



APPENDIX 1

LETTER AGREEMENT

May 2001

Mr. Craig Miller, Safety Service Director
Chief Negotiator - City of Lorain, Ohio

10-CON-01-1409
1409-01
K29567
03/08/2013

RE: Reorganization of Engineering Department

Dear Mr. Miller:

This letter is to confirm the understanding and agreements reached during the course of negotiations of the Collective Bargaining Agreement between the Union and the city of Lorain regarding reorganization of Bargaining Unit employees of the City of Lorain Engineering Department.

The following agreements were reached in this regard:

1. This agreement shall replace letter agreement #1 of the 1998 Collective Bargaining Agreement.
2. The reorganization shall be as follows:

Engineering Aide:	Grade 20	Entry Level
Engineering Aide	Grade 21	(2 years experience at the Engineering Aide position)
Engineering Aide I	Grade 23	(With Level I certification or for employees meeting the Union/Civil Service job description requirements prior to the Certification Requirement.)
	Grade 24	(With 3 years experience at the Level 1 position)
Engineering Aide II	Grade 25	(With Level II Certification or for employees meeting the Union/Civil Service job description requirements prior to the Certification Requirement.)
	Grade 26	(With 3 years experience at the Level II position)
Engineering Aide III	Grade 27	(With Level III Certification or for employees meeting the Union/Civil Service job description requirement prior to the Certification Requirement.)
	Grade 28	(With 3 years experience at the Level III position)

1. There shall be a one grade step increase for any bargaining unit employee who obtains ACI Certification. If certification lapses the step increase shall be removed. Bargaining unit employees shall be required to show proof of certification each year in order to continue receiving the one grade step increase.
2. It is agreed to that the Engineering Aide positions as listed above shall not be considered a "Group of classes". The positions are to be individually held. Automatic progression shall be initiated upon meeting the requirements for each individual position. There shall be no limit upon the number of employees who can hold any of the above positions.
3. It is agreed to that an E-I-T or S-I-T certificate from the State of Ohio is to be added as an option requirement for the bargaining unit position of Civil Engineer I.
4. The Engineer Planner and Civil Engineer I positions shall remain bargaining unit positions.
5. It is agreed to that the Sidewalk/Pavement Inspector position which has never been filled is hereby abolished.
6. The Administrative Secretary, Grade 17 position is hereby reclassified as Technical Administrative Assistant, Grade 19. The additional duties of "ability to learn sewer location skills and perform same after training" shall be added to the job description job duties.

This letter is being submitted for your confirmation as the City of Lorain's Chief Negotiator.

Yours Truly,

John T. Gallo, President USWA 6621

Confirmed:

Craig Miller, Safety/Service Director

APPENDIX 2

LETTER AGREEMENT

May 2001

Mr. Craig Miller, Safety Service Director
Chief Negotiator - City of Lorain, Ohio

RE: Reorganization of Building Department

Dear Mr. Miller:

This letter is to confirm the understanding and agreements reached during the course of negotiations of the Collective Bargaining Agreement between the Union and the city of Lorain regarding reorganization of Bargaining Unit employees of the City of Lorain Building Department. In order to increase the efficiency and productivity of the department and in order to compensate bargaining unit employees for added training and work load requirements the following agreements were reached: in this regard:

1. Building, Plumbing, Electrical and HVAC/Mechanical Inspectors with interim State Certificates shall start at pay grade 25.
2. Upon obtaining full state certification in their respective fields the Inspectors listed above shall have their rate of pay increased to Grade 26.
3. Each current Inspector, namely Saul Plaza, Linda Fowler, Louis Czapp and Keith Waters, shall increase two (2) pay grades for each additional State Certification held in good standing, to a maximum of (2) two additional certificates and a maximum pay grade of Grade 30 for the following certifications: Residential Building Inspector, Commercial building Inspector, Residential Plumbing Inspector, Commercial Plumbing Inspector, and/or Electrical Safety Inspector. Each Inspector appointed after 6/1/2009 shall increase one (1) pay grade for each additional State certification held in good standing, to a maximum of (4) four additional certificates and a maximum pay grade of Grade 30 for the following certifications: Residential Building Inspector, Commercial Building Inspector, Residential Plumbing Inspector, Commercial Plumbing Inspector, and/or Electrical Safety Inspector. (Item 3 as updated 6/3/2009).

Confirmed by:

Phillip Dore,
Safety Service Director

Mary Garza,
President USWA 6621

APPENDIX 3

LETTER AGREEMENT

During the course of negotiations we had discussed the situation in the Cemetery Division of the Street Department. You had indicated that you were not sure if there would be a restructuring of the department. We informed you of a letter agreement entered into by the parties On May 14, 1999. That letter agreement provided for the Working Crew Leader in the department to receive a one step increase to a grade 27, so long as there is no Cemetery Superintendent and so long as the Crew Leader performs those additional duties. This agreement would be exempt from the limitations on temporary higher position pay issues of Article 16. Section 2.

In order to memorialize and keep in effect this agreement please sign on the space provided below. Keep one copy for your records and return one original copy to the Union.

This agreement is made this ____ day of May, 2001 and shall remain in effect until and unless otherwise agreed to by the parties.

