Occupational Therapy: **30 visits** Manipulation Therapy: **30 visits** Speech therapy: **30 visits**		
Accidental Dental: Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: **Mental Illness and Substance Abuse[2]**		
Inpatient Facility Services	10%	30%
Physician Home and Office Visits (PCP/SCP)	$25/$25	30%
Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	10% Benefits provided in accordance with Federal Mental Health Parity	30%
Human Organ and Tissue Transplants[3] Acquisition and transplant procedures, harvest and storage.	No Cost Share	30%

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

Notes:

All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services)

Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies

Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.

Dependent Age: to end of the month which the child attains age 26

Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.

When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections

No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.

PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.

SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.

Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.

Benefit period = calendar year

Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.

Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.

Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.

Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.

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

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

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

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

Precertification:

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

Pre-existing Exclusion Period: none

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

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

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

City of Warren
Blue Access® (PPO)

Exhibit B- Option 2

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	**$750/$1,500**	**$1,500/$3,000**
Out-of-Pocket Limit (Single/Family)	**$2,500/$5,000**	**$5,000/$10,000**
Physician Home and Office Services (PCP/SCP)		
Primary Care Physician (PCP)/	**$35**	**40%**
Specialty Care Physician (SCP)	**$40**	**40%**
Including Office Surgeries and allergy serum:		
o allergy injections (PCP and SCP)	**20%**	**40%**
o allergy testing	**20%**	**40%**
o diabetic education (regardless of outpatient setting)	**$35**	**40%**
o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	**20%**	**40%**
Preventive Care Services		
o **Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.**	**No Cost Share**	**40%**
Emergency and Urgent Care		
Emergency Room Services		
o **facility/other covered services** (copayment waived if admitted)	**$150/20%**	**$150/20%**
Urgent Care Center Services	**$75**	**$75**
o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products	**20%**	**40%**
o Allergy injections	**20%**	**40%**
o **Allergy testing**	**20%**	**40%**
Inpatient and Outpatient Professional Services	**20%**	**40%**
Include but are not limited to:		
o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams		

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: • 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • **90** days for skilled nursing facility	**20%**	**40%**
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	**20%**	**40%**
Other Outpatient Services including but not limited to: • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined) • Durable Medical Equipment, Orthotics and Prosthetics • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	**20%** **No Cost Share** **20%**	**40%** **No Cost Share** **20%**
Outpatient Therapy Services (Combined Network & Non-Network limits) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility **Limits apply to:** • Cardiac Rehabilitation **36 visits** • Pulmonary Rehabilitation **20 visits** • Physical Therapy: **30 visits** • Occupational Therapy: **30 visits** • Manipulation Therapy: **30 visits** • Speech therapy: **30 visits**	 **$35/$40** **20%**	 **40%** **40%**
Accidental Dental: Unlimited per accident (Network and Non-network combined)	**Copayments/Coinsurance based on setting where covered services are received**	**40%**
Behavioral Health: **Mental Illness and Substance Abuse[2]** • Inpatient Facility Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 **20%** **$35/$40** **20%** **Benefits provided in accordance with Federal Mental Health Parity**	 **40%** **40%** **40%**
Human Organ and Tissue Transplants[3] • Acquisition and transplant procedures, harvest and storage.	**No Cost Share**	**40%**

Covered Benefits	Network	Non-Network
Prescription Drugs **Network Tier structure equals 1/2/3 (and 4, if applicable)**		
o **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip	**$15/$30/$45/25% w $150 max**	**50%, min. $40**
o **Home Delivery Service:** (90-day supply) Includes diabetic test strip	**$30/$60/$90/25% w $150 max.** **Out of Pocket Limit::** **None**	**Not covered**
o **Mandatory Mail-in for all maintenance prescriptions.**		
o **Erectile dysfunction Drugs**	**Not covered**	**Not covered**
Member may be responsible for additional cost when not selecting the available generic drug. Specialty Medications **are limited up to a 30 day supply regardless of whether they are retail or mail service.**		

Notes:

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

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

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

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

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

Precertification:

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

Pre-existing Exclusion Period: none

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GUARDIAN

Summary of Benefits

Dental Benefit Summary

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

Plan Information

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

Coverage Information

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

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

General Exclusions

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

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

Deductibles apply.

The plan does not pay for:

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

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

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

1 Restrictions apply and may be subject to medical necessity.

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

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

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 27th 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 chard in the Vision Care Benefit section.

