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AGREEMENT

between

THE CITY OF LORAIN, OHIO

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

TELECOMMUNICATORS

EFFECTIVE: JANUARY 1, 2011

EXPIRES: DECEMBER 31, 2013

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 PREAMBLE.....	1
ARTICLE 2 RECOGNITION.....	1
ARTICLE 3 NON-DISCRIMINATION.....	1
ARTICLE 4 DUES CHECK-OFF.....	2
ARTICLE 5 FAIR SHARE FEE.....	3
ARTICLE 6 UNION REPRESENTATION.....	4
ARTICLE 7 LABOR-MANAGEMENT MEETING.....	5
ARTICLE 8 HEALTH AND SAFETY.....	6
ARTICLE 9 GRIEVANCE PROCEDURE.....	6
ARTICLE 10 BILL OF RIGHTS.....	12
ARTICLE 11 DISCIPLINARY/CORRECTIVE ACTION.....	15
ARTICLE 12 LAYOFF AND RECALL.....	16
ARTICLE 13 HOURS OF WORK AND OVERTIME COMPENSATION.....	17
ARTICLE 14 COURT CALL-IN ASSIGNMENT.....	19
ARTICLE 15 TRAINING TIME.....	19
ARTICLE 16 - NEGOTIATIONS.....	20
ARTICLE 17 LONGEVITY.....	20
ARTICLE 18 VACATIONS.....	21
ARTICLE 19 HOLIDAYS.....	22
ARTICLE 20 INSURANCE COVERAGE.....	23
ARTICLE 21 CLOTHING MAINTENANCE ALLOWANCE.....	27

ARTICLE 22 PENSION PICK-UP 28

ARTICLE 23 SICK LEAVE..... 28

ARTICLE 24 BEREAVEMENT LEAVE 31

ARTICLE 25 INJURY-ON-DUTY BENEFITS 32

ARTICLE 26 SHIFT DIFFERENTIAL 33

ARTICLE 27 WAGES 33

ARTICLE 28 NO STRIKE/NO LOCKOUT..... 34

ARTICLE 29 LEGAL DEFENSE AND REIMBURSEMENT 34

ARTICLE 30 PRESENT BENEFITS AND PAST PRACTICES 36

ARTICLE 31 MANAGEMENT RIGHTS..... 36

ARTICLE 32 APPLICABLE LAWS AND REGULATIONS..... 37

ARTICLE 33 WAIVER IN CASE OF EMERGENCY 38

ARTICLE 34 SEVERABILITY 38

ARTICLE 35 DURATION OF AGREEMENT 39

ARTICLE 36 SENIORITY..... 39

ARTICLE 37 SHIFT PREFERENCE 40

ARTICLE 38 CITY OF LORAIN ALCOHOL AND DRUG TESTING POLICY..... 40

ARTICLE 39 EXECUTION 47

ATTACHMENT A – MEDICAL, PRESCRIPTION DRUG AND VISION COVERAGE
SCHEDULE OF BENEFITS

ARTICLE 1

PREAMBLE

Section 1.1. This Agreement, entered into by the City of Lorain, hereinafter referred to as the "Employer", and the Ohio Patrolmen's Benevolent Association, representing the Dispatchers for the Lorain Police Department, hereinafter referred to as the "OPBA", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences.

ARTICLE 2

RECOGNITION

Section 2.1. The Employer recognizes the OPBA as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer in the bargaining unit. Wherever used in this Agreement, "Bargaining unit" shall be deemed to include those individuals employed full time by the Employer in the classification of telecommunicator/information officer.

Section 2.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be deemed excluded from the bargaining unit.

ARTICLE 3

NON-DISCRIMINATION

Section 3.1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, race, sex, color, creed, or national origin.

Section 3.2. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the Employer's internal Equal Employment Opportunity complaint procedure or the rules of the Equal Employment Opportunity Commission, or the Ohio Civil Rights Commission, such matters shall not be appealable through the grievance procedure contained in this Agreement. If the alleged violation also constitutes a violation of other provisions of this Agreement, said alleged violation shall be subject to the grievance procedure to the extent that such alleged violation is not discriminated-related. The Employer, the employees, and their

representatives, however, may meet in an effort to resolve the alleged grievance prior to the appeal to any outside agency.

Section 3.3. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the OPBA and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the OPBA as long as that activity does not conflict with the terms of this Agreement.

Section 3.4. The OPBA agrees not to interfere with the rights of employees to refrain or resign from memberships in the OPBA and the OPBA shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the OPBA activities.