By:

Craig Miller, Safety Service Director

John T. Gallo, President USWA 6621

APPENDIX 4

Memorandum of Understanding
Regarding Definition of Work Day and for
Purposes of Overtime Premiums in
Water Distribution Sub-Department

Pursuant to Article 34, Section 3 of the Collective Bargaining Agreement between the City of Lorain and the United Steelworkers of America on behalf of U.S.W.A. Local 6621, it is hereby understood and agreed to that the work day, for the purposes of determining the payment of overtime premiums for bargaining unit employees employed in the Water Distribution Sub Department shall be interpreted and applied to those employees as follows:

1. The workday for the purposes of determination of overtime premiums provided in Article 14 of the C.B.A. shall be the 24 hour period of each calendar day regardless of the time an employee actually begins work.

2. Bargaining Unit employees shall be paid an overtime premium rate of one and one-half (1-1/2) times the employee's regular rate of pay for:

- A. Hours worked in excess of eight (8) hours in a work day;
- B. Hours worked in excess of forty (40) hours in a payroll week;
- C. Hours worked on the sixth work day during a payroll week if work was performed on five other work days in the payroll week.

3. Bargaining Unit employees shall be paid an overtime premium rate of double (2 times) the employee's regular rate of pay for all hours worked on calendar day Sunday if work was performed on each of the preceding six calendar days.

4. This agreement shall replace the one signed on January 15, 1999 and shall be applied retroactively to December 1, 1998. All other Sections of Article 14, including but not limited to; the no pyramiding (Section 10) and the definition of payroll week (Section 4), not in conflict with the understandings contained herein, shall continue to have full force and effect, unless and until mutually agreed to otherwise by authorized representatives of the parties.

Agreed to this 19th day of January, 1999 by:

FOR THE CITY OF LORAIN, OHIO

FOR U.S.W.A. LOCAL 6621:

George I. Koury
George I. Koury, Safety/Service Director
City of Lorain, Ohio

John T. Gallo
John T. Gallo, President
U.S.W.A. Local 6621

REVISED FINAL COPY 1/19/99

APPENDIX 6

Medical, Prescription Drug and Vision Coverage Schedule of Benefits

Physician Office Service In Network/Out of Network	In Network You are responsible for	Out of Network The Plan Pays
Office Visits for preventive Health Care Including comprehensive physical exams (Including routine immunization and mammograms)	\$15.00 copay per visit	\$15.00 copay, then 70% of eligible expenses
Pap smears and mammograms	\$15.00 copay per visit then 90%	\$15.00 copay, then 70% of eligible expenses
Vision and Hearing exams	\$15.00 copay per visit then 100%	Not covered
Well baby/child care (including routine immunizations and injection)	\$15.00 copay per visit then 90%	\$15.00 copay, then 70% of eligible expenses
Office Visits for injury or sickness, including routine Office visits (including x-rays and diagnostic testing in the office)	\$15.00 copay per visit then 90%	\$15.00 copay, then 70% of eligible expenses
Surgical Services in office	\$15.00 copay per visit then 90%	\$15.00 copay, then 70% of eligible expenses
Obstetrical office visits, pre and post natal	\$15.00 copay (initial visit) No copay thereafter for pregnancy	\$15.00 copay, then 70% of eligible expenses
URGENT CARE FACILITY SERVICES*	\$15.00 copay per visit	\$15.00 copay, then 70%

*At least one Urgent Care Facility within 3 miles of City Limits will be In-Network

INPATIENT HOSPITAL SERVICES

IN NETWORK

OUT OF NETWORK

Room and Board (semi-private room)	80%	Paid at 60% of eligible expenses
Hospital services and supplies	80%	Paid at 60% of eligible expenses
Physicians and surgeon services	80%	Paid at 60% of eligible expenses

Anesthesia	80%	Paid at 60% of eligible expenses
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OUTPATIENT HOSPITAL SERVICES

IN NETWORK

OUT OF NETWORK

All outpatient service and supplies (unless otherwise indicated)	80%	Paid at 60% of eligible expenses
x-ray and diagnostic tests	80%	Paid at 60% of eligible expenses
Physician and professional services	80%	Paid at 60% of eligible expenses

EMERGENCY HEALTH SERVICES

IN NETWORK

OUT NETWORK

Emergency room services, in or out of area (The plan must be notified within 24 hours or as soon as possible of emergency hospital admission)	\$100.00 Co-pay per visit (No co-pay if patient is admitted to hospital from emergency room) or if visit is result of injury caused by accident	\$100.00 Co-pay per visit (No co-pay if patient is admitted to hospital from emergency room) or if visit is result of injury caused by accident
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PPO NETWORK COMPREHENSIVE MAJOR MEDICAL

SCHEDULE OF BENEFITS

Benefits Period	Calendar Year
PPO Network Benefit Period Deductible	\$300 single/ \$600 family
Non-PPO Network Benefit Period Deductible	\$300 single/ \$600 family
Blood Deductible	2 pints
Dependent Age Limit	The 19 th birthday or the 23 rd birthday if the dependent is a full time Student and receives more than half their support from their parents
Coinsurance Limit (Excluding Deductible and Copay)	\$1,000 single / \$2,000 family

Non-PPO Network Coinsurance Limit	\$2,000 single / \$4,000 family (Excluding Deductible and Copay)
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Any amounts applied to your Coinsurance Limit will also apply to your Non-PPO Network Coinsurance Limit. Any amounts applied to your Non-PPO Network Coinsurance Limit will also be applied to your Coinsurance Limit. Non-PPO Network Deductible and Coinsurance will apply to all Non-Network Provides.