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

How to file a Claim

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

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

AFSCME Care Plan Selected Providers

Location	Address	City	Zip	County	Phone No.
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. Calirsville	43950	Belmont	740.695.3822
JCPenney Optical	7401 Market Street	Youngstown	44512	Mahoning	330.758.5671
Optical Vision of Youngstown	2959 Canfield Rd.	Youngstown	44511	Mahoning	330.792.7045
Sears Optical	5320 Youngstown Rd.	Niles	44446	Trumbull	330.652.9097
Sears Optical	67800 Mall Ring Rd. #100	St. Clairsville	43950	Belmont	740.695.8047
Sears Optical	100 Mall Drive	Steubenville	43952	Jefferson	740.266.1213
Sears Optical	7401 Market St	Youngstown	44512	Mahoning	330.758.7315
Target Optical	5555 Youngstown-Warren Rd.	Niles	44446	Trumbull	330.505.9563
Union Eyes Optical Inc.	229 Churchill-Hubbard Rd.	Youngstown	44505	Mahoning	330.759.7846

ARTICLE 32

SICK LEAVE

Section 1: **SICK LEAVE CREDIT**: Each member of the bargaining unit for the first five (5) years of employment, shall accumulate sick leave with pay at the rate of three and five-tenths (3.5) hours for each completed eighty (80) hours of service including all City paid leave, and the accumulation of sick leave shall not be limited.

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

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

Section 3: **SICK LEAVE PROCEDURE:**

A. A regular employee in the bargaining unit 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.

2. For attendance upon members of his/her immediate family whose illness or injury requires the care of the employee.

3. For medical, dental, or optical examination or treatment of an employee or a member of his/her immediate family.

1. 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, sister-in-law, brother-in-law, daughter-in-law, son-in-law), the employee shall be granted no less than three (3) and up to five (5) days of bereavement leave. Such leave shall be paid, but not deducted from the employee's accumulated sick leave. Additional time may be approved by the Director of Public Service and Safety or his designee for special circumstances and emergencies. Any additional time shall, with the agreement of the employer and the employee, be charged to the employee's accumulated sick leave or vacation leave.

Two (2) days of accumulated sick leave may be used when the death is of a more remote relative.

B. Sick leave accruals with pay shall be charged against each employee in one-quarter (1/4) hour increments.

C. The City shall continue to notify all employees of their accumulated sick leave credits every two (2) weeks.

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

Section 5: **SICK LEAVE TRANSFERRING**: 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.

ARTICLE 33

SERVICE CONNECTED INJURY

Section 1: **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 forty-eight (48) hours of the time of injury.

B. If time is lost, a "WORKERS' COMPENSATION CLAIM FORM", within three (3) working days of the date and time of the inception of the lost time. When filing a claim, it shall be stated that the employee has received their wages for the lost time period for a maximum of fifty-two (52) weeks.

C. If time is lost, an "AGREEMENT TO REIMBURSE": within three (3) working days of the date of lost time.

D. All employees who are receiving service connected injury benefits under labor contract provisions shall immediately notify the Human Resources Department of any change in his/her available residence.

To be entitled to any Workers' Compensation Wage Benefits from the City as in Section 2, the employee must have the forms completed and submitted to the Department Head within the outlined time limits. If extenuating circumstances arise because of an incapacitating injury, the injured employee's Department Head shall make every effort to have the forms submitted timely and if unable to do so the time limits may be extended. Failure to have the forms timely filed shall relieve the City from paying any Workers' Compensation Wage Benefits (Section 2) to the employee for such injury. The employee shall then be entitled to any benefits the Bureau of Workers' Compensation may allow.

Section 2: **PAYMENT OF WORKERS' COMPENSATION WAGE BENEFIT:** In the event of an injury while in the active discharge of duty and after completing the forms as stated in Section 1., the employee shall be paid Workers' Compensation Wage Benefits from the City instead of Temporary Total Benefits from the Bureau of Workers' Compensation only when 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 within three (3) working days of injury stating the need for the employee to be off work and the period of time the employee shall remain off work.

B. For the lost time up to fifty-two (52) weeks, the total wages the employee will receive shall be their gross pay less their normal federal, state and city income taxes. This pay shall be non-taxable. If the Internal Revenue Service in the future deems these wages to be taxable, the City shall pay the employee his/her gross pay.