Section 3.5. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4

DUES CHECK-OFF

Section 4.1. The Employer agrees to deduct OPBA membership dues in accordance with this Article for all employees eligible for the bargaining unit and who elect to join the OPBA upon the completion of sixty (60) days from the date of hire.

Section 4.2. The Employer agrees to deduct OPBA membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee.

The signed payroll deduction form must be presented to the Employer by employee. Upon receipt of the proper authorization, the Employer will deduct OPBA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any member of the Bargaining Unit arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 4.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization or (6) resignation by the employee from the OPBA.

Section 4.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA.

Section 4.6. The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the OPBA dues deduction would normally be made by deducting the proper amount.

Section 4.7. The rate at which dues are to be deducted shall be certified in writing to the payroll clerk by the OPBA upon ratification by the union of this Agreement and during January of each year, or at the effective date of this Agreement. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

ARTICLE 5

FAIR SHARE FEE

Section 5.1. It is agreed between the parties that each employee in the bargaining unit who is not a member of the OPBA shall be required, as a condition of continued employment, to pay the OPBA a Fair Share Fee.

Section 5.2. The Fair Share Fee shall be established to cover the employee's pro-rata share of: (1) the direct costs incurred by the OPBA in negotiating and administering the Agreement, and of settling grievances and disputes arising under the Agreement; and (2) the OPBA's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by the Agreement.

Section 5.3. On an annual basis, the OPBA shall provide to each fair share fee contributor a copy of the OPBA's Annual Financial Accounting report upon written request.

Section 5.4. In the event that any employee who is required to pay a fair share fee to the OPBA objects to the propriety of the OPBA's uses of such fee, the OPBA shall immediately, with the next fair share fee payment thereafter received, deposit the fair share fees received from the challenging member/employee in an interest-bearing escrow account. These deposits shall continue until such time as the challenge is resolved either by an AAA arbitrator or by agreement of the parties.

Section 5.5. The Employer shall not be obligated to make Fair Share Fee deductions from any employee who, during the months involved, shall have failed to receive sufficient wages to make all legally required deductions, in addition to the deduction of Fair Share Fee. The Fair Share Fee shall be deducted and remitted during the same period as OPBA dues.

Section 5.6. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support the OPBA. Upon compliance with the provisions set forth in the Ohio Revised Code, Section 4117.09(C), the employee shall be required, in lieu of the Fair Share Fee, to pay an amount of money equal to the Fair Share Fee to a non-religious charitable fund mutually agreed upon by the employee and the OPBA.

Section 5.7. The employee shall furnish to the OPBA receipts evidencing such payment and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions, as would non-payment of dues under the Agreement.

Section 5.8. The OPBA, its agents, representatives, associates and members, hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings by any employee arising from deductions made pursuant to this Article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 5.9. The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions made pursuant to this Article, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such alleged error was made. Any such error(s) will be corrected in the next pay period that the OPBA Fair Share Fee deduction would normally be made by deducting the proper amount.

ARTICLE 6

UNION REPRESENTATION

Section 6.1. The Employer will recognize OPBA as representatives to negotiate and to administer this Agreement. The Bargaining Unit shall elect a member of the Bargaining Unit to represent the OPBA as an associate for the purpose of assisting in the processing grievances and attending meetings with the Employer in accordance with the provisions of this Agreement. No employee shall be recognized by the Employer as an associate or an alternate until the OPBA has presented the Employer with written certification of that person's selection.

Section 6.2. The investigation and writing of grievances shall be non-duty time unless prior approval is obtained from the Chief of Police or his designee. Attendance at grievance hearings and other meetings in accordance with the provisions of this Agreement during regular duty hours shall be without loss of pay. However, employees shall not be compensated for attendance at such hearings and/or meetings during non-duty hours.

Section 6.3. Rules governing the activity of OPBA representatives are as follows:

1. The OPBA agrees that no official of the OPBA shall interfere, interrupt, or disrupt the normal work duties of other employees. The OPBA further agrees not to conduct OPBA business during working hours except to the extent specifically authorized by this Agreement and the Employer.
2. The Associate shall not leave his assigned work area to conduct OPBA business until he has been released by the Chief or his designees. The OPBA shall not conduct OPBA activities in any work areas without notifying the supervisor in charge of that area of the nature of the OPBA activity.
3. The OPBA representative or the Associate shall cease OPBA activities immediately upon the request of the supervisor of the area where the OPBA activity is being conducted, or upon the request of the Chief of Police or his designee.
4. Lodge officers or other union representatives found to be abusing the rules of this Article may be subject to disciplinary action.

