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AN AGREEMENT BETWEEN  
THE CITY OF PARMA HEIGHTS  
AND  
LOCAL 1099  
MUNICIPAL, COUNTY  
AND STATE EMPLOYEES' UNION

EFFECTIVE DATE: JANUARY 1, 2015

EXPIRATION DATE: DECEMBER 31, 2017

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## **CONTRACT**

This Contract is made between the City of Parma Heights, hereinafter referred to as the "City," and Local 1099, Municipal, County and State Employees' Union, hereinafter referred to as the "Union."

## **RECOGNITION**

**1.01** The Union is recognized as sole and exclusive representative for the duration of this Contract of full-time employees in the classifications of: Mechanic I, Mechanic II, Mechanic III, Serviceman Grade I, Serviceman Grade II and Serviceman Grade III in the Service Department of the City. Part-time, Seasonal and Temporary Employees, Supervisors and Foreman are excluded from the bargaining unit for which recognition is granted.

## **CHECK-OFF**

**2.01** The City will deduct an initiation fee and regular monthly dues from the pay of employees covered by this Contract upon receipt from the Union or individual, written authorization cards voluntarily executed by an employee and bearing his signature. In addition, as a condition of employment, on or after the termination of the probation period or sixty (60) days following the beginning of the Contract, whichever is later, any employee in the unit who is not a member of the Union shall pay, through employee deductions to the Union, a fair share fee, which fee shall not exceed the dues paid by members of the Union. Authorization and revocation shall be in compliance with Section 4117.09(B)(2) and (C), Ohio Revised Code.

**2.02** Deductions made pursuant to Section 2.01 of this Contract shall be remitted by the City to the Union once each month, and upon receipt, the Union assumes full responsibility for all funds deducted.

## **DISCIPLINE**

**3.01** The City reserves the right to invoke discipline procedures as required. Disciplinary hearings or interviews requested as part of the disciplinary process will be conducted during work hours (this shall not apply to Arbitration, Fact-finding or other meetings held before a third party, or to the contract negotiation process). A pre-disciplinary conference shall be held within five (5) days after infraction of rules.

Extensions shall be granted up to five (5) days with a written explanation of the reason for extended time to investigate said infraction of work rules. The City shall inform the Employee of the discipline to be administered within five (5) days of the disciplinary hearing. The City reserves the right to administer or carry-out the discipline when it deems best from an operational needs perspective. Disciplinary measures involving suspension from employment shall not be invoked with a prior hearing before the Director of Public Service, his Assistant or the Director of Personnel. Such hearing shall be attended by the appropriate Supervisor, the employee for who discipline, involving suspension, is being considered and the Union Steward or his Assistant. An Employee shall be placed on administrative leave with pay while a criminal investigation is pending. Such paid leave will terminate when a decision is made to retain or terminate the Employee.

**3.02** Any record of discipline involving verbal or written reprimands and suspensions of no more than one day will be removed from the employee's personnel file after a two year period, counted from the date such disciplinary action was taken; provided however, that the employee has not subsequently been disciplined for the same offence within the two year period. If disciplined a subsequent time for the same offense within said two year time frame, a new two-year time period will begin from the date of the discipline imposed for the subsequent offense. Disciplinary records so removed from the employee's personnel file shall be maintained in a separate location. Once removed from the employees personnel file such records cannot be used against the employee in determining future discipline. However, in the event of determinations leading to termination of an employee the totality of the employee's file (both the personnel file and any file information previously removed from the personnel file pursuant to this section) shall be considered.

### **GRIEVANCE PROCEDURE**

**4.01** Step 1. An employee who has a possible grievance shall discuss it informally with his immediate supervisor, either alone or accompanied by a Union Steward(s) and/or Union Official(s) within five (5) days after the employee learned or should have learned of the event upon which the grievance is based. The immediate

supervisor shall give an answer to the employee within three (3) days following the date of the grievance discussion.

Step 2. If the employee's grievance is not satisfactorily settled in Step 1, the grievance shall be reduced to writing and signed by the employee and submitted to the Service Department Supervisor within nine (9) days after the employee learned, or should have learned, of the event upon which the grievance is based. The written grievance must set forth the complete facts upon which it is based, the date and time of their occurrence, the Agreement provision upon which the grievance is based, the name of the employee involved, and the relief requested. The Maintenance Supervisor shall give a written answer within three (3) days after the receipt of the grievance in writing.

Step 3. If the grievance is not satisfactorily settled in Step 2, the employee may appeal in writing to the Service Director within fifteen (15) days after he learned or should have learned of the event upon which the grievance is based. The Service Director, together with such representatives of the City as the Service Director deems appropriate, shall then meet with a representative or representatives of the Union and the grievant to consider the grievance. The Service Director will answer the grievance in writing within ten (10) working days following completion of the Step 3 discussion.

Step 4. If the grievance is not satisfactorily settled in Step 3, the Union may appeal said decision within thirty (30) days after the employee learned, or should have learned, of the event upon which the grievance is based by filing a demand in writing with the City to submit the matter to final and binding arbitration and simultaneously serving a demand for arbitration and request for a list of arbitrators to the Federal Mediation and Conciliation Service. The parties shall attempt to agree on an arbitrator from the panel submitted and, if unsuccessful, either party may request a second panel. If a mutually agreeable arbitrator cannot be selected from the second panel, the parties shall be bound to accept an arbitrator from said second panel by the alternate strike method.

**4.02** The arbitrator's authority shall be limited to interpretation and application of the terms of this Agreement and he shall not have any authority to add to or subtract from, or modify in any way, the provisions of this Agreement. The arbitrator shall not

make an award in conflict with law or pass upon issues governed by law. The costs of the arbitration shall be shared equally by the Employer and Union.

**4.03** Any grievance which is not timely presented by the grievant in accordance with the time schedule set forth above shall be considered settled in accordance with the last answer of management and shall not be arbitrable. Any grievance not answered by management within the timetable set forth above shall be deemed rejected and will be advanced to the next step of the grievance procedure upon a timely filing of an appeal by the grievant in accordance with the provisions of this Agreement.

### **PROBATIONARY PERIOD**

**5.01** Employees shall be considered to be on probation for a period of six (6) months from the last date of hire. During the probationary period, discharge or suspension by the City shall not be subject to the grievance procedure. Employees in classifications covered by this Contract are required, as a condition of continued employment, to become members of the Union upon completion of their six (6) month probationary period of employment.

### **SENIORITY**

**6.01** Only regular full-time employees of the City shall have seniority. An employee shall have no seniority during the probationary period provided in this Contract, but upon completion of the probationary period, seniority shall be retroactive to the employee's last date of hire. Supervisors and Foremen of the Department of Public Service shall have only that seniority acquired prior to the establishment of the Union as bargaining agent for the employees of the Department. Any employee promoted from the Bargaining Unit to a Supervisory position shall retain but not accumulate seniority for job preference purposes during the time spent as a supervisor. This in no way alters the accumulation of seniority, by Supervisors and Foremen, as it affects other benefits afforded by employment with the City. Part-time, seasonal and temporary employees, including students and summer employees, shall have no seniority.

**6.02** Seniority shall mean an employee's uninterrupted length of continuous service with the City in a classification covered by this Contract from his last hiring date as a full-time employee. The City shall maintain and make available to the Union a seniority list which shall be updated every year. The seniority list shall contain the name,

classification, date of hire and rate of pay as of the date of the list, of each employee. Daily work assignments shall be scheduled according to seniority except where deviation must be made to provide for training of employees of lesser seniority in the operation of City equipment, or where an employee of lesser seniority has a specific skill or training that better qualifies him to a job.

**6.03** Seniority status shall not be utilized by an employee as a mechanism to pick and choose job assignments from the daily work schedule as prepared by supervision. Job assignments shall in no way adversely affect employee's job classification or pay rate. Employees having a valid objection to daily job assignment shall first perform the job as scheduled and then take appropriate action through the aforesaid Grievance Procedure.

**6.04** Continuous service and seniority shall be broken when an employee:

- (a) Quits, resigns or retires;
- (b) Is discharged for just cause;
- (c) Is laid off for a period equal to the amount of seniority held at the time the lay-off commenced, or twelve (12) consecutive months, whichever is less, except that employees with five (5) or more years of seniority at the time of lay-off will have their continuous service and seniority broken if laid off for over two (2) years;
- (d) Fails to report to work within five (5) calendar days when recalled from lay-off by certified mail addressed to the employee's last known address as shown on City records;
- (e) Is absent without report for three (3) consecutive work days, unless his failure to report for work is excused by the City.

#### **LAY-OFF AND RECALL**

**7.01** In the event of lay-off in classifications covered by this Contract, employees will be laid off in the following order:

- (a) Temporary, part-time, and seasonal employees, provided probationary and non-probationary full-time employees have the qualifications, skill and ability to perform the available work;

- (b) Employees who have not completed their probationary period, provided full-time employees who have completed their probationary period have the qualifications, skill and ability to perform the available work;
- (c) Full-time employees within the classification affected who have completed their probationary period. In the application of the foregoing, employees will be retained by reason of their seniority only if they have the qualifications, skill and ability to perform the available work.

**7.02** Full-time employees shall be laid off on the basis of their seniority within their classification, provided they have the qualifications, skill and ability to perform the available work. In the event an employee cannot hold in his present classification, he shall have the right to bump an employee with lesser seniority in an equal or lower rated classification within the department, provided the employee has the qualifications, skill and ability to do the work of the classification.

**7.03** Employees shall be recalled to their classification in accordance with seniority, in the reverse order of their lay-off, provided an employee with seniority entitling him to recall has the qualifications, skill and ability to perform the available work.

**7.04** In the event of a personnel lay-off in the bargaining unit, the two Union Stewards would be the last employees to be laid-off.

**7.05** Laid-off employees will be given fourteen (14) days notice of such lay-off. In addition, when an employee is to be laid off, the Union may request a thirty (30) day period for decisional bargaining to discuss alternatives to the lay-off. This thirty (30) day period shall be in addition to the fourteen (14) day notice period outlined in this section. In addition, employees will be carried on the City's health insurance through the end of the month in which there lay-off is effective.

### **JOB-BIDDING**

**8.01** Job openings, occurring at the supervisory level, shall be posted indicating required qualifications for such job. Members of the Union may apply, in writing, bidding for such job opening indicating their qualifications for such supervisory job.

Consideration will be given based on such qualifications and previous employment record with the City. The bargaining unit shall be notified of supervisory positions available in the Service Department for one (1) week prior to public notification and shall conduct in-house interviews for one (1) week prior to public notification. If no member of the bargaining unit has the qualifications required for the supervisory position, the City shall open the interview process to the public.

**8.02** When a job opening develops in the bargaining unit, a bid notice shall be posted indicating qualifications deemed necessary by the City for such job. The bid will be awarded on the basis of seniority among those bidders having the requisite qualifications. The bid notice shall be posted for a period of five (5) working days.

### **HOURS OF WORK**

**9.01** The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals, during the period starting 12:00 A.M. Monday to midnight Sunday, except where different hours are necessary to meet operational requirements. Normal daily hours shall be from 7:00A.M. until 3:30 P.M. with ½ hour for lunch. This shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours. If the City adopts a seasonal or permanent second and/or third shift, the City shall pay the Employee shift differential pay of fifty-cents (50¢) per hour for second shift and seventy-five (75¢) per hour for third shift. The City shall give two (2) weeks notice when changing hours of work for seasonal or permanent time periods. The City reserves the right to special needs hours or work changes (i.e., nighttime street striping) without advance notice.

If the City determines that it has a financial or operational need to adopt seasonal or permanent second and/or third shifts (as outlined in this section), the City shall notify the Union ninety(90) working days prior to the implementation of the planned change for the purpose of meeting to discuss such change. The City and Union shall immediately schedule such meeting, and the meeting shall commence during the ninety (90) working day period. The Union shall have the right to review financial documentation pertaining to shift changes and the Service Department's budget and submit said records to the

Union's auditor. If, after discussing the proposed shift change at said meeting, the Union rejects the shift change, the Union may convert the matter into a grievance beginning at step 4 of the grievance procedure, and to proceed to arbitration limited to the financial and operational considerations of such shift change proposal.