Any Excess Charges you pay for claims will not accumulate towards the Coinsurance Limits or toward the Non-PPO Network coinsurance Limits.

The following Covered Service is not subject to the Benefit Period Deductible or Coinsurance provisions:

Ambulance Services

The following Covered Service is not subject to the Benefit Period Deductible or Coinsurance provision but is subject to a \$100.00 medical and non-medical emergency co-payment:

Emergency room visits (co-payment waived if admitted or result of accident and resulting in injury)

The following Covered Services are not subject to the Benefit Period Deductible or Coinsurance provisions when received from PPO Network Provider but are subject to a \$15 Co-pay:

Medically Necessary office visits

Routine physical exams

Second Surgical Opinion services

Well child care exams

It is important that you understand how MMO calculates your responsibilities under this Benefits

Book. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

To receive maximum benefits you must use PPO Network Providers. PPO Network Providers may change. MMO will tell you 60 days before a PPO Network Hospital becomes Non-PPO Network. Participating Providers: The Claims Administrator may have contracts in place with Non-Network Providers who have agreed to accept the Claims Administrator's reimbursement levels and will not balance bill the Participant for covered charges. City of Lorain has elected to exempt the Plan (or self-funded portion) from all of the above requirements.

Due to the Plan being governed by a collective bargaining agreement, the exception from the Federal requirements will be on effect for three years for the Plan year beginning February 1, 2002 and may be renewed for subsequent Plan years. (Please note the HPPAA form located in the General Provisions Section).

BENEFIT PERIOD MAXIMUMS PER COVERED PERSON

Health Supervision services received from a PPO Network Provider	\$500 each calendar year to age 9
Child Health Supervision Services received from a Non-PPO Network Provider	\$500 up to 1 year or age; \$150 each calendar year to age 9
Home Health Care Services	180 days
Inpatient Mental Health Care Services received from a Network Provider	365 days: First 30 days, you pay 10% of the Lesser Amount – Next 60 days, you pay 20% of the Lesser Amount – Remaining 275 days, you pay 50% of the Lesser Amount
Inpatient Mental Health Care Services received from a Non-Network Provider	\$4000
Inpatient Drug Abuse and Alcohol Services received from a PPO Network Provider	15 days
Inpatient Drug Abuse and Alcohol Services received from a Non-PPO Network Provider	\$550
Inpatient Physical Rehabilitation Services	45 days
Outpatient Mental Health Care, Drug Abuse and Alcohol Services received from a PPO Network Provider	180 visits
Outpatient Mental Health Care, Drug Abuse and Alcohol Services received from a Non-PPO Network Provider	\$550
Routine Mammogram Service	1 mammogram limited to \$85
Routine Physical Exams	2 exams
Routine PAP Test	1 test
Routine CBC, SMA-12, urinalysis, chest x-ray and EKG	1 of each test

Skilled Nursing Facility Services	180 day
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MAXIMUM BENEFITS PAYABLE PER LIFETIME PER COVERED PERSON

For all Covered Services	\$1,500,000
For Hospice services	180 days

COINSURANCE PAYMENTS-CONTRACTING PROVIDERS

TYPE OF SERVICE	For covered Services received from a PPO Network Provider	For Covered Services received from a Non PPO Network Provider	For Covered Services received from a Non PPO Network Provider
		Before your Non-PPO Network Coinsurance Limit has been reached	After your Non-PPO Network Coinsurance Limit has been reached
		YOU PAY THE FOLLOWING BEFORE YOUR COINSURANCE LIMIT HAS BEEN REACHED	YOU PAY THE FOLLOWING BEFORE YOUR COINSURANCE LIMIT HAS BEEN REACHED
Allergy injections, Allergy test, Durable Medical Equipment, Extractions (bony impactions) Oral Accident, Outpatient Blood Typing and Administration, Outpatient Professional Speech Therapy, blood, Private Duty Nursing, Outpatient Mental Health, Drug and Alcohol	10% of lesser Amount	10% of lesser Amount	DOES NOT APPY
ALL OTHER COVERED	10% of	10% of	

SERVICES	lesser Amount	lesser Amount	DOES NOT APPLY
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After your Coinsurance Limit has been reached

Allergy injections, Allergy test, Durable Medical Equipment, Extractions (bony impactions) Oral Accident, Outpatient Blood Typing and Administration, Outpatient Professional Speech Therapy, blood, Private Duty Nursing, Outpatient Mental Health, Drug and Alcohol	0% of lesser Amount	0% of lesser Amount	DOES NOT APPLY
ALL OTHER COVERED SERVICES	0% of lesser Amount	0% of lesser Amount	DOES NOT APPLY

AFTER YOUR COINSURANCE LIMIT HAS BEEN REACHED	
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Allergy injections, Allergy test, Durable Medical Equipment, Extractions (bony impactions) Oral Accident, Outpatient Blood Typing and Administration, Outpatient Professional Speech Therapy, blood, Private Duty Nursing, Outpatient Mental Health, Drug and Alcohol	0% of Covered Charges	0% of Covered Charges
ALL OTHER COVERED SERVICES	0% of Covered Charges	0% of Covered Charges

Prescription Drug

Reminder: With your card or through Mail Order, if there is a generic cost, for those prescriptions that exceed three (3) thirty (30) day supplies, they may be purchased through the Mail Order Maintenance Drug Program. Notify your Physician of this before he writes your prescription. See the attached Prescription Drug Schedule of Benefits for information.