C. For the lost time exceeding fifty-two (52) weeks, the employee shall be placed on Workers' Compensation leave of absence and pursue temporary total benefits from the Bureau of Workers' Compensation.

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 fringe benefits (except the accumulation of sick leave) or compensation under the terms and conditions of this Contract. For this period of time, the City will also continue to make the deductions (excluding taxes) from the employee's pay which were made prior to the injury.

E. Any employee receiving Workers' Compensation Wage Benefits shall be handled as a day turn employee.

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

A. If the Bureau of Workers' Compensation allows the claim, the wages paid for such claim shall be approved.

B. If the Bureau of Workers' Compensation disallows the claim, the wages paid for the lost time period shall be recovered from the employee in such order as follows:

1. Reduction of Sick Leave Balance
2. Reduction of Vacation Balance
3. Payroll Deduction

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: **SENIORITY**: Bargaining unit employees shall continue to accumulate seniority while on work related injury leave.

Section 6: **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.

Section 7: **PHYSICAL EXAMINATIONS:** The City at its discretion, may require an employee who is receiving service connected injury benefits, to submit to a physical examination conducted by a facility approved to make a functional capacity evaluation.

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

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

The purpose of the examination is to determine if the employee should remain on injury leave or return to work in either his/her regular job or light duty work.

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

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

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

AGREEMENT TO REIMBURSE

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

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

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

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

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

_____
Employee's Signature

_____
Social Security No.

_____
Date

Accepted for the City of Warren by:_____

Title:_____

Date:_____

ARTICLE 34

AUTHORIZED LEAVES

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

B. **EDUCATION LEAVE**: An employee may be granted a leave of absence without pay for purposes of pursuing legitimate educational activities which directly relate to his job with the City, with approval of the Department Head and the Director of Public Service and Safety or his designee. Such leave shall be for no more than one (1) year.

C. **JURY DUTY AND WITNESS LEAVE**: An employee called for jury duty or subpoenaed as a witness in a legal action shall be granted a leave of absence for a period of such jury or witness service, and will be compensated for the difference between his regular pay and jury duty pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for such pay, an employee must present verification of:

2. His call to jury duty or witness duty.

3. The amount received as jury or witness fee.

D. **GENERAL LEAVE PROVISIONS:**

1. All unpaid leaves of absence (and any extensions thereof) must be applied for and granted or rejected within three (3) working days in writing on forms to be provided by the Human Resources Department and with approval of the Department Head and the Director of Public Service and Safety or his designee.

2. Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of leave of absence if such early return is agreed to by the City and through approval of the Department Head and the Director of Public Service and Safety or his designee.

3. When an employee returns to work after any leave of absence, he will be assigned to the classification which he formerly occupied.

E. **FAMILY AND MEDICAL LEAVE:**

An employee shall be granted a leave of absence for up to twelve (12) workweeks for one of 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) week 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.

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

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

2. any period of incapacity requiring absence of more than three (3) calendar days from work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or,

3. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in a period of incapacity of more than three (3) calendar days and for prenatal care.

Health care providers include:

1. doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or,

2. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice under State law; or,

3. nurse practitioners and nurse mid-wives authorized to practice under State law and performing within the scope of their practice as defined under State law; or,

4. christian science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

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

Employees seeking to use family and medical leave must provide:

1. thirty (30) day advance notice of the need to take family and medical leave when the need is foreseeable;

2. medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the City;

3. second and third medical opinions and periodic recertification when the City requires such at the City's expense;

4. periodic reports during family and medical leave on the employee's status and intent to return to work; and,

5. a "fitness-for-duty" certification to return to work.

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

ARTICLE 35

MILITARY LEAVE

A. Communication Coordinators 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 Communication Coordinator is absent for the purposes of an examination to determine the fitness of the Communication Coordinator to perform any duty described in this division.

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

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

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

E. Each Communication Coordinator 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 36

MISCELLANEOUS

Section 1: **ELECTION DAY**: Each member shall receive four (4) hours of additional pay at their overtime rate on the first Tuesday after the first Monday in November.

Section 2: **UNIFORM ALLOWANCE**: A uniform allowance of four hundred dollars ($400.00) shall be paid to each member of the bargaining unit.

This allowance shall be paid as follows:

1) Two-hundred dollars ($200.00) on the first pay of June.