ARTICLE 7

LABOR-MANAGEMENT MEETING

Section 7.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time the Safety Director and/or his designees shall meet with not more than two (2) representatives of the OPBA to discuss those matters addressed in Section 7.2. Additional representatives may attend by mutual agreement.

Section 7.2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The OPBA shall also supply the names of those OPBA representatives who will be attending. The purpose of such meeting shall be to:

1. discuss the administration of this agreement;
2. discuss the grievances which have not been processed beyond Step 3 of the grievance procedure but only when such discussions are mutually agreed to by the parties;
3. disseminate general information of interest to the Parties;
4. discuss ways to increase productivity and improve efficiency;

5. give the OPBA representatives the opportunity to share the views of their members on topics of interest to both parties;
6. consider and discuss health and safety matters relating to employees.

Section 7.3. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

Section 7.4. If special Labor/Management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 8

HEALTH AND SAFETY

Section 8.1. It is agreed that Health and Safety must be a concern of all parties to this Agreement. Therefore, the Employer reaffirms its responsibility to provide safe working conditions. Employees shall accept the responsibility to operate equipment safely and to follow all safety rules, safe working methods, and precautions as established by the Employer. Either the union or employees shall report all unsafe conditions to the Employer as soon as such unsafe conditions are known.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising under this Agreement are given an adequate forum for relief. Punitive action shall not be taken against any bargaining unit employee for submitting the grievance in good faith.

Section 9.2. The term "grievance" shall mean an allegation by a bargaining unit employee, group of employees, or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not otherwise covered by, superseded by, or in conflict with this Agreement which are controlled by Federal, State, or local laws.

Section 9.3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving disciplinary suspension which shall be introduced at Step 3 of the Grievance Procedure.

Section 9.4. Any employee(s) may withdraw a grievance at any point by submitting to the City and the OPBA representative a written statement to that effect. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved

based upon management's last answer. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and shall be automatically advanced to the next step of the grievance procedure. All time limits on grievances may be waived upon mutual written consent of the parties.

Section 9.5. The Union may designate an Official Grievance Committee, consisting of three (3) members of the bargaining unit, and shall notify the Employer in writing as to the membership to this committee. At least one member of the Official Grievance Committee shall be notified of and have the right to attend all grievance meetings as an observer, if not as a representative, and the Official Grievance Committee shall receive a copy of all grievance filed and the responses of the Employer.

Section 9.6. All written grievances must contain the following information to be considered:

1. aggrieved employee's name and signature;
2. aggrieved employee's classification;
3. date grievance was first discussed and with whom the grievance was discussed;
4. date grievance was filed in writing;
5. date and time grievance occurred;
6. location where grievance occurred;
7. description of incident giving rise to the grievance;
8. Articles and Sections of Agreement violated;
9. relief requested.

The Employer and Union will develop jointly a grievance form (Appendix C), which shall provide the information as outlined in this section. The Union shall have the responsibility for the duplication, distribution and their own accounting of grievance forms.

Section 9.7. The following steps shall be followed in the processing of a grievance:

Step 1 - Division Commander

In order for a grievance to receive consideration under this procedure, the employee(s) who has a grievance shall file the grievance in writing, using the form jointly developed by the parties (Appendix C), with the employee's Division Commander within five (5) work days after the aggrieved employee's knowledge of the occurrence giving rise to the grievance. The Division Commander shall have five (5) work days in which to schedule a meeting, if he deems necessary, with the aggrieved employee and at the employee's discretion, a member of the Official Grievance Committee. The Division Commander may also call the necessary parties to attend this meeting. The Division Commander shall investigate and respond in writing and state the reason for the response to the grievance within five (5) work days following the meeting date. If no meeting was deemed necessary by the Division Commander, he shall investigate and respond to the grievance within ten (10) work days following the aggrieved employee's written submission of the grievance to the Division Commander. The Division Commander shall provide

a copy of his written answer to the aggrieved employee, the Official Grievance Committee and the Police Chief.

Step 2 - Police Chief

If the grievance is not resolved in Step 1, the grievant may within five (5) work days after receipt of the Step 1 answer, appeal the grievance in writing to the Police Chief. The Police Chief shall have five (5) work days in which to schedule a meeting, if he deems necessary, with the aggrieved employee and, at the employee's discretion, a member of the Official Grievance Committee. The Police Chief may also call the employee's immediate supervisor to attend this meeting. The Police Chief shall investigate and respond in writing and state the reason for the response to the grievance within five (5) work days following the meeting date. If no meeting was deemed necessary by the Police chief, he shall investigate and respond in writing and state his reason for the response to the grievance within ten (10) work days following the aggrieved employee's written submission of the grievance to the Supervisor. The Supervisor shall provide a copy of his written answer to the aggrieved employee, the Official Grievance Committee and the Police Chief.