Prescription Drug Schedule of Benefits

Covered Drugs:

- A. Federal Legend Drugs (excluding injectables unless specifically included or approved by the Plan Administrator on a case-by-case basis.
- B. State Restricted Drugs
- C. Compound Medications
- D. Insulin
- E. Insulin Needles and Syringes on Prescription only
- F. Injectables bee sting kits
- G. Imitrex
- H. Generic Pre-natal vitamins
- I. Insulin Glucose monitoring materials

The following drugs are excluded (unless specifically covered above):

- A. Contraceptives, diaphragms, contraceptive jellies and ointments, foams, or devices regardless of intended use.
- B. Fertility Drugs
- C. Investigational or experimental drugs
- D. Non-Federal Legend Drugs
- E. Therapeutic Devices or appliances
- F. Medication for which the cost is recoverable under any Workers' Compensation or Occupational Disease Law or any State or Governmental Agency, or medication furnished by any other Drug or Medical Services for which no charge is made to a member.
- G. Injectables
- H. Growth Hormone drugs
- I. Smoking cessation patches or medication in excess of one treatment, not to exceed 12 weeks.
- J. Veterinary medications
- K. Weight loss drugs
- L. Immunization agents, sera and blood components
- M. Any product for cosmetic purposes (e.g., Retin A, if over the age of 23) regardless of intended use.
- N. Any drugs not used for acute care or maintenance of a medical condition.
- O. Vitamins, excluding pre-natal generic
- P. Drugs available without a prescription

Some of the above exclusions may be approved after reviewed by the Plan on a case by case basis. The final decision regarding covered, excluded, formulary or preferred, and non-formulary or non-preferred rests with the Plan.

***Physician Exception: If the prescribing physician writes a letter to the Plan Administrator/Plan Sponsor outlining the clinical need for the member to be prescribed the brand name drug versus the generic drug, the Plan Administrator will send this letter to the Claims Administrator for a clinical evaluation. If, upon reviewing the Claim Administrator's evaluation, the Plan Administrator concurs with the prescribing physician's request, this member may submit Pharmacy receipts, for that drug, for reimbursement, less the \$5.00 brand co-pay to the Claims Administrator.*

Pharmacy/Dispensing Limit:

Up to a 30 day supply with two refills. After the 3 month card supply, the prescription is considered to be a Maintenance drug and future prescriptions are to be filled under the Mail Order Plan. Mail Order/Dispensing Limit: Minimum 90 day supply. Prescriptions must be renewed at least once every 12 months.

Co-pay Costs:

Pharmacy:

- A. Generic drugs - \$10.00 Co-pay
- B. Brand drug Formulary or Preferred with no generic equivalent - \$25.00 co-pay
- C. Brand drug Non-formulary or Non-preferred - \$40.00
- D. Brand drug with a Generic equivalent, the member pays the cost difference between the Brand and the Generic or the designated co-payment whichever is greater. If dispensed as written, then designated co-pay applies.

Mail Order:

- A. Generic drugs - \$20.00 co-pay -- 90 day supply
- B. Brand drugs Formulary or Preferred with no generic equivalent - \$50.00 -- 90 day supply
- C. Brand drugs Non-Formulary or Non-Preferred -- \$80.00 - 90 day supply
- D. Brand drug with a Generic equivalent, the member pays the cost difference between the Brand and the Generic or the designated co-payment whichever is greater. If dispensed as written, then designated co-pay applies.

Note: If the cost of the prescription is less than the co-payment, then the employee pays the cost of the prescription.

VISION SERVICE PLAN

Available Every 12 months

VISION CARE MATERIALS	VSP MEMBER DOCTOR BENEFITS	NON-MEMBER DOCTOR BENEFITS (co-pay apply to charges)
LENSES / SERVICE		
Single Vision	Covered In Full after \$25.00 Co-pay	Up to \$25.00
Bifocal	Covered In Full after \$25.00 Co-pay	Up to \$40.00
Trifocal	Covered In Full after \$25.00 Co-pay	Up to \$55.00
Lenticular	Covered In Full after \$25.00 Co-pay	Up to \$80.00
Contact Lenses (In place of spectacle lenses and frames)	If medically necessary covered in full after \$25.00 co-pay -- If elected \$105.00	\$205 -- Medically necessary \$105 - elected

Examination for glasses	Covered in Full after \$10.00 Co-pay	Up to \$35.00
Examination for contact lenses	Covered in Full after \$10.00 Co-pay (excluding evaluation and fitting charge)	Up to \$35.00

VISION SERVICE PLAN

Available Every 24 months

VISION CARE MATERIALS	MEMBER DOCTOR	NON-MEMBER BENEFIT
FRAMES*	Covered in Full up to Plan Allowance after \$25.00 Co-pay	Up to \$35.00

*There is only one \$25.00 co-payment for lenses and frames. Within plan limitations. If you select a frame that costs more than your plan allowance, there will be an additional charge you will pay out-of-pocket. When you visit the VSP member doctor ask him/her which frames are covered in full. The allowance designated by City of Lorain covers the majority of frames on the market and ensures a good choice.