2) Two-hundred dollars ($200.00) on the first pay of December.

3) 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.

4) 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.

Section 3: **UNIFORM MAINTENANCE ALLOWANCE**: A uniform maintenance allowance of two hundred dollars ($200.00) shall be paid to each member of the bargaining unit.

This allowance shall be paid as follows:

1) One-hundred dollars ($100.00) on the first pay of March.

2) One-hundred dollars (100.00) on the first pay of September.

3) 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.

4) 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.

Section 4: **PROFESSIONAL LIABILITY INSURANCE**: The City will maintain at its expense, professional liability insurance for all full time communications coordinators. The amount of the insurance will be as follows:

Each person	1,000,000 maximum amount
Each incident	1,000,000 maximum amount
Annual aggregate	1,000,000 maximum amount

Section 5: **GENDER AND PLURAL**: The use of words contained herein in the singular shall be construed to include the plural, and words in the plural, the singular. The masculine, feminine or neuter genders were used herein shall be construed to include all of said genders. The use of

either the masculine or feminine genders is for convenience purposes only and is not to be interpreted to be discriminatory in nature.

Section 6: **MILEAGE REIMBURSEMENT**: The City shall pay for the authorized use of privately owned automobiles an amount equal to the per mile allowance being then utilized by the Internal Revenue Service for business deduction purposes.

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

The City and Union shall mutually agree upon the source of such information and incorporate such source as if fully written herein.

ARTICLE 37

SEVERANCE PAY

Section 1: **SEVERANCE PAY**: Severance pay shall be paid to any member of the bargaining unit who retires (for purposes of this Section, "retirement" means disability retirement or severance retirement under an applicable State public retirement system which immediately entitles the retiree to benefits under such system) under the following formula:

A. Any member whose employment with the City began prior to December 11, 1974, may elect, at the time of his/her retirement from active service with the City, to receive severance pay. Such severance pay shall be in the form of cash payment for his/her actual accumulated, unused sick leave or for nine hundred sixty (960) hours accumulated, unused sick leave, whichever is less.

B. Any member whose employment with the City began on or after December 11, 1974, may elect, at the time of his/her retirement from active service with the City, to receive severance pay. Any such severance pay shall be paid in accordance with the following schedule:

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

   2. If a member has been in active service with the City for at least ten (10) years but less than fifteen (15) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for four hundred eighty (480) hours accumulated, unused sick leave, whichever is less.

   3. If a member has been in active service with the City for at least fifteen (15) years but less than twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for seven hundred twenty (720) hours accumulated, unused sick leave, whichever is less.

   4. If a member has been in active service with the City for at least twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated unused sick leave or for nine hundred sixty (960) hours accumulated, unused sick leave, whichever is less.

C. Any member whose employment with the City began on or after January 1, 1986, may elect, at the time of his/her retirement from active service with the City, to receive severance pay. Any such severance pay shall be paid in accordance with the following schedule:

   1. If a member has been in active service with the City for at least five (5) years but less than ten (10) years, he/she shall be entitled to cash payment for his/her actual

accumulated, unused sick leave or for one hundred twenty (120) hours accumulated, unused sick leave, whichever is less.

2. If a member has been in active service with the City for at least ten (10) years but less than fifteen (15) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for three hundred (300) hours accumulated, unused sick leave, whichever is less.

3. If a member has been in active service with the City for at least fifteen (15) years but less than twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for five hundred forty (540) hours accumulated, unused sick leave, whichever is less.

4. If a member has been in active service with the City for at least twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for seven hundred eighty (780) hours accumulated, unused sick leave, whichever is less.

D. Notwithstanding the provisions of subsection (A) hereof, any City employee who has ten (10) or more years of service with the City, the State or a political subdivision of the State, or any combination thereof, may elect, at the time of his/her retirement from active service with the City, to receive severance pay in cash in an amount representing one-fourth (1/4) the value of his/her accrued, unused Sick Leave credited not to exceed the value of two hundred forty (240) hours of accrued, unused Sick Leave.

In no event, however, shall any City employee collect severance pay upon retirement in

accordance with both this subjection and subsection (A) hereof. Such employee shall be

limited to receiving same in accordance with this subsection or subsection (A) hereof.

E. Severance pay shall include accumulated vacation up to seven hundred twenty (720) hours and all time-coming hours.

F. Any City employee 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.

G. 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.

H. 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.

I. 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, shift differential, and certification fees. 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 hundredths (173.34) hours.