Step 3 - Director of Public Safety

If the grievance is not resolved in Step 2, the grievant may within five (5) work days after the receipt of the Step 2 answer, appeal the grievance in writing to the Director of Public Safety. The Director of Public Safety shall have seven (7) work days in which to schedule a meeting, if he deems necessary, with the grievant. The Director of Public Safety may also have the Police Chief, the Officer in Charge and/or the immediate supervisor present at such meeting. The Director of Public Safety shall investigate and respond in writing and state the reasons for the response to the grievance within ten (10) work days following the meeting date. If no meeting was deemed necessary by the Director of Public Safety, he shall investigate and respond in writing and state the reasons for the response to the grievance within ten (10) work days following the grievant's written submission of the grievance to the Director of Public Safety. The Director of Public Safety shall provide a copy of his written answer with the reasons stated therein to the aggrieved employee, the Official Grievance Committee and, if necessary, the aggrieved employee's Officer in Charge and/or immediate supervisor.

Step 4 - Arbitration

If the grievance is not satisfactorily resolved in Step 3, it may be submitted to arbitration upon request of the Union in accordance with this section of the grievance procedure. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance on behalf of a bargaining unit member. The right of the Union to arbitrate a grievance is limited to a period of ten (10) work days from the date a written answer to the grievance with the reason stated therein was provided by the Safety Director in Step 3 of the grievance procedure and any grievance not submitted in such period shall be deemed settled on the basis of the last answer given by the Employer.

An alleged grievance brought by the Employer shall be submitted to the Official Grievance Committee, within five (5) work days of the occurrence that gave rise to the grievance. The parties shall have five (5) work days within which to meet to attempt to resolve the alleged grievance. If the grievance is not satisfactorily resolved, the Employer may make a written request that the grievance be submitted to arbitration within ten (10) work days of the date the parties met.

- A. Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a chief spokesperson to represent them at the arbitration hearing. The two designated chief spokespersons will meet and appoint a person to act as arbitrator. In the event the two designated chief spokespersons cannot agree upon the person within ten (10) work days of the demand for arbitration, the parties will jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as an arbitrator in accordance with its applicable rules and regulations. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method to select from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting arbitration shall be the first to strike a name from the list, then the other person shall strike a name and alternate in this manner until one name remains on the list: the arbitrator. Each party shall have the right to reject only one list.

The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of the specific articles and sections of this Agreement and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws, except as those laws have been superseded by or are in conflict with this Agreement.
2. Limiting or interfering in any way with the powers, duties or responsibilities of the Employer under this Agreement or applicable law, except as those laws have been superseded by or are in conflict with this Agreement.
3. Limiting or interfering in any way with the powers, duties or responsibilities of Lorain City Council under its rule-making powers not inconsistent with and to the extent not superseded by, in conflict with, or covered by this Agreement.
4. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy or regulations do not conflict with, are not covered by, or are not superseded by this Agreement.
5. That would change the established wage scales, rates on new or changed jobs, or change any wage rate which has been negotiated as part of this Agreement.

6. Granting any right or relief for any alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based upon rights arising under any previous agreement.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
 - C. The decision of the arbitrator resulting from any arbitration of grievances shall be in writing and sent to the Employer, the Union and the Grievant. The decision shall be final and binding, and the Employer will notify the Union and the Grievant within ten (10) working days after his receipt of the arbitrator's decision as to when the Employer will implement at the arbitrator's decision, provided that the implementation will occur in a reasonable period of time subject to post-arbitral review of the arbitrator's decision or award.
 - D. The cost of the service of the arbitrator, the cost of any proof produced at the discretion of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing room, shall be shared equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling such a witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.

Section 9.8. The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the Employer and the Union, be binding on both parties. Working days as provided in the grievance procedure shall not include Saturdays, Sundays or recognized holidays.

Section 9.9. The grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes between the Employer and the Union and/or between the Employer and employee(s).

Section 9.10. Special Expedited Arbitration

- A. The process of special expedited arbitration may be selected by either party for any grievance involving ten (10) or less days of suspension and all non-disciplinary issues. The parties shall separately choose a panel of three (3) local Arbitrators, all of whom shall be lists provided by the American Arbitration Association or Federal Labor Mediation Service list of Arbitrators in the State of Ohio, Local shall mean Lorain County and the adjoining Counties.