**9.02** Employees will be paid time and one-half (1-1/2) their straight-time rate of pay for hours worked in excess of eight (8) in any one work day and time and one-half (1-1/2) their straight-time rate of pay for hours worked in excess of forty (40) in any one (1) work week provided, however, that there shall be no pyramiding of overtime or other premium pay. For purposes of this section, hours paid for vacation, holidays, compensatory time and sick time shall be calculated as time actually worked.

**9.03** The Employer will permit employees to sign up for possible overtime work during the week and weekend. The Employer will select such employees for overtime based upon availability of work and the current (daily) equalization list. The Employer will only contact those employees who sign up for overtime. If an emergency or other situation arises which changes an employee's availability for overtime, then the employee must notify the Director of Public Service as soon as possible to have his name removed.

For the purpose of equalization of overtime, the Employer will use a daily overtime equalization list. If an employee indicates he or she is unable to work, i.e., does not sign up for overtime, then the employee will be charged. Signed-up employees who do not answer their phone, or are subsequently not available, will be charged. Notwithstanding, the Employer will not charge employees for the following reasons:

- (A) Bereavement Leave
- (B) Jury Duty
- (D) Pre-approved vacation time
- (E) Active on-duty injury
- (F) Approved FMLA time
- (G) Sick leave in excess of three consecutive days
- (H) Employees listed below the employee who accepts an overtime call, provided City did not contact those employees

**9.04** At the option of each employee, compensatory hours may be accumulated in lieu of compensation up to a maximum of 96 hours. Said hours will be accumulated at 1.5 hours banked for each overtime hour (or fraction thereof) worked and not compensated. An employee may utilize said bank of overtime hours with the prior approval of his supervisor in increments of not less than four (4) hours unless the supervisor, in his sole discretion, determines some lesser time is appropriate. No time off

may be granted when such time off would require overtime compensation for other members of the department. The City's Finance Department must be notified of any compensatory time being carried over by November 15. In addition, during the winter season (November 1 through March 31) employees may use up to thirty-two (32) hours of their compensatory time bank, as follows: eight (8) hours may be used on Veteran's Day [ Please advise if the Employer is willing to change this day.]; eight (8) hours may be used on Christmas Eve; sixteen (16) hours may be used as winter season fatigue time.

Usage of this additional winter season compensatory time will require supervisory approval subject to winter season staffing needs and in accord with compensatory time usage rules specified in this section. Use of fatigue time will count as hours worked when computing overtime for the day on which such fatigue time is taken.

All compensatory time banked must be utilized by December 1, with the exception of 40 hours which may be carried over to the next calendar year. The City's Finance Department must be notified of any compensatory time being carried over by November 15. At December 1, any compensatory time not used or carried over to a subsequent year up to a maximum 56 hours will be paid in cash by multiplying the hours remaining by the employee's normal hourly rate of pay.

No compensatory time off (except winter season comp time) may be utilized from December 1 of any year through February 28 of the following year; although overtime may be accumulated in accordance with the provisions of this article.

**9.05** Employees required to work on a holiday will be paid, in lieu of Holiday pay, double time and one-half (2-1/2) their straight-time rate of pay for all hours worked on the holiday.

**9.06** An employee who is called in to work when he is not regularly scheduled to work shall be compensated as follows: between the hours of 3:30pm to 11:00pm at one and one-half (1-1/2) times his regular rate for hours worked and shall be compensated for at least two (2) hours pay (except from November 1 to March 31 of each year call outs for salt/snow plowing will be paid at a minimum of three hours at one and one-half times (1 ½) employees' regular rate of pay); and between the hours of 11:00pm to 7:00am at one and one-half (1 ½) times his regular rate for a minimum of four (4) hours per call out. Each member of the salt/snow plowing crew shall be compensated one (1) hour premium

pay per call out to compensate for the loading of salt trucks (example: if the call is 3 hours, the employee shall be compensated at 2 hours the regular rate and 1 hour at the premium rate).

**9.07** Any employee operating a City vehicle for the purpose of snow plowing, salting or ice control shall work a maximum of 16 hours within any 24 hour period; however, if an employee's normal work shift shall include a portion of said 16-hour period, the employee may, at his option, work so much of his normal work shift not to exceed the 16 hour overall limitation.

**9.08** Employees responding to a call-out between the hours of 3:30 p.m. to 7:00 a.m. shall be paid at the premium rate (excepting duties that are already a premium job, (no pyramiding if job call-out is already a premium job) and excluding salt or snow plowing call-out).

#### **COFFEE BREAKS**

**10.01** One (1) fifteen (15) minute coffee break is permitted before lunch and one (1) fifteen (15) minute coffee break is permitted after lunch. Employee's total time away from their assigned tasks for breaks, including purchasing and consumption of food, is not to exceed fifteen (15) minutes. Employees are not permitted to return to the garage for coffee breaks, but may return for lunch provided that total time away from work, including transportation to and from the job site, does not exceed 30 minutes. Employees may take a fifteen (15) minute "wash up" time prior to lunch. Vehicles are not to congregate at restaurants or other food service locations.

#### **CLASSIFICATION**

**11.01** Employees covered by this Contract are as follows:

**Mechanic I.** Employees in this classification are normally required to diagnose and perform all major and minor repairs on all types of vehicles including automotive, light truck, heavy truck, heavy equipment and fire equipment. Must be knowledgeable of and able to repair gasoline and diesel engines, drivetrains, brake systems, steering systems, heating and air conditioning systems, cooling systems, electrical systems, hydraulic systems and on-board computers of all types of vehicles. Must be able to install needed special equipment required on City-owned vehicles and equipment. Employee must be experienced in all types of welding including oxygen-acetylene (cutting and brazing), arc

(vertical and overhead), mig, aluminum and stainless steel. Will be required from time to time to fabricate certain needed parts for various assignments and operate a sandblaster in a safe manner. Employee must be skilled in vehicle refinishing, including panel repair, body work and vehicle painting. Employee may be required to perform other work of a similar nature as directed by supervision. Employee in this classification may be assigned to perform work normally performed by employees in other classifications in the Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a layoff. The City shall not be required to have any number of employees in this classification at any time.

Mechanic II. Employees in this classification are normally required to diagnose and perform all major and minor repairs on all automobiles, light trucks and heavy trucks owned by the City. Employee must also be able to assist the Mechanic I on all major and minor repairs on heavy equipment and fire equipment. Employee must be knowledgeable of and able to repair gasoline and basic diesel engines, drivetrains, brake systems, steering systems, heating and air conditioning systems, cooling systems, electrical systems and on-board computers of all types of vehicles. Employee must be experienced in basic types of welding including oxygen-acetylene (cutting and brazing), arc and mig. Employee may be required to perform other work of a similar nature as directed by supervision. Employee in this classification may be assigned to perform work normally performed by employees in other classification in the Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a layoff. The City shall not be required to have any number of employees in this classification at any time.

Mechanic III. Employees in this classification are normally required to assist a Mechanic I and/or Mechanic II in the service, overhaul and maintenance of all equipment owned by the City. Employee will perform routine inspections, service and preventative maintenance on all vehicles and equipment. Employee will be knowledgeable in all aspects of basic automotive system functions and must be experienced in small engine repairs, including two-cycle engines. Employee will be skilled in mounting, balancing and repairs, of all sizes of tires. Employee will also pick-up needed parts from various suppliers. Employee must assist in vehicle refinishing, including but not limited to,

sanding, preparation, panel repair, body work and vehicle painting. Employee may be required to perform other work of a similar nature as directed by supervision. Employee in this classification may be assigned to perform work normally performed by employees in other classifications in the Service Department, but without an education in their rate of pay unless they bump into a lower paying classification in order to avoid a layoff. Whenever an employee in this classification of Mechanic III is assigned by supervision to work involving vehicle refinishing, such employee shall be paid the rate established for the classification of Mechanic II for the hours engaged in such assignment. The City shall not be required to have any number of employees in this classification at any time.

Serviceman Grade I. Employees in this classification are assigned to perform the duties of a Serviceman Grade II and Serviceman Grade III and in addition may be assigned by supervision to perform skilled sign-making, electrical, plumbing, carpentry, masonry repair or cement finishing work, vehicle painting, sandblasting, or may be assigned by supervision to work as a grader operator, vac-all operator, street sweeper operator, backhoe operator, street striper operator, bombardier operator or concrete saw operator. Employees in this classification are assigned to perform work also performed by employees in other classifications in the Service Department, but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a lay-off.

Serviceman Grade II. Employees in this classification are assigned to perform the duties of a Serviceman Grade III and, in addition, may be assigned to operate a refuse collection truck. An employee assigned to operate a refuse collection truck leads the activities of the employees assigned to the truck and is responsible for their activities. Employees in this classification are assigned to perform work also performed by employees in other classifications in the Service Department but without a reduction in their rate of pay unless they bump into a lower paying classification in order to avoid a lay-off.

Serviceman Grade III. Employees in this classification perform manual labor such as refuse collection, ditch and sewer construction and maintenance, road repair work and other types of physical labor, as required under the supervision of a foreman or other supervisor or of an employee of higher classification, and may operate one (1) or more types of light equipment under five (5) tons capacity.

**11.02** Employees in the classification of Serviceman Grade III and Serviceman Grade II, shall be evaluated once every six (6) months to determine their eligibility for reclassification to a higher Grade. Employees reclassified by such review shall be notified in writing with copies to the Union and to the Union Stewards. Employees, so reviewed and not reclassified, shall also be notified in writing, of the review and the reason for failing to achieve reclassification. Copies of such notice shall be furnished to the Union and to the Union Stewards.

### **COMMERCIAL DRIVER'S LICENSE**

**12.01** It shall be a condition of employment that all employees who are part of this collective bargaining unit shall have and maintain a State of Ohio Commercial Driver's License (CDL) during all periods of their tenure of employment. It is likewise a requirement that all members of the bargaining unit be insurable and able to operate all City equipment. Any employee who fails to maintain his CDL, fails to maintain his insurability, or is physically unable to operate equipment, will be subject to the provisions of Paragraph 12.04 herein. An employee may allow his CDL to lapse only if the State of Ohio eliminates the CDL requirement for affected municipal employees.

**12.02** Endorsements - Each employee covered under this collective bargaining agreement is required to pass the General Knowledge test; Road Skills Test (unless grandfathered); Tanker Test endorsement and Air Brake Test Endorsement. In addition, there will be a minimum of two (2) employees who will possess the Passenger Transport Test and a minimum of two (2) employees who will possess the Hazardous Material Test as secondary endorsements. These secondary endorsements will be required of employees in order of seniority. Failure on the part of an employee to successfully secure a secondary endorsement will require the next most senior employee to attempt to secure the secondary endorsement. If no employees are able to secure the secondary endorsements, it will be a condition of employment of the two (2) least senior employees to possess and maintain such secondary endorsements in addition to the endorsements already required.

**12.03** License Cost - For all employees required to have and maintain a CDL, the City agrees to reimburse each such Employee for the cost of securing a CDL with the required endorsements. This section refers only to the cost of the actual license and not

any outside training the employee may require. In addition, the City agrees to pay for one (1) and only one (1) Road Skills Test, for any employee who is required to take such test. The costs for such road test includes the use of an appropriate City vehicle and of one (1) licensed driver.

**12.04 Failure to Maintain CDL** - It is the sole responsibility of the employee to notify his supervisor if the employee's CDL is suspended, revoked or canceled or if he is disqualified from driving, before the employee's next regularly scheduled work shift after he becomes aware of said suspension, revocation, cancellation or disqualification. Failure on the part of the employee to notify his supervisor of any of the above mentioned conditions shall result in immediate dismissal from employment. The employee must also notify his supervisor of any traffic violations (except parking) before the employee's next regularly scheduled work shift after a conviction. Failure to notify a supervisor of a conviction of a traffic violation will result in a one (1) day suspension from employment, without pay, for the first offense; a three (3) day suspension from employment, without pay, for the second offense; and dismissal from employment upon the third offense.