Lenses and frames include such professional services as are necessary, which shall include:

1. Prescribing and ordering proper lenses;
2. Assisting in the selection of frames;
3. Verifying the accuracy of finished lenses;
4. Proper fitting and adjustment of frames;
5. Subsequent adjustments to frames to maintain comfort and efficiency;
6. Progress or follow-up work as necessary.

Lens Options: The plan is designed to cover your visual needs rather than elective materials. There will be extra costs involved if you select materials or services which are elective in nature, such as blended or progressive lenses, special edging, special lens materials, oversize lenses, tints and coatings.

VISION SERVICE PLAN GUIDELINES

Plan Discounts: Patient may now obtain additional pairs of prescription glasses at a 20% discount off usual and customary charges. In addition, the plan now offers a 15% discount on contact lens professional services. These discounts are available for 12 months following the patient's last covered eye examination from the VSP member doctor who provided the examination.

How to use the plan:

To obtain vision care benefits once you are a member, you must first call your VSP member doctor and identify yourself as a VSP member. The VSP member doctor will schedule your appointment and contact VSP to verify your eligibility and plan coverage. The doctor will obtain authorization for services and materials.

OPTION I:

If you choose to see a VSP Doctor:

Step 1 - Choose a doctor from the list of VSP member doctors and make an appointment for an exam.

Step 2 - The VSP member doctor will contact VSP to verify eligibility and obtain authorization for services and materials. The VSP member doctor will explain any additional charges and have you sign the benefit form and pay any applicable co-payment.

Step 3 - The VSP member doctor will take care of all paperwork for payment. VSP will pay the doctor for the services received according to VSP's Agreement with the doctor.

OPTION II:

If you choose to see an Optometrist, Ophthalmologist, or Dispensing Optician who is not a VSP Member Doctor:

Step 1 - Make an appointment and receive the necessary services from the provider. Pay the doctor his/her full fee and obtain an itemized receipt, which must contain the following information:

- a) Patients name
- b) Date services began
- c) The services and materials received
- d) The type of lenses you received (single vision, bifocal, trifocal, etc.)
- e) The employees social security number

Step 2 - Mail the receipt and the above information to:

VISION SERVICE PLAN
P.O. BOX 2487
Columbus, Ohio 43216-2487

Step 3 - You will then be reimbursed directly according to the Non-Member Doctor Reimbursement Schedule.

OPTION III:

If you choose to see a Non-Member Doctor for an examination and have a VSP Member Doctor fill your prescription:

Step 1 - After receiving an examination from the doctor, pay the doctor his/her exam fee. Obtain a receipt for the exam and the prescription for your lenses. Send the top copy of the benefits form along with your exam receipt to VSP. You will be paid directly according to the Non-Member Doctor Reimbursement Schedule for your exam.

Step 2 - The VSP member doctor will verify eligibility and plan coverage. Take your prescription on your first visit.

Step 3 – The VSP member doctor will fit you with your new glasses/contacts and take care of any further paperwork. The VSP member doctor will be paid by VSP for dispensing your glasses/contacts according to VSP's Agreement with the doctor.

APPENDIX 7

Spousal Coverage

There have been a number of questions regarding Spousal Coverage. The simplest way to define the negotiated agreement is to say that the City of Lorain will be a secondary payer for the employee's Spouse, unless they are not eligible for coverage elsewhere.

The following questions and answers may help you understand what is required and how this program works:

Q/1: Does my Spouse have to take Family coverage with her employer?

No, even if you have no children, you would still carry Family coverage with the City and include you Spouse in your City coverage. The City would then pay as a Secondary Payer, thus paying those medical costs not covered by your Spouse's plan, that would be covered under the City's plan, copies, deductibles, prescription drugs, vision.

Q/2: Does my Spouse have to take his/her employer's dental, vision, and drug coverages?

No. The City only requires that Single Medical coverage be elected by the Spouse, however if the City implements a prescription drug coordination plan than spouses may be required to obtain prescription coverage in addition to single medical coverage. The City will not reimburse your Spouse for any coverages he/she may elect to take, other than medical and prescription drug if the City of Lorain implements a prescription drug coordination of benefits plan.

Q/3: What if my Spouse's employer only offers an HMO?

As it is almost impossible to coordinate benefits with an HMO, and an HMO is the only plan your Spouse's employer offers, the City would not require him/her to elect their employer's coverage.

Q/4: As a part-time employee, my Spouse has to pay a greater share of the premium than the employer's full time employees.

If your Spouse does not meet the requirements of his/her employer for full time status, your Spouse would not be required to elect his/her employer's single health coverage.

Q/5: If my Spouse elect medical coverage with his/her Employer, will she/he still be eligible to use my City prescription card, vision plan and Flexible Spending Account?