The six (6) arbitrators shall be expedited arbitration panel used by the parties to settle non precedent issues as well as discipline issues, excluding suspensions greater than five (5) days and discharge issues. The decision of the Arbitrator shall be final and binding upon the City, the Union and all employees involved, except as provided by law.

- B. The Parties shall exchange their respective choices within thirty (30) days of the execution of this agreement and annually thereafter by December 1 of the calendar year. If either of the parties fails to meet this date, the submitted panel shall comprise the panel in its entirety for the following calendar year. If after this first impaneling of the expedited Arbitrators, both parties fail to meet the deadline for the next year, the panel shall be the existing panel from the previous year.
- C. The parties agree to rotate the Arbitrators on a monthly basis within the calendar year, choosing the first Arbitrator by random choice and then by alternate selection for each month thereafter unless mutually agreed to otherwise.
- D. The parties agree that the City shall administrate this procedure and schedule the Arbitrator's hearing date, place and time in conjunction with the Local Union Representative.
- E. The Arbitration process shall follow the expedited rules of the American Arbitration Association except as limited by the following factors:
 - 1. No pre-hearing briefs shall be submitted.
 - 2. No court recording shall take place.
 - 3. No post hearing briefs shall be submitted.
 - 4. The Arbitrator shall have three (3) working days to submit the decision to the Parties.
 - 5. The award of the Arbitrator shall be non-precedent setting.
 - 6. The Arbitrators fee shall not exceed five hundred dollars (\$500.00) per Arbitration.
 - 7. The Arbitrator's fee shall be paid by the losing party or shared equally in the event of a split decision.
- F. The Right of the Union to advance a grievance to expedited Arbitration is limited to ten (10) days from the date a written answer to the grievance was provided by the Safety Director as provided for in Step 3 of the grievance procedure. The limitations on the authority of the Arbitrators as hereinbefore provided for in this Agreement shall also be applicable to special expedited arbitrations.

ARTICLE 10

BILL OF RIGHTS

Section 10.1. This Article only applies to non-criminal investigations.

Section 10.2. At the time that any bargaining unit employee is notified to report for an investigation, upon his request, he shall be provided with an opportunity within a reasonable time frame to contact a Union Director or OPBA Representative for the purpose of representation; provided however that "within a reasonable time frame" shall mean two hours or less, unless no Union Director or OPBA Representative is available. In no event shall an investigation be disrupted where circumstances require immediate action. No Union Director or OPBA Representative shall be permitted to represent a bargaining unit employee where the representative is directly or indirectly involved in the matter under investigation.

Section 10.3. Bargaining unit employees shall be informed of the nature of the investigation prior to any questioning and shall be informed, to the extent known at the time, whether the investigation is focused on the employee for a potential charge. The person conducting the questioning shall have all written reports prepared by the employee concerning the matter being investigated available for review at the time of the questioning. In the event the employee desires to produce and/or review other written materials or notes, he shall be given an opportunity to secure them and report back immediately.

Section 10.4. A bargaining unit employee who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his constitutional rights in accordance with the law.

Section 10.5. Any interrogation, questioning or interviewing of a bargaining unit employee will be conducted at hours reasonably related to his shift, preferably during his working hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

Section 10.6. Before a bargaining unit employee may be charged with insubordination or a like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be made the basis for a charge, except that no employee shall be charged with insubordination where such refusal is premised on his exercise of the rights and advice afforded him in Section 10.3 of this Article.

Section 10.7. When a bargaining unit member suspected of a violation is being interrogated in an internal investigation, such interrogation shall be recorded by the Police Department at the request of either party.

Section 10.8. Any evidence obtained in the course of an internal investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in a subsequent criminal action or Civil Service Commission hearing. However, notification of an employee that

potential corrective or disciplinary action could result if the employee continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion or promises for the purposes of this Section.

Section 10.9. When a bargaining unit employee is to be interviewed in an investigation of any other bargaining unit employee, such interview shall be conducted in accordance with the procedures established in this Article.

Section 10.10. A bargaining unit employee who is charged with violating police rules and regulations, and his attorney, when one is involved, shall be provided access to transcripts, records, written statements and video tapes. Such access shall be provided reasonably in advance of any hearing.

Section 10.11. At the request of either party, interviews or portions thereof with a bargaining unit employee conducted during the course of an inquiry will be audio taped. Tapes can also be made by the Employee. The bargaining unit employee and his attorney will be afforded the opportunity, upon written request directly to the Chief of Police or his designee, to listen to and make personal notes or verify the accuracy of a transcript regarding a tape made of this interview subsequent to that interview. If a transcript of the tape is made by the Employer, the bargaining unit employee will be provided a copy of such transcript upon written request directly to the Chief of Police or his designee. If the bargaining unit employee makes a tape of the hearing the Employer will be provided the same opportunity to hear the tapes as provided above and will be provided a transcript if one is made by the Employee.