If an employee has his CDL suspended, revoked or canceled or if he is disqualified from driving for a period up to one (1) year due to a DUI charge, and there is no damage to person or property, he will be suspended from employment, without pay, for a period of ninety (90) days. However, in the event a suspended employee has accrued vacation or compensatory time available, he may draw on such accrued but unpaid compensatory time or vacation pay during said period of suspension until said accrued but unpaid vacation pay or compensatory time is exhausted. The ninety (90) day unpaid suspension will begin the workday immediately following the day the CDL is suspended, revoked or canceled. The suspension may terminate prior to the ninety (90) day period if the employee's CDL is reinstated prior to the ninetieth day. At the conclusion of the ninety (90) day suspension the employee may return to work in a non-driving capacity until the end of the period of CDL suspension, provided the CDL suspension is no longer than one year. If the time period of suspension, revocation, cancellation or disqualification is longer than one (1) year, the employee will be terminated from employment effective the date of the qualifying event. The employee will be granted the usual and customary time, as determined by the Ohio Bureau of Motor

Vehicles, to reinstate his CDL license. At no time shall more than one (1) employee, at any one period of time, be permitted to work while his CDL license is suspended, revoked or canceled. The City at its sole discretion may determine, without the threat of grievance, that more than one (1) employee may work while such CDL licenses are suspended, revoked or canceled. The Employer has the right to discipline an employee, up to and including dismissal, whose CDL has been suspended, revoked or cancelled, for egregious reasons that harm the employer's reputation.

During the period of the ninety (90) day unpaid suspension, the City will continue the employee's Health Insurance coverage at no cost to the employee. No other benefits will accrue to the employee during the ninety (90) day unpaid suspension.

If an employee has his CDL suspended, revoked or canceled or if he is disqualified from driving during the same period of time that another employee has his CDL suspended, revoked or canceled, he will be suspended from employment, without pay, for the time until he is able to resume CDL privileges. However, in the event a suspended employee has accrued vacation or compensatory time available, he may draw on such accrued but unpaid compensatory time or vacation pay during said period of suspension until said accrued but unpaid vacation pay or compensatory time is exhausted. If the time period of suspension, revocation, cancellation or disqualification is one (1) year or longer, the employee will be terminated from employment effective the date of the qualifying event.

If an employee's CDL is suspended, revoked or canceled or if he is disqualified from driving two (2) times during a 36 month period, the employee will be terminated from employment effective the date of the second suspension, revocation, cancellation or disqualification.

**12.05** All Employees required, pursuant to Sections 12.01 or 12.02 of this Contract, to keep and maintain a CDL shall be entitled to an additional allowance for the maintenance of such CDL of CDL Pay which shall equal fifty cents (\$0.50) per hour for all hours worked, CDL Pay shall be paid with each current bi-weekly pay, in an amount to be derived by multiplying all hours worked in the current pay period by fifty cents (\$0.50). Effective Jan 1, 2014, this amount shall increase to sixty cents (\$.60) per hour.

**RATES OF PAY**

**13.01** The hourly rates of pay applicable to employees in the classifications set forth in this Contract will be as follows effective **January 1, 2015** through **December 31, 2017**.

Classification	Hourly Rate Effective 1/1/2015 0%	Hourly Rate Effective 1/1/2016 2%	Hourly Rate Effective 1/1/2017 0%
<b>Mechanic I</b>	<b>\$26.45</b>	<b>\$26.98</b>	<b>\$26.98</b>
<b>Mechanic II</b>	<b>\$25.88</b>	<b>\$26.40</b>	<b>\$26.40</b>
<b>Mechanic III</b>	<b>\$25.60</b>	<b>\$26.12</b>	<b>\$26.12</b>
<b>Mechanic IV</b>	<b>\$25.31</b>	<b>\$25.81</b>	<b>\$25.81</b>
<b>Serviceman Grade I</b>	<b>\$25.31</b>	<b>\$25.82</b>	<b>\$25.82</b>
<b>Serviceman Grade II</b>	<b>\$24.77</b>	<b>\$25.27</b>	<b>\$25.27</b>
<b>Serviceman Grade III</b>	<b>\$23.78</b>	<b>\$24.26</b>	<b>\$24.26</b>
<b>Serviceman Grade IV</b>	<b>\$20.28</b>	<b>\$20.68</b>	<b>\$20.68</b>

**13.02** A new employee hired as a Serviceman Grade III will be paid a starting rate which is One Dollar (\$1.00) an hour less than the regular rate for a Serviceman Grade III for the period of his probationary employment and will be paid the regular rate for a Serviceman Grade III upon completion of this six (6) month probationary period.

**13.03** A new employee hired as a Mechanic III will be paid a starting rate which is one dollar (\$1.00) an hour less than the regular rate for a Mechanic III for the period of his probationary employment and will be paid the regular rate for a Mechanic III upon completion of this six (6) month probationary period. A Mechanic shall be paid a wage premium of \$.25 per hour (this amount is already incorporated in the above scale).

**13.04** If temporarily assigned to a higher classification, an employee will be paid the rate of the higher classification for a minimum of two (2) hours or time actually worked in the higher classification, rounded to the next higher hour, whichever is greater.

**13.05 (A)** An employee assigned by supervision to perform skilled sign-making, electrical, plumbing, carpentry, masonry repair, cement finishing work, vehicle refinishing, sandblasting or assigned by supervision to work as a grader operator, street sweeper operator, back-hoe operator, front-end loader operator; tar wagon operator, jack hammer operator, street striper operator, Bombardier operator, asphalt raker, asphalt recycler operator, bobcat operator, or concrete saw operator, chain saw operator, all members of the concrete crew, turf applicator and duties requiring a Class A commercial drivers license will be paid one dollar (\$1.00) an hour over the regular Serviceman Grade I rate for the performance of such assigned work even if such employee is not the senior member of the crew. This premium of one dollar (\$1.00) an hour will be paid only to the employee principally assigned to and responsible for the performance of such work and will not be paid to employees assigned to assist or help the employee principally assigned to and responsible for the performance of such work except for the concrete crew, as noted above. Additionally, a premium of one dollar (\$1.00) an hour shall be paid to employees holding a Hazmat Endorsement when transporting hazardous materials from the service garage to disposal sites.

**(B)** For the period from the execution of this Agreement through December 30, 2017, Section 13.05(B) (sewer crew provision) shall have no force or effect. Effective as of December 31, 2017, this provision will be reimplemented and have the same force and effect it had prior to the execution of this Agreement. Sewer Crew: Additionally, Employees performing on sewer crew shall be paid a premium of one-dollar (\$1.00) per hour above the Grade 1 premium rate, and shall be paid at this rate for the forty (40) hour period (regular workweek) that they are assigned to the sewer crew. Sewer Calls: Employees shall be guaranteed 4 hours of pay at the 1 ½ x rate for carrying the cell phone, if there are no after hour call outs from Monday through Sunday. The existing call out procedure will remain as follows: the Police Department places call to Foreman or Supervisor. Foreman/Supervisor contacts the resident to screen the call. If the Foreman/Supervisor determines that a sewer call out is warranted then they call the man carrying the cell phone. The man with the cell phone makes the calls to call out a sewer crew. If no one responds to the call out the man holding the pager is then contacted.

(Note: Employee carrying the pager is not entitled to the 2 hours pay addressed by this section).

**13.06** When the Director of Public Service assigns an employee the duty of “Acting Supervisor” or “Acting Foreman” the employee shall be paid at the normal rate of pay for such “Acting” duty assigned.

**13.07** Each employee in the bargaining unit shall be paid ERP pay in the following amounts: 3.0% of the employees base pay, for employees with over twenty (20) years of continuous service; 2% for employees with ten (10) years of continuous service, but less than twenty (20) years of continuous service; 1% for employees with less than ten (10) years of continuous service. Such payment shall be made on the pay date closest to April 1 of each year. Effective as of December 31, 2017, all employees in the bargaining unit shall receive ERP pay in an amount equal to 3.0% of an employee's base pay on the pay date closest to April 1 of each year.

### VACATIONS

**14.01** The annual vacation benefits for employees covered by this contract are as follows:

1 years full-time active duty	=	2 weeks vacation with pay
5 years full-time active duty	=	3 weeks vacation with pay
10 years full-time active duty	=	4 weeks vacation with pay
17 years full-time active duty	=	5 weeks vacation with pay
24 years full-time active duty	=	6 weeks vacation with pay

Vacation selection shall be by seniority at any time during the year subject to supervisory approval.

**14.02** An employee may elect to take up to seven (7) days vacation time, per year, as individual days. These individual days, when used, are to be subtracted from any future scheduled vacation time the employee has earned but not yet taken in the same calendar year. Any individual usage of vacation days are to be requested through supervision at least two (2) shifts prior to being taken. Individual usage of vacation days can only be used after having been approved by supervision.

**14.03** Exceptions to this arrangement can only be made, in writing, by the Director of Public Service upon receipt of written request from the employee.

**14.04** All newly hired or re-hired employees of the Service Department shall not be entitled to bring with them previously earned vacation credits as provided by the Ohio Revised Code Section 9.44. This provision shall be effective for all employees hired on or after April 1, 1991.

**14.05** Vacation shall be earned as of January 1 of each year and shall be taken by the employee in the calendar year in which it is earned; provided, however, that when an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe the additional increment of vacation in the twelve (12) month period measured from the anniversary. Vacation shall not be accrued from year to year or payment made in lieu thereof except by special arrangement with the Director of Public Service; provided, however, that any full-time member of the Service Department, who has concluded fifteen (15) continuous years of service, may, at his option, bank not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. Such employee may receive cash payment for such banked vacation one time, either at retirement or before, but may not thereafter, bank additional hours after the nine (9) weeks have been utilized. In lieu of banking vacation time, an employee may turn in for annual payment not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. The City's Finance Department must be notified of this intent not later than November 1<sup>st</sup> of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.

## **HOLIDAYS**

**15.01** Each regular, full-time employee of the Service Department shall be entitled to the following twelve (12) paid holidays:

- (a) First day of January, known as New Year's Day;
- (b) Third Monday in January, known as Martin Luther King Day;
- (c) Third Monday in February, known as Washington-Lincoln Day;
- (d) Decoration or Memorial Day (date of observance as established by State Legislature);
- (e) Fourth day of July, known as Independence Day;
- (f) First Monday in September, known as Labor Day;
- (g) Second Monday in October, known as Columbus Day;
- (h) Fourth Friday in November, known as the day after Thanksgiving;
- (i) Fourth Thursday in November, known as Thanksgiving Day;
- (j) Twenty-fifth day of December, known as Christmas Day;
- (k) A Floating Holiday to be taken subject to prior arrangement with Departmental Supervision;
- (l) Employee's Birthday.

**15.02** In any case where an employee is required to work on any of the six (6) traditional holidays, which holidays are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, in any calendar year, he shall be entitled to his straight time earnings plus double time for such hours actually worked on the six (6) traditional holidays he actually works in any calendar year.

**15.03** In cases where an employee is required to work on a day which he would otherwise be entitled to observe as a paid holiday, he will be paid his normal hourly rate

of pay and will be paid, in addition, at the rate of time and one-half (1-1/2) for the hours he works on the holiday. An employee will lose his eligibility for any of the above mentioned holidays for which he fails to report for work without an excuse approved by the City on his last scheduled work day before such holiday and his next scheduled work day following said holiday.

**LONGEVITY PAY**

16.01 Compensation for continuous full-time employment, which shall be entitled “longevity pay”, shall be paid for each calendar year on the first pay period in December of each calendar year. The rate of longevity pay to which an employee shall be entitled in any calendar year shall be computed in accordance with the following schedule:

YEARS OF CONTINUOUS, FULL-TIME EMPLOYMENT COMPLETED AS OF THE ANNIVERSARY DATE <u>OF EMPLOYMENT</u>	RATE OF LONGEVITY PAY <u>PER MONTH</u>
0-4	-0-
5	20.83
10	41.66
15	62.50
20	83.33
25	104.16
30	125.00

The amount of longevity pay to which an employee is entitled in a calendar year shall be computed by multiplying the number of months in the calendar year preceding and subsequent to his or her anniversary date of employment in that year by the applicable rate or rates of monthly longevity pay based upon the number of years of continuous full-time employment completed in that year, as determined in accordance with the above schedule.