Yes. The city is only asking that your Spouse's employer take the responsibility of being the Primary Payer for their employee's (your Spouse) medical coverage. Your Spouse would still receive the full benefits of the City's prescription and mail order drug programs, the vision and the Flexible Spending Account. The City would also, as the secondary payer, be picking up the costs of your Spouse's medical co-pays and deductible.

Q/6: What expenses from my Spouse's health plan would the City not pick up?

Those expenses that would not have been covered under the City's health plan. Example:

procedures that were not medically necessary, cosmetic procedures, overcharges, financial penalties applied by your Spouse's health plan (penalties his/her plan has for not going to a network provider), the City of Lorain's co-pays and deductibles, etc.

Q/7: What if my Spouse's employment terminates?

If your Spouse loses his/her coverage, he/she will be covered under the City's plan the day that he/she is no longer eligible for coverage, with no waiting or pre-existing limitations, providing you notify the City of Lorain's Benefit Manager within 30 days of such change.

Q/8: My Spouse's employer offers multiple medical plans, with different contribution requirements. Which plan should my Spouse elect?

Your Spouse must elect the medical plan with the lowest contribution (the amount deducted from his/her pay). As the City's plan will be the secondary payer, and pick-up the higher co-pays and deductibles, the election of a lower cost plan will still provide the same, or higher, benefits to your Spouse than if your Spouse were primary on the City's plan.

Note: Your Spouse does not have to elect an HMO (Health Maintenance Organization). However, if a PPO (a program like Super Blue Plus, Qual Choice, Emerald, Super Blue) is the lowest cost plan offered by his/her employer, this would be the plan he/she would select.

Q/9: How much must my Spouse pay toward his/her employer's coverage?

Your Spouse will be reimbursed every quarter providing: Your Spouse submits contribution documentation to the City's Benefits Manager. Documentation can be a letter from your Spouse's employer or Benefits Manager stating he/she has coverage, and the amount paid by quarter, copies of your Spouse's pay stubs that identify Medical Premium contributions and a copy of the City of Lorain's Reimbursement form completed by your Spouse's employer. Note: Remember, the City will only reimburse the amounts for medical coverage. However, the City will also reimburse for prescription drug coverage if the City implements a prescription drug coordination of benefits plan.

APPENDIX 8

FLEXIBLE SPENDING/ MEDICAL REIMBURSEMENT ACCOUNT

The Plan will offer the following:

- A. The Plan Participants may voluntarily elect to contribute up to \$1500.00 per year of their own dollars, to the Cafeteria Plan on a pre-tax basis.
 - a. These contributions would be under the "Use it or Lose it" rule.
 - b. The Participants may, under the rules of a Section 125, Cafeteria Plan, voluntarily elect to allocate their credits to the following.
 - (i) A medical reimbursement account (the same qualified reimbursements as 2000)
 - (ii) A child care account (qualified baby sitters, Little Rascals, Kindercare, etc.)
 - (iii) The following optional insurance coverages, or their equivalent:
 - Colonial/Unum off the job long-term disability
 - Colonial/Unum off the job accident coverage
 - Colonial/Unum Catastrophic Illness coverage
 - Term Life Insurance (within the amounts allowable by IRS Code)
- B. Employees may also elect the after-tax Whole Life or Universal Life and approved AFLAC options.
- C. Any unused funds that are remaining at the end of a Plan year will revert back to the City of Lorain. The Section 125 Cafeteria Plan is under a "use it or lose it" rule of the IRS Codes.
- D. New Employees will not be eligible to participate in the Cafeteria Plan until the month following their first full month of employment.

APPENDIX 9

LETTER OF AGREEMENT, Article 31, Section 12 (F)

Pursuant to the Collective Bargaining Agreement, Article XIV, Section 1 (D), the modified work week for the two affected bargaining unit personnel in the Water Purification Lab shall be as follows:

	M	T	W	R	F	Sa	S
Week A-(Wet Chemistry)	8	8	8	8	8	off	off
Week B-(Bacteria)	8	8	8	8	4	2	2

Miscellaneous Provisions:

- A. Weekends off shall be alternated except as modified to cover any vacation periods or other time off.
- B. When one employee is sick, on vacation or other time off, the remaining employee shall have the option to work a full 8 hour day on the Friday in Week B.
- C. Working hours shall be from 7:30 a.m. to 3:30 p.m. except as broken for the one hour paid lunch period which shall be from 11:30 a.m. until 12:30 p.m. daily. When leaving the plant for the paid lunch period, employees shall clock out/in.
- D. On Friday in work week B, the employee scheduled to work the weekend may clock out at 11:00 a.m. without loss of any kind.
- E. Payment for weekend and holiday work shall be as it has been in the past.
- F. In the interest of equalization of overtime and in consideration of holidays, the work schedule shall be alternated annually.
- G. After hours call-outs shall be alternated, as per Article 14, Section 11 of the Collective Bargaining Agreement.
- H. All other provisions of the Collective Bargaining Agreement shall remain in full force and effect.
- I. Management may, at any time during the life of the Collective Bargaining Agreement, change the schedule to conform to Article XIV, Section 1 (A&B).