Section 10.12. All complaints, internal investigations and departmental charges shall be under the province of the Chief of Police or his designee to investigate. Prior to any disciplinary actions being taken against any bargaining unit employee based on complaints to charges, the Chief of Police or his designee shall conduct an independent hearing at which the bargaining unit employee or his representative shall have the opportunity to confront or cross examine any employee of the Police Department or any other person who can be compelled to testify and offer testimony and other evidence on his own behalf. Reasonable advance notice of a hearing date, time, as well as the charges to be heard, witnesses to be called or whose testimony will be used, and the copies of any pertinent evidentiary documents will be provided the employee by the Chief of Police in advance of any hearing on the charge.

Section 10.13. If any of these procedures are violated, such violations shall be subject to the grievance procedure beginning at Step 3.

Section 10.14. The appointing authority may request an employee to submit to a polygraph test and/or "stress analysis" test if:

- a) such test is administered in connection with an ongoing investigation involving economic loss or injury to the employer's business, such as theft, embezzlement, misappropriation or other unlawful and criminal acts; or

- b) the employee had access to property that is the subject of the investigation; or
- c) the employer has a reasonable suspicion that the employee was involved in the incident or activity under investigation.

No employee may be discharged, disciplined, denied promotion or otherwise discriminated against in any manner on the basis of the analysis of a polygraph test or the refusal to take a polygraph test if such analysis or refusal is the sole basis and with additional supporting evidence upon which an adverse employment action is taken against the employee. A refusal to take a polygraph test may serve as additional supporting evidence upon which adverse employment action may be taken.

Prior to the administration of any polygraph test, the appointing authority shall provide the employee with written notice containing the following information:

- a) the date, time and location of the test;
- b) a statement that the employee has a right to obtain and consult with counsel or with employee's representative;
- c) the nature and characteristics of the test and of the instruments involved;
- d) a statement that a refusal to take the test or that any statement made during the test may constitute additional supporting evidence for the purposes of an adverse employment action.

Throughout all phases of the polygraph test, the examinee shall be permitted to terminate the test at any time and questions shall not be asked in any manner to degrade or needlessly intrude on the privacy of such examinee. The polygraph examiner shall not conduct a test if there is sufficient written evidence by a physician that the examinee is suffering from a psychological condition or undergoing treatment that might cause abnormal response during the actual testing phase.

The polygraph examiner shall have a valid and current license granted by licensing and regulatory authorities in Ohio. The examiner shall render any opinion or conclusions regarding the test in writing and solely on the basis of an analysis of polygraph charts. The report shall not contain information other than admissions, information, case facts and interpretations of the charts relevant to the purpose and stated objectives of the test, and shall not contain information or any recommendation concerning the employment of the examinee.

A person, other than the examinee, may not disclose information obtained during a polygraph test except as follows:

- a) to the examinee or any other person specifically designated in writing by the examinee;

- b) to the appointing authority;
- c) to any court, agency, arbitrator or mediator in accordance with due process of law, pursuant to an order of court of competent jurisdiction.

ARTICLE 11

DISCIPLINARY/CORRECTIVE ACTION

Section 11.1. No non-probationary employee shall be disciplined except for just cause as defined in Ohio Revised Code, Section 124.34. Probationary employees shall be disciplined in accordance with Civil Service laws and regulations and shall have no right to file an appeal of such action through the grievance procedure provided for in this Agreement.

Section 11.2. Except in instances of gross misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy and Article 10 of the Agreement. All discipline shall be administered in a fair and equitable manner.

Section 11.3. Whenever the Chief of Police or the Safety Director determines that there may be cause for an employee to be suspended or discharged, the employee shall be apprised of the alleged charges in writing, and a pre-disciplinary conference as provided for in Article 10 Section 10.12 will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedures shall be in accordance with Article 10 of this Agreement. The affected employees may elect to have a representative of the OPBA present at any such pre-disciplinary conference.

Section 11.4. Depending upon the severity of the offense/violation, the Chief of Police may suspend an employee with loss of pay for up to three (3) days for just cause as defined in Ohio Revised Code Section 124.34.