**16.02** In each calendar year, the anniversary date of employment shall be the first day of the month in which the employee commenced his continuous, full-time employment with the City. In calculating the length of an employee's continuous employment, full-time service in all departments of the City shall be included.

### **SICK LEAVE**

**17.01** Each regular, full-time employee of the Service Department shall be entitled to one and one quarter (1-1/4) days of sick leave with pay for each month of employment. Unused sick leave shall be cumulative up to a total of one thousand seven hundred and fifty (1,750) hours. At no time shall accrued sick leave be more than one thousand seven hundred and fifty (1,750) hours. Sick leave accrued under prior ordinances of the City shall remain in effect. Payment for sick leave shall be made only when approved by the Director of Public Service, who may require the employee to furnish a satisfactory, written, signed statement to justify the use of sick leave, and in the case of sick leave absence in excess of one (1) day, may require certification of the nature of illness or injury from the employee's physician or the Police Surgeon.

**17.02** An employee may use a portion of his or her accumulated sick leave for funeral arrangements and services for his or her spouse, child, parents, mother-in-law, father-in-law, grandparents, grandparents-in-law, sister, brother, sister-in-law, brother-in-law, grandchildren, step-parent, step-sister and step-brother, aunt, uncle, cousin, niece, nephew. Funeral leave so utilized shall not be charged as to reduce employee's sick leave incentive.

**17.03** An employee may use his or her accumulated Sick Leave Credit for verifiable family emergency illness. Acceptable proof of emergency necessity must be provided where such use of Sick Leave is to be permitted and paid.

**17.04** At time of retirement from active duty with the City, or death of the employee, the employee, or the employee's estate, will be paid in cash for sixty percent (60%) of the value of his accrued, but unused sick leave credit. Such payment shall be based on the employee's rate of pay at time of retirement or death. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made shall be sixty percent (60%) of twelve-hundred (1200) hours. The formula for computation shall be:

$$\frac{(\text{Annual rate x accumulated hrs. x 60\%})}{2080}$$

**17.05** Service Department employees shall be paid an incentive for conservation of sick leave allowances as follows:

<u>UNUSED SICK LEAVE DAYS</u>	<u>INCENTIVE PAYMENT-HOURS</u>
15	30 Hrs.
14	28 Hrs.
13	26 Hrs.
12	24 Hrs.
11	22 Hrs.
10	20 Hrs.
9	18 Hrs.
8	16 Hrs.
7	14 Hrs.
6	12 Hrs.
5	10 Hrs.
Less than 5	-0-

Hourly rate to be paid will be that in effect as of December 31 in the year in which the sick leave days are accumulated. Payment is to be made concurrent with the second payroll of February following the year in which sick leave days were accumulated. Such incentive payment will in no way diminish an employee's sick leave accumulation.

**17.06** Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action, including dismissal from employment.

A patterned use or abuse of sick leave shall be defined as any recurring cycle of short term absences or as an excessive amount of short term absences which are deemed unexcused by supervision.

Any violation of this section shall require an oral warning for the employee by his supervisor. The second violation of this section will result in a written warning by the employer, which will be permanently kept in the employee's personnel file. A third violation of this section will result in a one (1) day suspension from employment, without pay. A fourth violation of this section will result in a five (5) day suspension from employment, without pay. A subsequent violation of this section will result in further discipline up to and including dismissal from employment at the City's sole discretion.

**17.07** ON DUTY INJURY LEAVE: Whenever an Employee is injured while on duty, the Employee is entitled to on duty injury leave pay provided the Employee reports such injury to the Supervisor or Forman during or by the end of the shift during which the injury occurred.

Section 1. The first report of injury shall be made to Employers' HealthSource or the Parma Hospital Emergency Room or a medical provider appointed by the as soon as practicable but no later than three (3) days after the injury is reported to the Supervisor or

Forman. Employers' HealthSource or the Emergency Room or the City appointed medical provider must within forty-eight (48) hours of the initial medical examination certify to the Personnel Office that the Employee is unable to work due to the reported injury as a condition precedent to the Employee receiving on duty injury pay. This shall be the only time that the employee shall be required to be examined by this provider or the emergency room.

Section 2. At all times, the Employee retains the right to seek a medical examination from a medical doctor of their choosing. Medical evidence shall be provided in writing to the Employer within a reasonable period (no more than fourteen (14) days) by the Employee's treating medical doctor, establishing: (a) the cause and nature of the injury (b) the extent of the injury (c) the likelihood of the term disability (d) the medical probability of full recovery and eventual return to work. In addition, the Employee's medical doctor shall complete and submit to the Employer a BWC Medco-14 Physician's Report of Work Ability form within 14-days of the date of injury. Forms will be available at the Personnel Office and the Service Department. After the initial filing of the workability report, such workability reports will be required to be submitted to the Personnel Office no less than once every thirty (30) days. In order for the Employee to remain on on-duty injury leave, the Employee's physician must complete the BWC Medco-14 form in its entirety.

Section 3. Only the Personnel Director, on behalf of the City, and the City's BWC Third Party Administrator, shall make inquiries to the Employee's medical doctor or the BWC representatives and MCO in regard to the Employee's injury or status. The Employee may review all records concerning correspondence between the City, the

medical doctors, and the Ohio Bureau of Workers' Compensation representatives, which are maintained in the personnel office, relating to the Employee's injury.

Section 4. At any time, the City may request a medical opinion by a City appointed medical doctor who practices in the Employee's type of injury. In the event that there is a disagreement between the City's medical doctor and the Employee's medical doctor regarding the Employee's ability to work due to the injury, the certification of a third medical doctor is required. The City shall select a third medical doctor from the BWC listing of physicians certified to practice in the Employee's type of injury. The third medical opinion shall be a final and binding decision.

Sections 5. An approved absence due to injury on the job will not extend beyond two hundred seventy (270) calendar days. If necessary an injured Employee may petition the Medical Review Board for an extension of the on duty injury leave. Such extension, while made at the sole discretion of the Medical Review Board, shall not be unreasonably denied. The Medical Review Board shall be comprised of the Mayor or his designee and Service Director, the Local 1099 Union President and one member of the Local 1099 bargaining unit selected by the Union President. In the event of a deadlock decision, the Medical Review Board shall secure the services of a Mediator from SERB to resolve the deadlock. If an Employee exhausts the on duty injury leave as described in this section, the Employee retains the right to seek wage continuation benefits available through the Ohio Bureau of Workers' Compensation and other benefits.

Section 6. The Employee is not entitled to collect on duty injury pay under this section while employed by an employer other than the City of Parma Heights.

Section 7. This section shall apply to all on duty injuries that occur on or after January 1, 2006.

**17.08 LIGHT-DUTY ASSIGNMENTS:**

Section 1. The City reserves the right, at its sole discretion to assign an Employee to light-duty status consistent with the medical certification contained within the BWC Medco-14 Work Ability Report. Light-duty assignments shall be made in writing to the Employee.

Section 2. In the event that there is a conflict between the Employee's medical doctor and the City's medical doctor regarding medically appropriate assignments, a third medical doctor specializing in the injury will determine the Employee's physical ability.

Section 3. The Service Director will assign the specific light duty activities consistent with the Light Assignment Duties Certification. Light duty assignment will be available during the period of on duty injury leave and extension when granted by the Medical Review Board.

Section 4. While on light-duty status the employee may at his option either take or bank scheduled holiday or vacation time that occurs during the period of light-duty assignment. Failure of the Employee to accept the light-duty status on the date specified will cause the on duty injury leave to terminate. Injury leave subsequent to such a refusal to accept a light-duty assignment will be charged against the Employee's accrued personal time.

Section 5. While on light-duty assignment the Employee may be employed by an employer other than the City, provided such employment is consistent with his/her medical certification and provided such light-duty assignment does not exceed thirty (30)

calendar days. If such light-duty assignment exceeds thirty (30) calendar days, Section 6 of the On Duty Injury Leave Article shall apply.

**INSURANCE**

**18.01 Employees shall pay health insurance premiums on the 90/10 Health**

**Insurance plan, in accordance with the following charts:**

**Effective January 1, 2015:**

Tier	80/20	90/10
EE	\$ -	\$ 45.00
EE+SP	\$ -	\$ 105.00
EE+CHR	\$ -	\$ 95.00
FAM	\$ -	\$ 125.00

Category	Monthly Incentive
Annual Physical	\$ 15.00
Non-Tobacco User	\$ 15.00

**With Incentive**

Tier	80/20	90/10
EE	\$ -	\$ 15.00
EE+SP	\$ -	\$ 75.00
EE+CHR	\$ -	\$ 65.00
FAM	\$ -	\$ 95.00

**Effective January 1, 2016:**

Tier	80/20	90/10
EE	\$ -	8%, capped at \$49.50
EE+SP	\$ -	8% capped at \$115.50
EE+CHR	\$ -	8% capped at \$104.50
FAM	\$ -	8% capped at \$137.50

Category	Monthly Incentive
Annual Physical	\$ 15.00
Non-Tobacco User	\$ 15.00

**With Incentive**

Tier	80/20	90/10
EE	\$ -	\$19.50
EE+SP	\$ -	\$85.50
EE+CHR	\$ -	\$74.50
FAM	\$ -	\$107.50

**Effective January 1, 2017 Employees shall pay a premium equal to 10% of the City's COBRA rate (less the 2% COBRA fee) for their respective health insurance plan.**

Each regular, full-time employee of the Service Department shall, after one (1) month of such full-time service, be entitled to health insurance provided by the City.

**18.02 Life Insurance-Group Term.** The City will provide group term life insurance coverage in the amount of twenty-five thousand dollars (\$25,000) for each employee covered by this Contract who has been employed by the City for more than one (1) year.

## SAFETY

**19.01** In order to promote the safety and physical welfare of the employees in the Service Department of the City, the City will, at the earliest possible date, establish a "Shop Safety Committee" comprised of the Steward, Assistant Steward, a third member from the Bargaining Unit, the Supervisors of the Service Department, the Assistant Service Director and the Director of Personnel. This Committee will review, and revise if required, previously published "Service Department Safety Regulations," establish a method of monitoring observance of those regulations and provide for a system of disciplinary enforcement of such regulations.

**19.02** The use of protective footwear (safety shoes) will be mandatory for all employees, without exception, at all times, while employed in the Service Department of the City.

**19.03** New, Serviceman Grade III (Probationary) and Mechanic III (Probationary) employees will be provided with the initial issue of safety shoes and a work jacket by the City. Such shoes will be purchased by the new employee as directed by the City. Should the new employee not satisfactorily complete his period of probationary employment, the cost of the safety shoes will be deducted from the employee's final paycheck and the work jacket will be returned to the City.

**19.04** Each regular full-time member of the Service Department shall be entitled to a uniform allowance of four hundred and fifty dollars (\$450.00) per year, payable on the pay date closest to August 1<sup>st</sup> of each year. Notwithstanding the foregoing, Mechanics will be entitled to four hundred fifty dollars (\$450.00) per year, payable on the pay date closest to August 1<sup>st</sup> of each year. Upon execution of this Agreement, the City

will provide, at no cost to employees, one (1) uniform jacket. Thereafter, it will be the responsibility of the employee to maintain and replace said jacket. However, no member of the Service Department shall be entitled to any uniform allowance during the period of his probation as defined in Section 5.01 of the Agreement. Any new member of the Service Department completing his probationary period shall be entitled to an amount equal to the amount of the payment divided by twelve (12) and multiplied by the number of full months remaining in the calendar year. If the new employee completes his probationary period of employment after the pay date closest to August 1, he shall receive the uniform allowance on the next pay date closest to the end of his probationary period.