J. 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.

Section 2: **BENEFIT CONVERSION**: In lieu of a portion of the maximum severance pay allowed in Section 1, employees with seventeen (17) years of PERS credit time may request to convert the vacation and sick leave hours they accumulate each year to paid wages. This shall be limited to a maximum of two-hundred forty (240) hours of vacation and one hundred twenty (120) hours of sick leave per year (vacation and sick leave hours cannot be converted separately; they must be converted in conjunction with each other) less the amount of sick leave hours used in conjunction with an inpatient hospitalization of the employee or immediate family member, the death of a relative or an illness of five (5) or more consecutive days that has been documented by a physician's certificate during the applicable year. The payment for these accumulated hours shall be made on the last pay of December except that a final payment may be made on a person's final pay. (NOTE: Employees can make a one (1) time adjustment to tax withholding to lessen the tax impact) The hourly rate used to calculate the amount of payment shall be ninety-five percent (95%) of the employees prevailing rate of pay at the time of payment. All hours converted under this section shall be deducted from the maximum allowed in Section 1. Employees may choose to only convert one (1) or two (2) years accumulation to be paid in the same manner. The date this benefit is to begin must be the beginning of a pay period and the year shall include twenty-six (26) pay periods. The request must be made by November 1 of the year prior to conversion.

ARTICLE 38

SEPARATION AND TERMINATION PAY

Section 1: An employee of the bargaining unit who is separated or terminated from the City shall be entitled to all time coming and any accumulated vacation time up to the three (3) year maximum paid at their prevailing hourly rate.

ARTICLE 39

SEVERABILITY CLAUSE

Section 1: This Contract 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 Contract. In the event any provision of this Contract 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 Contract shall remain in full force and effect.

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

ARTICLE 40

TERMINATION OF AGREEMENT

Section 1: Except as otherwise provided elsewhere in this Contract, this Contract shall be effective July 1, 2014 through December 31, 2016.

Section 2: This Agreement shall remain in full force and effect during the period of negotiation of a new agreement.

Section 3: Any notice required by law or permitted to be given hereunder by either party will be done in accordance with the provisions set forth by the Ohio State Employment Relations Board (SERB).

ARTICLE 41 - PAY CHECK DISBURSEMENT

Employees shall receive their pay on a biweekly basis. Disbursement shall be at the beginning of the day shift on the Friday following the close of each pay period except that employees that are at work the afternoon shift on Thursday shall receive their pay at the end of the afternoon shift, and the employees that are at work the midnight shift on Friday shall receive their pay at the end of the midnight shift. 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 42

DRUG AND ALCOHOL TESTING

I. PURPOSE:

To develop a clear policy and procedure for a safe, secure and healthful work environment for all bargaining unit members in shaping the alcohol and drug policy to assure a DRUG FREE WORKPLACE, and

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

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

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. Reasonable suspicion shall include any on the job injury requiring medical treatment.

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. DEFINITIONS:

The following definitions apply to this established program:

A. ALCOHOL BREATHALYZER TEST – A breath test used to measure blood alcohol level in accordance with Ohio Revised Code § 4511.19.

B. COMPUTERIZED RANDOM SELECTION – refers to an uncontrolled system of selection resulting from a computerized program.

C. DRUG SCREENING TESTS (Forensic Urine Drug Screen – 4) – A urinalysis test administered under approved conditions and procedures to detect any of the following: Amphetamines\Methamphetamines, Barbiturates (Phenobarbital, Secobarbital, Bupalbital), Benzodiazepines (Valium, Serax, Librium), cannabinoids (Marihuana), Cocaine Metabolities (Benzoylecgonine, Ecgonine), Methadone (Dolophine), Opiates (Morphine, Codeine, Hydrocodone), Phencyclidine (PCP), Propoxyphene (Darvon).

D. EMPLOYEE(S) – (All) bargaining unit members.

E. POSITIVE TEST –When (1) a drug screening test indicates the presence of a controlled substance identified in C, (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.

F. 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.

G. REASONABLE SUSPICION - An apparent state of facts, circumstances or information, which exists from an inquiry by a supervisor trained in the detection of alcohol and drug use, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence of using drugs and/or alcohol. Reasonable suspicion shall include any on the job injury requiring medical treatment.