Section 11.5. Depending upon the severity of the offense/violation, the Safety Director has the sole authority to:

1. Suspend an employee for more than three (3) days without pay;
2. Reduce an employee in pay or position;
3. Demote an employee; or
4. Discharge an employee, for just cause as defined in Ohio Revised Code Section 124.34.

Section 11.6. All discipline involving a reduction, demotion, suspension or discharge shall be appealable at the option of the employee through the grievance procedure or to the Civil Service Commission but not both.

Records more than two (2) years old of disciplinary action consisting of a verbal a written reprimand or a suspension of less than ten (10) days, shall not be used for disciplinary purposes, and shall be expunged from all files.

Records more than five (5) years old of disciplinary action involving a suspension of from ten (10) days to thirty (30) days, or of a reduction or demotion, shall not be used for disciplinary purposes, and shall be expunged from all files.

Records more than ten (10) years old of disciplinary action consisting of a suspension in excess of thirty (30) days, shall not be used for disciplinary purposes, and shall be expunged from all files.

Section 11.7. The Employer agrees that all disciplinary procedures shall be carried out on a private and businesslike manner.

ARTICLE 12

LAYOFF AND RECALL

Section 12.1. When it becomes necessary in the Police Department, through lack of work or lack of funds, or for job abolishment to reduce the force of such department, the least senior bargaining unit member shall be the first laid off, provided however: all part-time, seasonal employees within this classification within the Police Department are laid off first.

Section 12.2. Reinstatement rights and preservation of Civil Service and lay-off status of employees so laid off who enter into the active military service of the United States, shall be governed by the provisions of applicable Civil Service law.

Section 12.3. In the event two or more employees have the same seniority date, the employee with the lowest total entrance score at the time of original appointment without reference to efficiency points shall be the first laid off.

Section 12.4. Bargaining unit members shall be given at least fourteen (14) days advanced written notice of layoff. The effective date of such notice shall be on the date when said written notice is either sent by certified U.S. mail to the employee's last home address, or hand delivered to the employee at the workplace.

Section 12.5. The Employer shall, prior to the layoff of any bargaining unit members, canvas all such members to determine whether any bargaining unit member is willing to be voluntarily laid off, regardless of seniority. In the event there is not a sufficient number of Bargaining Unit

members who will agree to a voluntary layoff, the Employer shall canvas the remaining Bargaining Unit members to determine whether any such member is willing to voluntarily take a leave of absence, without pay, for up to two (2) years in order to prevent or reduce anticipated layoffs.

Section 12.6. In the event an employee is laid off, the member shall receive payment for his earned but unused vacation time. Such payment shall be made in the first pay period following the request of such vacation payment.

Section 12.7. All members of the Bargaining Unit shall be recalled in reverse order in which they were laid off. A member shall retain rights to be recalled for a period of two (2) years from the effective date of the affected employee's date of layoff. A member who is to be recalled shall be given a ten (10) day notice of such recall by certified mail to the member's last known address as shown on the Employer's records. A member who fails to notify the Employer within said ten (10) day period of his or her acceptance or rejection of recall shall be deemed to have forfeited his or her rights to recall and shall be removed from the recall list.

Section 12.8. Bargaining Unit members who are recalled from layoff shall not serve a probationary period, unless such member was on probationary status at the time his layoff became effective.

Section 12.9. No employees of the City or contracted workers shall work within this Bargaining Unit's classification while any member of the Bargaining Unit is laid off.

ARTICLE 13

HOURS OF WORK AND OVERTIME COMPENSATION

Section 13.1. The regular scheduled work week for all full-time bargaining unit members shall be forty (40) hours in a seven day period, and a regular scheduled work day shall be eight (8) hours in a twenty-four (24) hour period, inclusive of a one (1) hour paid lunch period. Lunch hours are received in increments of .25 an hour per every 2 hours worked i.e., a full 8 hour shift equals 60 minute lunch period, 6 hours worked but less than 8 equals 45 minutes, 4 hours but less than 6 hours equals 30 minutes, 2 hours but less than 4 equals 15 minute break period; less than 2 hours worked on a shift does not receive any lunch period. Whenever possible, the Employer shall post assignments in advance, in four (4) week increments. However, nothing herein shall prevent the Employer from changing work schedules at any time for emergency reasons.

Section 13.2. Employees who are required by the Employer to work more than forty (40) hours in a seven (7) day work period shall be entitled to overtime compensation at one and one-half (1½) times their regular base rate of pay for all hours worked, and for all hours worked in excess of eight (8) hours in a work day. If forced to work overtime, up to four (4) hours of overtime will be paid at time and one-half (1½), and forced overtime in excess of four (4) hours will be paid at

double time. There shall be no pyramiding of overtime pay. For the purposes of this Section, the work day is the twenty-four (24) hour period beginning with the time the employee begins work. Payment for all such overtime shall be paid in cash, unless the employee exercises his right under Section 13.3.