#### **MECHANICS TOOL ALLOWANCE**

**20.01** The City agrees to provide a Mechanic's Tool Allowance, not to exceed three hundred dollars (\$300.00) per employee, per year, for those employees classified as Mechanic I, Mechanic II and Mechanic III and who are assigned to perform mechanical duties in the City's Service Garage. Tools included in this allowance are those normal hand tools (non-powered) utilized by mechanical personnel in the performance of their mechanical duties. Replacement of such tools when worn out or broken will be at City expense. Replacement of such tools in other circumstances will be at the employee's expense. Tools that are worn out or broken are to be given to the City upon replacement.

#### **OPERATION OF CITY EQUIPMENT**

**21.01** When, in situations where City of Parma Heights equipment is leased, rented or loaned to other Governmental Jurisdictions and the City of Parma Heights operators are detailed to operate such equipment, such operators are normally to be

qualified members of the Union rather than Parma Heights supervisory personnel. This, in no way, precludes the operation of City of Parma Heights equipment by City of Parma Heights supervisory personnel in the event of emergencies or when qualified Union members, otherwise engaged, are not available for the emergency operations.

### **MANAGEMENT RIGHTS**

**22.01** Except as they are specifically restricted or limited by the express language of this Contract, the City shall retain all of its inherent rights, as Employer, including but not limited to the following:

- (a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure;
- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations;
- (d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; and to assign and schedule workers in whatever configuration best suits the City's needs in the area covered by this Agreement;
- (e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- (f) Make any and all rules and regulations except that all rules will be uniformly and impartially applied;

- (g) Determine the adequacy of the work force;
- (h) Determine the overall mission of the employer as a unit of government;
- (i) Effectively manage the work force;
- (j) Take actions to carry out the mission of the public employer as a governmental unit.

**22.02** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the City, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of this Agreement are, and shall remain, exclusively those of the City.

#### **UNION MEETINGS**

**23.01** Employees required by the City to attend meetings to discuss Union business will be paid for such meetings when they occur during normal working hours. The Union will call no meetings involving the stewards or membership except during the lunch hour or after normal working hours.

#### **NO STRIKES**

**24.01** Neither the Union nor any employee or employees will either instigate, promote, sponsor, engage or participate in, or condone any strike except as authorized by Chapter 4117 of the Ohio Revised Code. Any employee who participates in, advances, leads or promotes an unlawful strike shall be subject to disciplinary action up to and including discharge. In the event of any breach of this no-strike provision occurring, the Union's officers shall publicly declare that the strike is unauthorized, shall promptly

make reasonable, earnest efforts to bring about a prompt termination of the strike and shall continue with such efforts until the employees return to work.

### **PERS AND UNEMPLOYMENT**

**25.01** P.E.R.S. The Employer will make all contributions required by law to the Public Employees Retirement System and the State of Ohio Unemployment Compensation Fund on behalf of all employees classified and covered by this Contract.

**25.02** Pension "Pick Up" Payments. Within a reasonable period from the ratification of this Contract, the Employer shall initiate a pension "pick up" plan. Specifically, the employees' gross salary shall be reduced by the full amount of said contribution. The employees' contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by employees prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Public Employees Retirement System pension fund benefit calculations (PERS), and for the purposes of the parties in fixing salaries and compensation of employees as set forth in this Contract. The Employer's contribution to PERS will be calculated on the full salary of members before the pick up is deducted from gross salary.

### **LEGALITY**

**26.01** It is the intent of the City and the Union that this Contract, comply, in every respect, with applicable legal statutes, and charter requirements, and if it is determined that any provision of this Contract is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Contract. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful provision.

### **DURATION**

**27.01** This Contract shall become effective on the 1<sup>st</sup> day of January, 2015, and shall continue in full force and effect until midnight, December 31, 2017, and thereafter from year to year unless at least thirty (30) days but not more than sixty (60) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Upon timely written notice of any intention to re-open negotiations, an initial conference will be arranged within fifteen (15) days after receipt of such notice.

### **NEGOTIATION PROCEDURES**

**28.01** The parties agree to a Voluntary Dispute Settlement Procedure in the form as set forth in Exhibit "A" attached hereto and will execute and file a copy with the State Employment Relations Board for any contract negotiations or contract re-openers provided for in this contract.

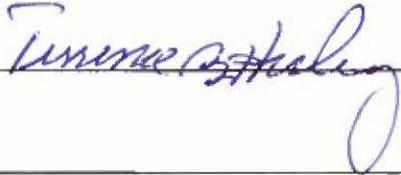
### **DRUG/ALCOHOL TESTING**

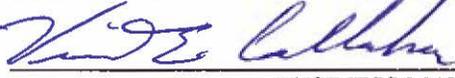
**29.01** The City and Union have agreed on a drug/alcohol policy, a copy of which is attached hereto as Exhibit "B", and incorporated by reference.

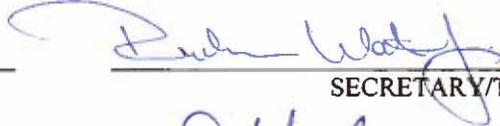
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 13<sup>th</sup>  
day of NOVEMBER, 2015.

CITY OF PARMA HEIGHTS

LOCAL 1099, MUNICIPAL, COUNTY  
AND STATE EMPLOYEES' UNION

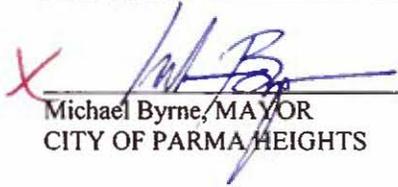
  
\_\_\_\_\_

  
\_\_\_\_\_ BUSINESS MANAGER

  
\_\_\_\_\_ SECRETARY/TREASURER

\_\_\_\_\_

  
\_\_\_\_\_ STEWARD

X   
\_\_\_\_\_ Michael Byrne, MAYOR  
CITY OF PARMA HEIGHTS

  
\_\_\_\_\_ ASST. STEWARD

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS

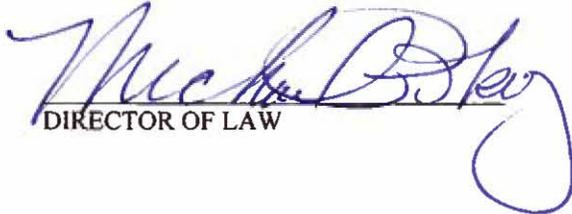
  
\_\_\_\_\_ DIRECTOR OF LAW

EXHIBIT "A"

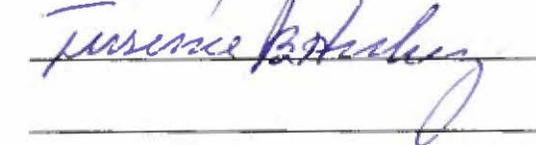
The City of Parma Heights (City) and Municipal County and State Employees' Union Local 1099 (Union) hereby agree to an Alternate Dispute Resolution Procedure which shall govern their 2003 collective bargaining negotiations in place of the negotiation procedure set forth in the Ohio Public Employee Collective Bargaining Act. As provided in the Act, this Alternate Procedure shall be jointly submitted to the State Employment Relations Board immediately after execution. The agreed upon Alternate Dispute Resolution Procedure is as follows:

- A. Contract negotiations between the Union and the City already have begun and will continue until contract expiration or any mutually agreed upon contract extension. At any time during negotiations, either party may request submission of disputed issues to Federal Mediation.
- B. If, by contract expiration of any mutually agreed upon contract extension, the Union and the City have failed to reach agreement, then the parties may elect to continue negotiations or, at any time thereafter, either party may request submission of the dispute to a mutually agreed upon fact-finder who shall submit his recommendations not later than seven (7) days after the conclusion of the fact-finding hearing.
- C. If a settlement between the Union and the City is not reached as a result of the fact-finding procedure, then the Union, after giving the statutory ten-day prior written notice of intent to strike to the City, any strike as permitted by Section 4117 of the Ohio Revised Code.
- D. The current contract shall continue in effect until a mutually agreed upon date, or until a new contract has been reached, or until terminated after appropriate ten-day notice from the Union or the City.

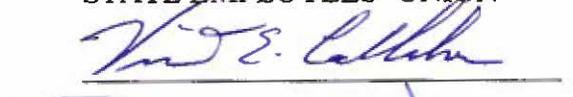
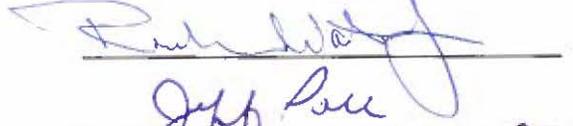
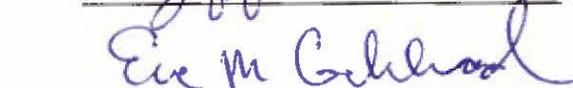
This Alternate Procedure shall govern throughout the full course of the collective bargaining negotiations between the City and the Union as set forth above.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF PARMA HEIGHTS

X   


LOCAL 1099  
MUNICIPAL, COUNTY AND  
STATE EMPLOYEES' UNION

City of Parma Heights  
Benefit Highlights  
Dental

Dependent Age Limit	23 <sup>rd</sup> Birthday
Deductible	\$50 single/\$150 family
Annual Maximum	\$1,000

**PREVENTIVE SERVICES**

Preventive Services (not subject to deductible)	100%
Oral Exams	Two exams per benefit period
Bite-Wing X-ray	Two per benefit period
Full-mouth X-rays	One every 36 months
Topical Fluoride Treatment	One per benefit period per Eligible dependent under age 19
Prophylaxis	Two per benefit period
Emergency palliative treatments	
Lab Exams and Tests	
Sealants	To age 14, once per 18 months, posterior teeth only

**COMPLEX SERVICES**

Complex Services (subject to deductible)	60%
Inlays and Onlays	Once every five years per tooth
Crowns	Once every five years per tooth
Dentures	Once every five years
Prosthetics (fixed)	Once every five years per unit

**ESSENTIAL SERVICES**

Essential Services (subject to deductible)	80%
Restorations	
Endodontics	
Periodontal Maintenance	
Periodontal Prophylaxis	

\*\* Please refer to your benefit certificate booklet for a complete description of all covered benefits and exclusions. \*\*

MEMORANDA OF UNDERSTANDING

**2014 wages:** Pursuant to a wage re-opener in 2014, employees in this bargaining unit will receive a 2% wage increase for the year 2014. Retroactivity for this increase will be a payment of \$1,250 plus any calculated retroactivity from January 1, 2015 through the execution of the Agreement.

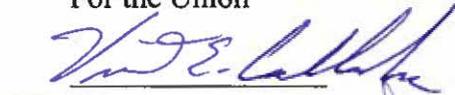
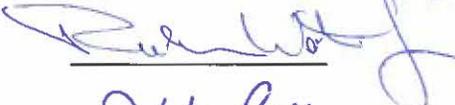
**Section 9.04 (Comp time):** The annual addition of 56 hours of compensatory time shall be discontinued for this bargaining unit. However, a one-time addition of an amount equal to 56 hours of pay at the employees rate of pay on January 1, 2015 shall be permanently incorporated into their base wage.

**Me-Too for 2017 wages and insurance premiums only:** Should any other employee in any bargaining unit receive a wage increase or a lower insurance employee contribution than those outlined in this agreement for 2017 as result of an agreement or otherwise, including, but not limited to, fact-finding or conciliation, employees in this bargaining unit shall receive the same wage increase and/or reduction in the insurance employee contribution, as any other employee in any other bargaining unit.

For the City

X   
Lawrence Stueben

For the Union

  
  
Jobee Lee  
Eric M. Gilford



# PARMA HEIGHTS POLICY FOR IMPLEMENTATION OF DRUG TESTING

## PURPOSE

The purpose of this policy is to provide Members of Local 1099 with the City of Parma Heights' position regarding alcohol and drug usage situations. The intention of the City of Parma Heights is to provide a safer work environment, to improve an employee's health and job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug related situations throughout the City of Parma Heights'. **From this point forward, the City of Parma Heights shall be known as "the City", and members of Local 1099 shall be known as "Employees"**.