H. REFUSAL TO SUBMIT (TO AN ALCOHOL OR CONTROLLED SUBSTANCES TEST) – 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.

I. 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.

IV. PROCEDURE:

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.

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

1. Drug Screening

a. The Director or his/her designee shall order a drug screen immediately when there is reasonable suspicion that an employee has been using any drug or narcotic and that this use may present a risk to their safety or that of fellow employees or the public.

b. A urine specimen will be acquired in accordance with established procedures. An accredited laboratory will conduct analysis of the urine specimen to determine the levels of any controlled substance.

2. Alcohol Breathalyzer Test:

a. The Director or his/her designee shall order an alcohol breathalyzer test immediately when there is reasonable suspicion that any employee is under the influence of alcohol and that this use may present a risk to their safety and that of fellow employees or the public.

b. A certified provider, in accordance with established procedures, will administer the alcohol breathalyzer test.

C. Employee Responsibility:

1. All employees shall abide by the terms of this policy.

2. All employees shall immediately notify the Chief or his/her designee if involved in any on the job injury that requires medical treatment.

3. After notifying the Chief or his/her designee, the employee will be directed to report to the appropriate site(s), as determined by the City, for a drug and alcohol test. The Chief or his/her designee will assign a designated driver to transport the employee to the appropriate testing site(s). Depending on the time of injury, an employee may be required to go to multiple sites to receive the required testing.

4. All employees shall notify the Chief or his/her designee immediately if a drug or alcohol test is not administered for any reason at any of the testing site(s).

5. All employees shall take a Injury/Accident Drug and Alcohol Test Verification Form to the testing site(s) for completion and return form to their supervisor.

D. Supervisor's Responsibility:

1. All supervisors shall abide by the terms of this policy.

2. All supervisors shall be aware of the proper testing sites, as determined by the City, that are available for employees to receive the mandatory drug and alcohol tests.

3. All supervisors shall immediately order an employee to report to the appropriate testing site(s) if an employee is injured and seeks medical treatment. Supervisors shall assign a designated driver to transport the employee.

4. All supervisors shall ensure that employees have a Injury/Accident Drug and Alcohol Test Verification Form to take to the testing site(s) if an employee is injured and requires medical treatment.

5. If a supervisor detects that an employee is under the influence of drugs and/or alcohol, he or she shall complete a signed written record of the observations leading to a controlled substance reasonable suspicion test within twenty-four (24) hours of the observed behavior, or before the results of the controlled substances test are released, whichever is earlier.

V. ACTION TO BE TAKEN:

A. Employees who 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.

B. Employees who fail or refuse to cooperatively participate in the rehabilitation program are subject to immediate disciplinary action.

C. 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.

VI. ATTACHMENT:

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

ATTACHMENT A

TO:

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

Be advised,

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

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

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

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

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

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

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

Trumbull Memorial Hospital-E.R
Forum Health
1350 East Market Street, Warren, Ohio 44483
(330) 841-9221
Hours: **Open 24 Hours**
Testing Available: **Drug Testing Only**

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

_____ _____ _____
Supervisor's Signature Date Time

ATTACHMENT B

INJURY/ACCIDENT DRUG AND ALCOHOL TEST VERIFICATION FORM

St. Joseph Health Center-E.R. | Trumbull Memorial Hospital-E.R

Corporate Care | *Warren Police Department*

Elm Road Immediate Care – Forum Health, or | Ohio State Patrol Barracks

[Circle the facility conducting the test(s)]

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

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

Please complete the following as they apply:

Drug Test sample collected ☐ yes ☐ no Date_____ Time _____

Sample collected by _____

Alcohol Test administered ☐ yes ☐ no Date_____ Time _____

Sample collected by _____

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

_____

_____

_____
Signature

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

ARTICLE 43

OPBA OFFICE

As long as space is available, the City shall allocate a specified office for sole use by the OPBA within the confines of the Municipal Justice Building to be furnished by the OPBA.

No member 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.

The parties hereto have executed this Agreement by their duly authorized representatives this 30TH day of JULY, 2014.

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By: _____
Daniel J. Leffler
Attorney-at-Law

_____
Sandra Placanica-Frazeskos
Communication Coordinator

CITY OF WARREN, OHIO

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

_____
Brian M. Massucci
Director of Human Resources

_____
David D. Daugherty
Personnel Supervisor/ Chief Spokesperson