For the City

For the Union

Date _____

Date _____

APPENDIX 10

MEMORANDUM OF AGREEMENT

For the purpose of establishing a twelve (12) hour shift for the affected Operational Lead Operators and Operators assigned to the Water Purification and Black River Wastewater Treatment Plants. Pursuant to the C.B.A., Article XIV, Section 1(D), the following Alternate Working Hours schedule and modification of overtime compensation for the affected bargaining unit employees have been developed and will be implemented in accordance with this Memorandum of Agreement.

- I. The attached Alternative Shift Agreement shall be effective on the execution date of this contract and shall continue in full force and effect unless changed in accordance with Article XIV, Section 1D.
- II. All parties are in agreement that all Articles and Sections of the current C.B.A. not specifically modified herein shall remain in full force and effect.
- III. For the purposes of implementing and maintaining this Alternative Working Hours Schedule, the parties do hereby agree to the following changes in the C.B.A., ARTICLE XIV.

Article XIV, Section 1A. The normal workday shall be eight (8) hours on Monday and twelve (12) hours on any other day in the workweek. Every effort will be made to allow employees to leave the plant to pick up lunch Monday through Friday during the day shift. Employees may be permitted to leave at other times with prior approval from the superintendent. In the event of an emergency situation at either plant or that the flow is 25MGD or more at the BRWWTP, operations personnel will not be permitted to leave the plant.

Section 1B. A twelve (12) hour employees' work schedule shall consist of alternating weeks of thirty-six (36) and forty-four (44) hours. An employee shall be paid overtime for all hours worked in excess of twelve (12) in any day or forty (40) in any week.

(1) An employees' workday shall not be scheduled for less than eight (8) hours.

Section 1C. The work schedule for the Relief Lead Operator and Relief Operator will be Monday at 3:00pm until 11:00 P.M. and Tuesday thru Friday from 7:00 A.M. until 3:00 P.M. When working a "normal" relief schedule, two (2) hours comp time or two (2) hours paid at

straight time will be received when there is less than sixteen (16) hours off between the shift ending at 11:00pm Monday and beginning at 7:00 A.M. Tuesday. By default, two (2) hours comp time will be recorded. If the employee desires to receive two (2) hours paid at straight time instead, they must notify the superintendent by 7:00 A.M. on Monday. When working in place of other Lead Operators and/or Operators for sick or vacation, they shall be paid overtime for having less than sixteen (16) hours off between shifts. If the Relief Lead Operator and/or Relief Operator are called out during the week to cover sick time, they shall be permitted to finish out the previously posted schedule for the payroll week.

(1) For Relief Lead Operator and/or Relief Operator, Article XX, Section 3 will not apply.

(2) For the Relief Lead Operator and Relief Operator, the workweek begins at 12:01 am Sunday and ends at 11:59 pm Saturday. A pay period will stand on its' own, that is, the 6th and 7th day premium pay will be paid only for days worked in weeks beginning at 12:01am Sunday and ending at 11:59pm Saturday, and will not carry over into the following week.

(3) As much as possible, the Relief Operators will cover shifts first, on an equal basis between the Relief Lead Operator for Lead Operators and the Relief Operator for Operators. Thereafter, Relief personnel may be scheduled to cover any shift necessary, provided they possess the required license and experience as per the current C.B.A.

(4) Relief Lead Operators and Relief Operators shall not be scheduled for less than forty (40) hours in a workweek.

(5) When working twelve (12) hour shifts (7 P.M. to 7 A.M.), the Relief Operators shall receive shift differential in the amount of forty-five (.45) cents per hour. When working the eighth (8) hour shifts, Article XXV, Section 1, shall apply.

Section 2. Overtime at the rate of one and one-half times (1½) the regular rate of pay shall be paid all Lead Operators and Operators for:

1. Hours worked in excess of forty (40) hours in a payroll week.
2. Hours worked in excess of eight (8) hours on a Monday.
3. Hours worked in excess of twelve (12) hours on any other day.
4. Hours worked in excess of the "normal" twelve (12) hour schedule attached to the agreement.
5. Hours worked on a holiday.
6. There shall be no overtime if there are eight (8) or more hours between shifts, provided conditions in Section 2; 1, 2, 3, and 4 have not been met.
7. Once any of the above conditions have been met, overtime shall be at time and one half (1 ½) for hours worked, not "call out" pay.

Section 3. Lead Operators and/or Operators working the regular twelve (12) hour schedule shall be paid double time (2X) the regular rate of pay, for hours worked on the seventh (7th) consecutive day, provided the days are worked within a two week pay period.

Section 4. The payroll week shall consist of seven (7) consecutive days beginning at 7 A.M. Sunday for Lead Operators and Operators working twelve (12) hours shifts.

Section 5. The workday is the twenty-four (24) hour period beginning at 7 A.M. The eight (8) hour shift begins on Monday at 7 A.M.

Section 6. Current C.B.A.

(1) Employees not required to work on a holiday shall receive eight (8) hours pay at their regular rate of pay.

(2). The Holiday for twelve (12) hour Operations begins at 7 A.M. of the calendar day and continues until 7 A.M. the following day.

(3). Employees required to work on a holiday shall be paid time and one half (1 ½) the regular rate of pay, for all hours worked in addition to holiday pay.