## POLICY

### 1. Use of Alcohol and Drugs

- a. Employees shall not possess, while on duty, any unsealed receptacle containing an alcoholic beverage nor shall any employee sell or use an alcoholic beverage while on duty.
- b. Employees shall not possess, sell or use illegal drugs nor abuse prescription drugs at any time.
- c. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of prescription drugs except as provided in Item 1(d) below.
- d. Employees must report to their supervisors when they are experiencing or may experience a reaction to a prescription or Over-The-Counter drug which may affect their ability to do their job. The employee shall notify their supervisor of this medication usage prior to their next work shift after they begin taking this legal medication. Such notice shall include, name of medication, daily dosage and duration of use. The purpose of this report is to protect workers while taking legal medication from being wrongfully suspected of using illegal prescription drugs.
- e. Possession of drugs and/or open containers of alcohol in the workplace by an employee, outside the scope of their employment, or being under the influence of alcohol as defined in Item 3(i), or under the influence of an illegal drugs during working hours constitutes grounds for immediate disciplinary action.

## 2. Drug Dependency Treatment

- a. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence not to exceed six (6) months from the last day of work in order to receive the recommended treatment. If so, the leave provisions of Item 4 will apply. However, a drug/alcohol related problem will not excuse any violation of City rules.
- b. Alcoholism and chemical dependencies are treatable. Employees covered by City sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.
- c. **Covered employees will be entitled to utilize the Employee Assistance program (EAP), Synopsis attached which is Exhibit A, at no cost to the employee.**

**Employees may utilize the EAP pursuant to Item 2 (a) and the City may utilize the EAP as part of its response to a positive test result, at the sole discretion of the City.**

## 3. Testing Procedure:

Drug and/or alcohol screens will be conducted in the following instances:

- a. Drug and/or alcohol screens shall be required of all potential employees. The City does not hire applicants who test positive because being under the influence of drugs or alcohol is likely to affect job performance.

All applicants shall be informed in writing of the City's substance abuse policy and substance abuse screening procedure. This information will include:

- i. A request to sign the "informed consent" form for substance abuse testing, which includes notice that the results of the testing will be provided to the City.

ii. Notice that failure to consent to the test will result in the remainder of the pre-employment examination not being completed and rejection of the applicant.

b. When, in the opinion of the supervisor, as corroborated by a non-supervisory employee, there is reasonable suspicion that an employee is using or possessing illegal drugs or alcohol or is abusing a prescription drug at work or is working or reporting to work under the influence of illegal drugs, alcohol, or an abused prescription drug, that employee will be required to consent to a drug and/or alcohol test immediately. Employees that purposely make false accusations in reference to violation of this policy shall be subject to appropriate disciplinary action.

All supervisors shall receive proper training on the correct procedures to ascertain when a reasonable suspicion exists.

c. Emergency Alcohol testing will be performed at Metro Hospital using medically accepted methods of analyzing blood, urine specimens or administering a Breath Alcohol Test.

If the breath alcohol test is at or about acceptable limits defined in Item 3(i), the employee may request to have a breath alcohol test taken at the Parma Heights Police Department or another law enforcement agency using standard procedure in the collection of this specimen. **Split samples will be provided for urine and/or blood analysis, in the event that an employee tests positive. This is done so that a second test may be given at a separate facility if requested by the employee.**

d. Any time an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the MetroHealth Medical Center to conduct the test and release the results to the City. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee appropriate disciplinary actions, as long as disciplinary action is initiated within five (5) working days of the refusal. It is anticipated that any alcohol and/or drug tests will be performed by Metro Health Medical Center. Each employee has the right to have his own additional tests taken at his expense, except that if the employee is determined not to have violated this policy, the City will reimburse the employee for the cost of those test(s).

- e. Testing for alcohol and/or drugs will also occur in the following situations:
  - i. When the testing is performed as part of a follow up to counseling or rehabilitation for alcohol or drug abuse.
  - ii. When an employee volunteers to be tested.
  - iii. Post Accident if serious physical harm as defined in the Ohio Revised Code results, or if probable cause to believe that alcohol/drugs are involved.
  - iv. Random Testing.
- f. All drug screen samples will be given at Metro Health Medical Center or at a licensed accredited medical facility, sealed, and properly identified. Testing will be conducted by a certified laboratory and test results will be treated confidentially. Results will be distributed only on a need-to-know basis to the extent necessary to protect a legitimate interest of the City. **If a blood alcohol test is used, the same steps as set forth above will be taken.**
- g. Positive drug screen results will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) or another medically accepted testing method.
- h. Drugs being screened will include these and related drugs:

**NIDA DOT Urine Drug Screening Parameters**

Drug Name	Street Name	Initial Screening	Confirmation (GCMS)
Amphetamines	uppers, bennies, speed	1000 ng/ml	500 ng/ml
Cannabinoids	marijuana, hashish, THC	50 ng/ml	15 ng/ml
Cocaine	snow, crack, flake, coke,	300 ng/ml	150 ng/ml
Opiates	heroin, codeine, methadone, morphine, smack, horse	300 ng/ml	300 ng/ml
Phencyclidine	PCP, angle dust	25 ng/ml	25 ng/ml

i. The acceptable tolerance level for Blood Alcohol Concentration (BAC) for all full-time as well as part-time Service Department employees, shall be less than 0.02 for safety sensitive positions and less than 0.04 for all positions. The tolerance level shall be determined by the normal testing procedures conducted by the contracted hospital when determining D.U.I.A. offenders.

j. If an employee tests over 0.02 BAC but less than 0.04 BAC on more than one (1) occasion within a five (5) year period, he will be subject to a disciplinary hearing to be held within five (5) working days of the City receiving the positive test results.

h. The employee will receive a copy of any test(s) results required by this policy, whether or not there is a positive test result(s).

#### 4. Rehabilitation and Counseling:

- a. Any positive test results (except for acceptable limits of alcohol or if a test is positive for a drug that is prescription with a corroborating physician's note) will result in the employee being relieved from duty, pending a disciplinary hearing to be held within five (5) working days of the City receiving the positive test results.
- b. In the case of a positive test result, the employee shall seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on leave of absence as provided for in 4(c) herein. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible.
- c. Within forty-five (45) days of entering the treatment program, the employee must provide satisfactory medical evidence that he/she has completed the program and is fit to return to work and must pass another drug/alcohol screen provided by the City. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than six (6) months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in

- ☞ termination of employment. Accrued sick leave, up to a **maximum of six (6) months**, and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

Treatment programs acceptable to the City under this policy are those provided by facilities which are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state licensing agency.

- d. The City will require written verification that an employee is participating in or has completed a treatment program.
- e. Any employee who has returned to work is subject to re-testing as otherwise provided in this policy, and if he fails the re-test, shall be discharged. As a condition of being allowed to return to employment, an
- ☞ employee will be required to submit to **six (6) unannounced drug/alcohol tests for a period of up to one year after returning to work. This is in accordance with the Federal Omnibus Transportation Employee Testing Act of 1991.**

#### 5. Disciplinary Action:

- a. Any employee who is in the possession of an open or unsealed receptacle containing an alcoholic beverage, or sells or uses alcohol while on the job shall be subject to appropriate disciplinary action.
- b. Any employee who is in the possession of, sells, transfers or uses illegal drugs, while on duty, or sells prescription drugs or illegal drugs at any time shall be subject to immediate discharge.
- c. Any employee who works or reports to work under the influence of alcohol as defined, or illegal drugs shall be immediately relieved from duty by the Supervisor until a disciplinary hearing is heard within at least five (5) working days of the City's notification of this violation of policy. This includes prescribed and Over-The-Counter drugs not reported to a supervisor as required by Item 1(d) above. The type and severity of discipline will depend on all the circumstances, including nature of substance, employees' explanation, and willingness to enter a rehabilitation program if treatment is appropriate.

- d. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to appropriate disciplinary action.
- e. Anyone involved in the trafficking or possession of illegal drugs or prescription drugs, whether on or off City premises, will be subject to appropriate disciplinary action.

#### 6. Appeal:

- a. The employee will have the opportunity to discuss the positive test results as defined in Section 4.a. with the City, and may be represented by counsel of his choosing. Included in such affirmative defenses would be claims of legitimate prescription use or over the counter medications as long as used according to instructions related to dosage. The employee may also submit results of any other tests the employee may have relevant to any positive test(s) result(s).
- b. Any employee may appeal action taken by the City under this policy through the appropriate grievance procedure and/or sanctioned by the City Charter or Statute.

#### 7. Random Testing:

- a. All Employees required to carry a Commercial Driver's License (CDL), will be subjected to random, unannounced testing in accordance to guidelines established through the Omnibus Transportation Employee Testing Act of 1991. This testing will begin as of January 1, 1996.
- b. Employees who test positive for drugs and/or alcohol during Random Testing, must follow the guidelines provided in Item 4 of this Drug Policy.
- c. As previously stated in Item 3(j), If an employee tests for a second time over 0.02 BAC but under 0.04, they will be subject to a disciplinary hearing to be held within five (5) working days of the City receiving the positive test results.

#### 8. Random Testing Procedures:

- a. At unannounced time and dates throughout the calendar year, a specific percentage of the average number of "Covered Employee" positions will be randomly tested for drugs and/or alcohol. This testing will be provided by an accredited testing facility.

- b. The initial percentage rate for alcohol testing is 25 percent. Depending upon the failure rate, this minimum percentage rate may be adjusted upward to 50 percent or downward to 10 percent in accordance with Federal Department of Transportation regulations. The minimum annual percentage rate for random drug testing shall be 50 percent of the average number of covered employee positions.
- c. Employees names will be randomly selected through a "Scientifically Valid Method of Random Selection" as defined in the Federal Department of Transportation regulations. The "pool" of employees may be randomly selected for both a drug and an alcohol test at the same point in time. Whenever an employee becomes a "covered employee," his/her name shall remain in the pool regardless of the number of times he/she has been randomly selected for testing, or otherwise tested.
- d. Service Department personnel who hold CDL Licenses, cannot be combined in the same testing pool as safety force employees.
- e. Upon notification of selection for random alcohol and/or drug testing, the employee will be driven to the test site immediately.

#### 9. Record Keeping:

- a. The Personnel Department will maintain records in accordance with the Department of Transportation, Federal Highway Administration, 49 CFR Part 382.
- b. All records will be separated by City department.
- c. The Personnel Department will maintain confidential records of individual test results for a period of five (5) years.
- d. The Personnel Department will maintain an annual summary of the records related to testing and which shall include the following information:
  - i. The total number of drug tests administered;
  - ii. The number of drug tests administered in each category (i.e. pre-employment, periodic, reasonable cause, post-accident, and random);
  - iii. The total number of individuals who did not pass a drug test;

- iv. The total number of individuals who did not pass a drug test by testing category;
- v. The disposition of each individual who did not pass a drug test;
- vi. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the screening test in a sufficient quantity to warrant a confirmatory test;
- vii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a "positive" finding to the medical review officer;
- viii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a "positive" finding by substance category (e.g., marijuana, cocaine, opium, PCP or amphetamine).

## Drug Policy Glossary

**BAC -**

Blood Alcohol Concentration. Ratio of blood to alcohol.

**The City -**

The employer, the City of Parma Heights

**Controlled Substance -**

Any drug compound, mixture, preparation or substance included in Schedule I, II, III, VI and V of Section 3719.41 of the Ohio Revised Code.

**Covered Employee for Random Drug Testing -**

All employees who maintain a CDL License and fall under the guidelines of the Omnibus Transportation Act of 1991 (Service Department Personnel), and all Safety Force personnel (Police and Fire Department Personnel). For the purpose of this policy, Auxiliary Police Officers shall be considered as Safety Force personnel.

**Employee -**

Any full-time or Part-time employee of the City other than, elected officials or those officials specifically appointed to boards or commissions.

**Illegal Drugs -**

Any drug compound, mixture, preparation or substance included in Schedule I, II, III, IV and V of Section 3719.41 of the Ohio Revised Code.

**Informed Consent -**

This is the signed consent of the employee to authorize the City, or an agent of the City, to collect a breath, urine or blood sample for the purpose of laboratory analysis to detect the presence of drugs. This consent must include an explanation of the drug testing procedure along with its implications. Included in this consent will be employee medical information that could be pertinent to the outcome of a drug test.

**Gas Chromatography/Mass Spectrometry (GC/MS) -**

A means of screening and then confirming the presence of prescription drugs in the bodily fluids of an individual.

**Metabolite -**

A substance essential to a metabolic process. (Steroids, Hormones..etc.)

Metro Health Medical Center -

Metro Health Medical Center is the hospital where the City of Parma Heights requires all Local 1099 **Emergency and Random** drug testing to take place. It is located on 2500 MetroHealth Drive off of West 25th Street.

Outside Agency -

Any hospital, clinic, lab, or medical center that has the ability to test for the presence of drugs in an individual. This outside agency must follow all federal, state and local laws regarding the testing of employees for drugs.

Over-The-Counter Drugs -

Any drug or drug product that does not require a physician's prescription for possession. (Aspirin, mild cough syrup, cough drops, eye drops..etc.)

Paramedics -

Any Fire Fighter employed by the City who is licensed to performs the duties of an emergency medical technician.

Prescription Drugs -

Any drug or drug product that requires a physician's prescription for possession and use.

Valid Random Scientific Selection -

A scientific Valid Method of random selection may be any of the following; computer-base random number generator that is matched to the employee's payroll number, social security number, telephone number etc..

Reasonable Suspicion -

A suspicion based on the totality of circumstances that an employee is under the influence of alcohol or drugs. Such circumstances may include (but are not limited to) the following:

1. Observable Phenomena such as the direct observation of drug possession or use, and/or the physical symptoms of being under the influence of a drug or alcohol.
2. A pattern of abnormal conduct or erratic behavior.
3. Information provided either by reliable and credible sources.

Rehabilitation/Counseling -

A program designed for the evaluation and treatment of one who abuses drugs and/or alcohol.

**Safety Sensitive Position -**

**A Safety Sensitive Position involves an employee who is performing any of the tasks mentioned in the Safety Sensitive Position Table below.**

**Supervisor -**

An employee having authority to hire, direct, assign, promote, reward, layoff, recall, suspend, discipline, or remove other employees, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

**Tolerance Level -**

A BAC or GC/MS level above which an employee is deemed to be under the influence of alcohol or drugs.

**Trafficking -**

A person who knowingly by force, threat or deception, administers to another or induces another or causes another to use a prescription drug or causes another to become drug dependent.

**Safety Sensitive Position Table**

<p><b>Air Compressor Operator</b>  <b>Animal Control</b>  <b>Backhoe Operator</b>  <b>Bombadier Operator</b>  <b>Bucket Operator</b>  <b>Bucket Truck Operator</b>  <b>Car Driver</b>  <b>Chain Saw Operator</b>  <b>Climbing Ladders/scaffolding</b>  <b>Concrete Saw Operator</b>  <b>Cutting Torch Operator</b>  <b>Drill Press Operator</b></p> <hr/> <hr/> <hr/>	<p><b>Feeding the Wood Chipper</b>  <b>Front End Loader Operator</b>  <b>Hedge Trimmer Operator</b>  <b>Lawn Mower Operator</b>  <b>Powered Wood or Steel</b>  <b>Roller Operator</b>  <b>Roof Repair Work</b>  <b>Saws</b>  <b>Street Striping Equipment</b>  <b>Street Sweeper</b>  <b>Stump Grinder</b>  <b>Tar Kettle Operator</b></p> <hr/> <hr/> <hr/>	<p><b>Tar Wand Operator</b>  <b>Wood Chipper Operator</b>  <b>Work inside City Hall</b>  <b>Tire Changing Machine</b>  <b>Tire Changing on Truck</b>  <b>Traffic Control</b>  <b>Trash Compactor Operator</b>  <b>Tree Climber</b>  <b>Truck Driver</b>  <b>Vacuum Sign Applicator</b>  <b>Vehicle Lifts in Garage</b>  <b>Welding</b></p> <hr/> <hr/> <hr/>
<p><b>This list is subject to change as new equipment is purchased and new services are provided. Additions and/or deletions from this list must be approved by the City and Bargaining Unit.</b></p>		

## Health Insurance Summary Plan Description



## Benefit Summary for the Employees of the City of Parma Heights

Effective Date:

January 1, 2015 to December 31, 2015

*This memorandum has been prepared to help you review the key factors that are associated with our benefit plans. This memorandum does not provide all of the particular provisions, limitations or exclusions included in our policies and should be considered only as a summary of our benefit benefits. If any differences exist between this summary and the official contracts, the contracts shall prevail.*

## Your Benefits Plan

City of Parma Heights is pleased to offer a comprehensive benefits program to our valued employees.

In the following pages, you will learn more about the benefits City of Parma Heights offers. You will also see how choosing the right combination of benefits can help protect you and your family's health and finances.

Benefit	Carrier
Medical Insurance	Medical Mutual of Ohio
Dental Insurance	Medical Mutual of Ohio

## Eligibility

Full-time employees working 30 hours per week are eligible for benefits the following 30 days of employment upon completion of the application for coverage.

Spouses and dependents are eligible for benefits. Dependent children are eligible for benefits up to the end of the calendar year in which they turn 26, and in some cases up to age 28 if all applicable Ohio guidelines are met.



## When Can you Enroll?

You can sign up for Benefits at any of the following times:

- After completing initial eligibility period
- During the annual open enrollment period
- Within 30 days of a qualified family-status change

If you do not enroll at the above times, you must wait for the next annual open enrollment period.

## Making Changes

Generally, you can only change your benefit elections during the annual benefits enrollment period. However, you may be able to change some of your benefit elections upon the occurrence of certain change in status events, provided you properly notify City of Parma Heights. These changes in status events may include:

- Your marriage
- Your divorce or legal separation
- Birth or adoption of an eligible child
- Death of your spouse or covered child
- Change in your spouse's work status that affects his or her benefits.
- Change in your work status that affects your benefits
- Change in residence or work site that affects your eligibility for coverage.
- Change in your child's eligibility for benefits
- Receiving Qualified Medical Child Support Order (QMCSO).

If you have a family status change, you must notify your Personnel Manager and complete the necessary forms within 30 days.

## Notes

- Most of the benefits are taken out on a pre-tax basis, reducing your taxable income.

## Medical Plans

City of Parma Heights offers a choice between two medical plans. You can choose either the 80/20 Plan or 90/10 Plan through Medical Mutual of Ohio.



Your plan allows you to see any network provider without a physician referral. The level of benefits you receive is dependent upon your choice of a provider in the PPO network or a non-network provider. Significantly higher benefits will be received when you obtain care from an in-network provider. Please see [www.medmutual.com](http://www.medmutual.com) for more information. Your premiums for this plan are deducted on a pre-tax basis.

	80/20 Plan Medical Mutual of Ohio	90/10 Plan Medical Mutual of Ohio
<b>Annual Deductible</b>		
Per Person	\$300	\$100
Maximum Per Family	\$600	\$200
<b>Annual Out-of-Pocket Maximum</b>		
Per Person	\$1,500	\$500
Maximum Per Family	\$3,000	\$1,000
<b>Preventive Care</b>		
Annual Physical	Covered in Full	Covered in Full
Well-Child Care	Covered in Full	Covered in Full
Immunizations	Covered in Full	Covered in Full
Mammograms	Covered in Full	Covered in Full
<b>Professional</b>		
Office Visit – Primary Care	\$20 copay	\$15 copay
Office Visit – Specialist	\$30 copay	\$20 copay
Coinsurance	80% after deductible	90% after deductible
Inpatient Professional Services	80% after deductible	90% after deductible
<b>Hospital/Facility</b>		
Inpatient Care	80% after deductible	90% after deductible
Outpatient Facility Charges	80% after deductible	90% after deductible
Facility Charges (non-hospital)	80% after deductible	90% after deductible
<b>Mental Health/Substance Abuse</b>		
Outpatient	\$20 copay	\$15 copay, then 100%
Inpatient	80% after deductible	90% after deductible
<b>Other Services</b>		
Emergency Room	\$75 copay, then 80% after deductible	\$50 copay, then 90% after deductible
Urgent Care	\$20 copay, then 100%	\$15 copay, then 100%
<b>Out-of-Network Benefits</b>		
Annual Deductible Individual	\$1,000	\$500
Annual Deductible Family	\$2,000	\$1,000
Coinsurance	70% after deductible	70% after deductible
Annual Out-of-Pocket Max Individual	\$4,000	\$2,000
Annual Out-of-Pocket Max Family	\$8,000	\$4,000
Preventive Care Office Visit	70% after deductible	70% after deductible
Professional Care Office Visit	70% after deductible	70% after deductible
Emergency Room (true emergency)	\$75 copay, then 80% after deductible	\$50 copay, then 90% after deductible
Lifetime Maximum	Unlimited	Unlimited



### Prescription Plans

Below is a brief overview of what you can expect to pay for a prescription drug, depending on which "tier" category it falls under in the Preferred Drug List for your plan when using an in-network pharmacy. To find out what tier applies to a specific medication, see the Preferred Drug List at [www.medmutual.com](http://www.medmutual.com).

If you have a Maintenance Drug, one you take every day, week or month; take advantage of the mail order programs with your medical plan. Please see [www.medmutual.com](http://www.medmutual.com) for more information.

Benefit	80/20 Plan Medical Mutual of Ohio		90/10 Plan Medical Mutual of Ohio	
	Participating Retail	Mail Order	Participating Retail	Mail Order
Generic	\$10 copay	\$20 copay	\$10 copay	\$10 copay
Formulary	\$25 copay	\$50 copay	\$15 copay	\$15 copay
Non Formulary	\$40 copay	\$80 copay	\$20 copay	\$20 copay
Maximum Day Supply	30 days	90 days	30 days	90 days

### Dental Plans

City of Parma Heights offers dental insurance through Medical Mutual of Ohio at no additional cost. Benefits eligible employees and their dependents may enroll in the dental benefits through Medical Mutual of Ohio. Although you can go to any dentist you wish, your plan year maximum will stretch further if you go to a network provider who offers discounts on their usual fees. To find a Medical Mutual of Ohio provider log in to [www.medmutual.com](http://www.medmutual.com). Your premiums for this plan are deducted on a pre-tax basis.



Benefits	
Benefit Year Maximum	\$1,000
Individual Deductible	\$50 (waived for preventive care)
Family Deductible	\$150 (waived for preventive care)
Preventive & Diagnostic Care	100%
Basic Restorative Care	80%
Major Restorative Care	60%
Orthodontia	
Benefits	Not covered
Dependent Children	Not covered
Lifetime Orthodontia Maximum	N/A

### Wellness Incentive Program – (90/10 Medical Plan)

#### Premium Incentives

City of Parma Heights is so committed to your health and wellness that we will reduce your monthly premium contributions for meeting certain goals. You will be provided with two forms, and *Annual Physical Credit Form*, and a *Tobacco Use Form*. Please complete and return both forms to earn as many premium credits as possible!

Category	Monthly Premium Credit
Annual Physical (Enrolled Employee)	\$ 15.00
Non-Tobacco User (Enrolled Employee)	\$ 15.00
<b>Total Incentives</b>	<b>\$ 30.00</b>

If you were unable to achieve the Non-Tobacco User discount for 2014, you have an opportunity to achieve the credit for 2015. In order to receive the credit for 2015, you will need to contact MMO QuitLine and participate in the smoking cessation program. Once you have completed the program with MMO ask for a certificate of completion (from the QuitLine) and return the form to Terrence Hickey or Jackie Comhoff.

#### MMO QUITLINE

Take your first step toward becoming tobacco free contact SuperWell Quitline at 1-866-845-7702. Hours of operation: Monday – Friday 9am to 11pm, Saturday – Sunday 10am to 6:30pm.

**Wellness Program Disclosure**

Your health plan is committed to helping you achieve your best health status. Rewards for participating in a wellness program are available to all employees. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact us at Terrence Hickey or Jackie Cornhoff at 440-884-9600 and we will work with you to find a wellness program with the same reward that is right for you in light of your health status.