Section 7. and 8. Current CBA

Section 9. All schedules in continuous operation sub-departments shall be posted for all employees to see at least three weeks in advance. As per Article 31, Section 18, 4, the relief schedule may be changed with ten days prior notice.

Section 10. and 11. Current CBA

APPENDIX 11

**UNITED STEELWORKERS OF AMERICA
LOCAL 6621
AFL-CIO DISTRICT 26**

MEMORANDUM OF AGREEMENT

It is understood and agreed to that Stewards or Representatives of Local 6621 USWA are to be allowed time off from work to perform other administrative duties in conjunction with their responsibilities as Union Representatives without loss of pay.

It is further understood and agreed that Stewards or Representatives of Local 6621 USWA will fill out a form furnished by the City, in duplicate, with the following information:

1. Name of Union Representative
2. Date
3. Reason
4. Time In
5. Time Out
6. Signature of Union Representative
7. Signature of Supervisor

We are in agreement with the above memorandum of agreement and have indicated so by signing on the space provided below:

FOR THE CITY OF LORAIN:

FOR USWA LOCAL 6621:

Tony Rodgers

John T. Gallo

Date submitted: 12-1-88

Date signed: 12-1-88

CITY OF LORAIN
INTER-OFFICE COMMUNICATION

TO: ALL SUPERVISORS/CITY OF LORAIN

FROM: SERVICE/SAFETY DIRECTOR

SUBJECT: ARTICLE 8 – UNION REPRESENTATION – SECTIONS 3 & 4

ENCLOSURE: AS PER MEMORANDUM OF AGREEMENT 12-1-88

THIS FORM IS TO BE FILLED OUT FOR EACH INSTANCE THAT
ONE OF YOUR EMPLOYEES LEAVES THE PLANT DURING
WORKING HOURS TO CONDUCT UNION BUSINESS

NAME: _____

DATE: _____

REASON:

TIME LEFT: _____

TIME

RETURNED:

Signature of Union Representative

Signature of Supervisor

TIME CARDS MUST BE PUNCHED IN AND OUT

ONE COPY TO UNION REPRESENTATIVE

ONE COPY TO SUB-DEPARTMENT

APPENDIX 12

APPLICATION FOR SICK LEAVE
(TO BE COMPLETED TO COVER ENTIRE ABSENCE)

NAME OF EMPLOYEE DEPARTMENT OR OFFICE DATE

I,

hereby apply for _____ days Sick leave beginning _____ a.m/p.m. beginning
on _____ and ending at _____ a.m/p.m. on _____

1. Personal illness: _____

2. Personal injury: _____

3. Illness or injury in immediate family: _____

Name and Relationship

4. Death of _____ on _____

Name and Relationship

Date of Death

SIGNATURE OF EMPLOYEE

DATE

Received by: _____

Sub Department Head/Designee

DATE

Copy provided to Employee: _____ on _____

PLEASE NOTE: THIS FORM IS TO BE TURNED IN BY THE EMPLOYEE WITHIN FORTY EIGHT HOURS OF HIS/HER RETURN TO WORK AS PER THE COLLECTIVE BARGAINING AGREEMENT, ARTICLE 21, SECTION 3.

SIGNATURE PAGE

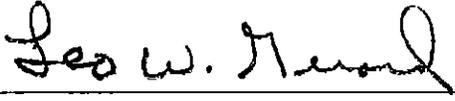
This Agreement is made this 10th day of October 2011 by and between the City of Lorain, Ohio, a municipality corporation and the United Steelworkers United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, on behalf of Local 6621, hereinafter referred to as the "Union", or "Local 6621".

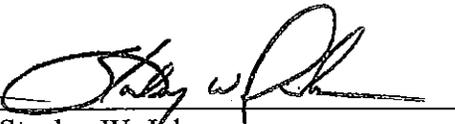
For the City of Lorain, Ohio


Anthony Krasienko
Mayor

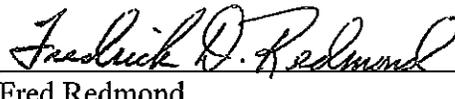

Phillip Dore
Safety Director

For the USW

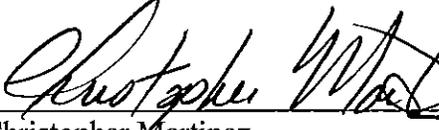

Leo W. Gerard
International President


Stanley W. Johnson
International Secretary-Treasurer

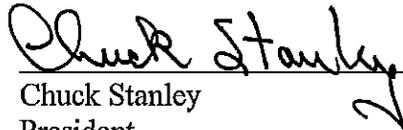

Thomas Conway
Vice-President (Administration)


Fred Redmond
Vice-President (Human Affairs)


David McCall
Director District 1


Christopher Martinez
USW Staff Representative

USW District 1, Sub District 4
Local 6621



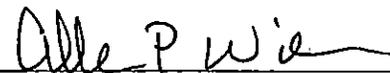
Chuck Stanley
President



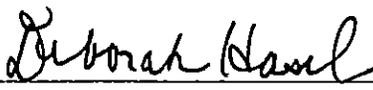
Jack J. Critelli Jr.
Vice President



Todd Settie
Committeeperson



Allen Wilson
Committeeperson



Deborah Hasel
Committeeperson