**Employee Premiums**

Refer to the table below for employee contributions as of January 1, 2015.

Medical	Your Monthly Cost		Wellness Credit Rate (90/10)
	80/20 Plan	90/10 Plan	
Employee Only	\$0.00	\$45.00	\$15.00
Employee + Spouse	\$0.00	\$90.00	\$60.00
Employee + Children	\$0.00	\$80.00	\$50.00
Family	\$0.00	\$125.00	\$95.00



**FOR ASSISTANCE**

If you have any further questions concerning your benefits, please contact:

Carrier	Plan / Group Number	Website / E-mail	Phone Number
Medical Mutual of Ohio	Medical, Dental / #310159	<a href="http://www.medmutual.com">www.medmutual.com</a>	800-272-6967
USI Benefit Resource Center	Account Services	<a href="mailto:BRCEast@usi.biz">BRCEast@usi.biz</a>	855-874-6699



**Your one-call benefits information hotline**

**CONTACT INFORMATION**  
Hours: Monday - Friday  
8:00 a.m. - 5:00 p.m. ET  
Phone: 855-USI-6699 (Toll-Free)  
Email: [BRCEast@usi.biz](mailto:BRCEast@usi.biz)

**Welcome to the Benefit Resource Center**

Let our Personal Benefit Advocates assist you and your family with your benefit questions and claim issues.

Call for assistance with:

- Benefit Plan/Policy Questions
- Claim Issues with Carriers
- Eligibility Questions
- Plan Contact Information



## Notices for City of Parma Heights Employees

### Women's Health and Cancer Rights Act of 1998 (WHCRA)

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymph edema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

### Newborns' and Mothers' Health Protection Act Notice

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a Cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

### HIPAA Special Enrollment Rights Notice

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward you or your dependents', other coverage). However, you must request enrollment within 30 days after your or your dependents', other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

### THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

As a participant in the City of Parma Heights Health and Welfare Plan (the "Plan"), you are eligible for certain health care benefits. In the course of providing these benefits to you, the Plan may receive and maintain some of your medical information. Federal law requires that the Plan protect the privacy of, generally, medical information that identifies you and relates to your past, present or future health or condition, the provision of health care to you, or the payment for health care received by you ("protected health information" or "PHI"). The Plan may hire other companies ("Business Associates") to help provide health care benefits to you. These Business Associates may also receive and maintain your medical information.

The Plan is required to abide by the terms of the Notice currently in effect.

The Plan may change its privacy practices and the terms of this Notice at any time. Changes will be effective for all of your medical information received or created by the Plan. If the Plan changes its policies regarding the protection of your medical information, the Plan will mail you a new notice of privacy practices that incorporates any changes within 60 days. The Plan will also post a new notice on its internet website.

### HOW THE PLAN MAY USE AND DISCLOSE YOUR MEDICAL INFORMATION

The Plan may use and disclose your medical information without your written permission for the following purposes:

**For treatment.** While the Plan does not directly participate in decisions regarding your health treatment, the Plan may disclose medical information it has created or received for treatment purposes. For example, the Plan may disclose your medical information to your doctor, at the doctor's request, for his or her treatment of you.

**For payment.** The Plan or one of its Business Associates may use or disclose your medical information to pay claims for medical services provided to you or to provide eligibility information to your doctor when you receive medical treatment.

**For health care operations.** The Plan may provide your medical information to our accountants, attorneys, consultants, and others in order to make sure we are complying with federal law. Also, your medical information may be used or disclosed to assess the quality of health care that you receive or to assist the Plan in the management of its performance of administrative activities.

**To you, your personal representative, or others involved in your healthcare.** The Plan may provide your medical information to you and your legal representative. The Plan may also provide medical information to a person, including family members, other relatives, friends or others identified by you and acting on your behalf, so long as you do not object and the information is directly relevant to such person's involvement in your health care. For this purpose, a person acts on your behalf by being involved in the provision and/or payment of your health care.

**As required by law.** For example, the Plan may disclose your medical information to comply with workers' compensation laws or other similar laws. **To Business Associates.** The Plan may disclose your medical information to its Business Associates so that they may perform the services that the Plan has asked them to perform. The Plan requires that these entities appropriately safeguard your medical information.

**For health-related benefits.** The Plan or one of its Business Associates may contact you about treatment alternatives or other health benefits or services that may be of interest to you.

For other uses and disclosures permitted by law such as:

- To public health authorities for public health purposes (e.g. the reporting of communicable diseases);
- To state agencies handling cases of abuse, neglect, or domestic violence;
- To a government agency authorized to oversee the health care system or government programs (e.g. determining eligibility for public benefits);
- To law enforcement officials for limited law enforcement purposes (e.g. to locate a missing person or suspect);
- To a coroner, medical examiner, or funeral director about a deceased person (e.g. to identify a person);
- To an organ procurement organization under limited circumstances;

- For research purposes in limited circumstances (e.g. if identifying information is removed or a research board has approved the use of the information);
- To avert a serious threat to your health or safety or the health or safety of others;
- To military authorities if you are a member of the armed forces or a veteran of the armed forces;
- To federal officials for lawful intelligence, counterintelligence, and other national security purposes;
- To an executor or administrator of your estate; and
- To any other persons and/or entities authorized under law to receive medical information.

For any other use or disclosure of your medical information, the Plan must have your written authorization. You may cancel your written authorization for the use and disclosure of any or all of your medical information, unless the Plan has taken action in reliance on your permission.

Some uses and disclosures that require your authorization are those with respect to:

- Psychotherapy notes, except:
  - to carry out the following treatment, payment, or health care operations:
    - use by the originator of the psychotherapy notes for treatment;
    - use or disclosure by the provider for its own training programs in which students, trainees, or practitioners in mental health learn under supervision to practice or improve their skills in group, joint, family, or individual counseling; or
    - use or disclosure by the Plan to defend itself in a legal action or other proceeding brought by the individual; or
  - with respect to a use or disclosure that is:
    - required by the Secretary to investigate or determine the Plan's compliance;
    - permitted to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law and in accordance with HIPAA;
    - to a health oversight agency for oversight activities authorized by law with respect to the oversight of the originator of the psychotherapy notes;
    - to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law; or
    - as necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.
- Marketing except if the communication is in the form of:
  - a face-to-face communication made by a Plan to an individual; or
  - a promotional gift of nominal value provided by the Plan.

If the marketing involves financial remuneration, to the Plan from a third party, the authorization must state that such remuneration is involved.
- Sale of PHI.

The Plan is prohibited from using or disclosing PHI that is genetic information of an individual for underwriting purposes.

The Plan is required by law to maintain the privacy of PHI, to provide individuals with notice of its legal duties and privacy practices with respect to PHI, and to notify affected individuals following a breach of unsecured PHI.

#### **YOUR RIGHTS**

You may make a written request to the Plan to do one or more of the following concerning your medical information received or created by the Plan and/or the Plan's Business Associates:

- The right to request restrictions on certain uses and disclosures of medical information; however, the Plan is not required to agree to such request unless:
  - the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law; and
  - the PHI pertains solely to a health care item or service for which the individual, or person other than the health plan on behalf of the individual, has paid the Plan in full.
- The right to receive confidential communications of medical information by alternative means or at alternative locations.
- The right to inspect and copy medical information.
- The right to amend medical information.
- The right to receive an accounting of disclosures of medical information.
- The right, even if you have agreed to receive this notice electronically, to obtain a paper copy of this from the Plan upon request.

Although the Plan will utilize its best efforts to comply with your request, the Plan may legally deny your request under certain circumstances. The Plan will notify you of the reason for the denial and you will get a chance to respond. The Plan may not deny a request to communicate with you in confidence by a different means or location if the current means or location used by the Plan endangers you. The Plan may, however, request payment for any additional expenses it incurs to comply with your request. Your request to communicate by a different means or location must be in writing, include a statement that disclosure of all or part of the medical information by the current means could endanger you, specifically state the different means or location by which you would like the Plan to communicate with you, and continue to allow the Plan to pay claims.

#### **COMPLAINTS**

If you feel as if your privacy rights have been violated, you may file a written complaint with Privacy Inquiries: Terrence Hickey or Jackie Cornhoff at 440-884-9600

You may also send a written or electronic complaint to the Secretary of the Department of Health and Human Services. The complaint must state the name of the entity that is the subject of the complaint and describe the act or omissions believed to be in violation of law. A complaint must be filed within 180 days of when you knew or should have known that the act or omission complained of occurred. The Plan may not retaliate against you if you file a complaint.

#### **Notice of Opportunity to Enroll in connection with Extension of Dependent Coverage to Age 28 for residents of Ohio**

In addition to the federal health care reform legislation that provides coverage for dependent children up to age 26, the State of Ohio has enacted a new dependent age law. This law enables you to add eligible unmarried dependent children to your plan until the dependent child reaches 28 years of age if all of the following are true:

- The child is the natural child, step-child or adopted child of the insured.
- The child is a resident of Ohio or a full-time student at an accredited higher education institution.
- The child is not eligible for employer-sponsored coverage.
- The child is not eligible for coverage under Medicaid or Medicare.

#### **Medicaid and the Children's Health Insurance Program (CHIP) Offer Free Or Low-Cost Health Coverage To Children And Families**

If you are eligible for health coverage from your employer, but are unable to afford the premiums, some States have premium assistance programs that can help pay for coverage. These States use funds from their Medicaid or CHIP programs to help people who are eligible for employer-sponsored health coverage, but need assistance in paying their health premiums.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, you can contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, you can ask the State if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, your employer's health plan is required to permit you and your dependents to enroll in the plan – as long as you and your dependents are eligible, but not already enrolled in the employer's plan. This is called a "special enrollment" opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance.

#### Initial COBRA Notice

This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

#### What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

#### When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becomes entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

#### You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to: Terrence Hickey or Jackie Cornhoff at 440-884-9600

#### How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified

beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

**Disability extension of 18-month period of continuation coverage**

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

**Second qualifying event extension of 18-month period of continuation coverage**

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

**Are there other coverage options besides COBRA Continuation Coverage?**

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

**If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

**Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

For more information regarding any of the items above, please contact Terrence Hickey or Jackie Cornhoff at 440-884-9600.

**Confidentiality Disclosure**

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# Plan Selection Form

Employee Name:	Effective: 01-01-2015 to 12-31-2015
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Please  the box for your benefit plan selection. You may also need to provide additional carrier-specific forms for some changes. Please review with Terrence Hickey or Jackie Cornhoff and provide all necessary enrollment forms by December 19, 2014.

Benefit Plan Name	Plan Selection	<input checked="" type="checkbox"/>	Your Cost		Wellness Credit Rate
80/20 Medical & Dental Plan	Employee Only		\$0.00	Per Month*	\$0.00
80/20 Medical & Dental Plan	Employee + Spouse		\$0.00	Per Month*	\$0.00
80/20 Medical & Dental Plan	Employee + Child(ren)		\$0.00	Per Month*	\$0.00
80/20 Medical & Dental Plan	Family		\$0.00	Per Month*	\$0.00
90/10 Medical & Dental Plan	Employee Only		\$45.00	Per Month*	\$15.00
90/10 Medical & Dental Plan	Employee + Spouse		\$90.00	Per Month*	\$60.00
90/10 Medical & Dental Plan	Employee + Child(ren)		\$80.00	Per Month*	\$50.00
90/10 Medical & Dental Plan	Family		\$125.00	Per Month*	\$95.00
No Medical Coverage	Waive		\$0.00	Per Month*	\$0.00
No Dental Coverage	Waive		\$0.00	Per Month*	\$0.00

\*Waiving dental coverage will not reduce the monthly premium.

\*The City of Parma Heights has elected to deduct your insurance premiums on a pre-tax basis, unless written notification is received waiving this benefit.

Effective January 1, 2015, I want to make the following changes (explain): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Authorization

I certify the above information to be correct and true to the best of my knowledge. I further understand that my elections will remain in effect for the entire plan year and cannot be revoked unless I experience a change in my status or termination of my or my spouse's employment as described in the plan.

Employee Signature

Date Signed