The Employer shall have the right to change the beginning of the work period. If such change is intended to be permanent, the Union shall be notified forty-eight (48) hours in advance of any such permanent change.

Section 13.3. The employee, in lieu of cash payments for all actual hours worked in excess of forty (40) hours in a work week, or eight (8) hours in a work day, may utilize compensatory time calculated at one and one-half (1½) times the excess hours worked. Thereafter, accumulated compensatory time may be taken off by the employee at the sole discretion of and with the approval of the Chief of Police. If compensatory time cannot be taken off within a reasonable period of time after it is earned, the employee may elect to either be paid the overtime compensation or allow a carry-over not to exceed a maximum of four hundred eighty (480) hours of accumulated compensatory time. The compensatory time bank provided for herein shall be separate from and in addition to compensatory time accumulated by employees prior to the execution of this Agreement.

Section 13.4. Employees who wish to be paid for their accumulated compensatory time may request such payment from the Employer up to a maximum of three hundred and forty (340) hours per year. Upon proof of a bona fide emergency, as determined by the Employer, an employee shall be entitled to payment within fourteen (14) days of making his request for all accumulated compensatory time at any time during the duration of this Agreement.

Section 13.5. It is the intent of the Employer to distribute overtime that is offered to the employees in the dispatcher's classification as equally as possible. The Employer shall be responsible for promulgating rules and procedures for the distribution of overtime. Overtime "when necessary", as determined by the Chief of Police or his designee, the least senior employee(s) on duty shall be ordered held over their regular shift in an overtime situation, but such emergency overtime shall not exceed four (4) hours for the bargaining unit member who shall be ordered to stay over. Where a violation of the rules and procedures pertaining to overtime equalization occurs, resulting in a lost overtime turn for an employee, the remedy shall be for the employer to provide the employee an opportunity to make up the lost turn without the offered turn being charged against the employee.

Section 13.6. For the purpose of determining overtime compensation eligibility, any hours paid to an employee as "sick leave pay" shall be included for calculating the employee's overtime compensation eligibility.

ARTICLE 14

COURT/CALL-IN ASSIGNMENT

Section 14.1. Full-time regular employees of the Employer in the bargaining unit scheduled for court appearances on off-duty time shall be guaranteed a minimum of four (4) hour compensation for court appearances at Lorain Municipal Court and a minimum of six (6) hours of compensation for court appearances at Lorain County Courts, irrespective of the number of appearances made during such period. Any hours actually worked in excess of the aforementioned minimums shall be compensated on an hour-for-hour basis. The applicable rate of pay shall be in accordance with the provisions of Article 14 of this Agreement. Scheduled appearances on off-duty times at Courts or Commissions which are a distance greater than thirty (30) miles from the City of Lorain shall be compensated on an hour-for-hour basis. The employee shall have the Office of the Clerk of Courts time-stamp his arrival at the commencement of his court appearance and departure at the conclusion of his court appearance on a form provided by and returned to the Employer.

Section 14.2. "Call-in" pay is defined as payment for work assigned by the chief of Police or his designated representative and performed by an employee at a time disconnected from and not abutting his normally scheduled hours of work. Employees who are called in to work shall be guaranteed a minimum of four (4) hours' pay for said call-in at the applicable rate of pay in accordance with the provisions of Article 13 of this Agreement.

ARTICLE 15

TRAINING TIME

Section 15.1. Required training time, portal to portal, and required departmental business time to be compensated under the Fair Labor Standards Act shall be considered hours worked and compensated on an hour-for-hour basis, at the applicable rate of pay, in accordance with other provisions of this Agreement.

Section 15.2. In the event the Employer assigns an employee to attend a training session where an overnight stay is required, the employee shall be entitled to receive a per diem payment, in accordance with policies established by the Employer for other employees, for each day of the training school. The current per diem has been established at \$34.00 per day for meals including gratuities. When the duration of the school is known, per diem advances shall be provided upon written request of the trainee.

Section 15.3. Employees who are designated to train other employees in their classification shall receive 1.2 hours compensatory time for each day (8 hours) of training that has been performed in accordance with the criteria established by the Lorain Police Department. Compensation shall be provided in the form of compensatory time for the first four (4) hours earned in a week, with

additional hours earned in a week paid in either cash or compensatory time as determined by the City.

ARTICLE 16

NEGOTIATIONS

Section16.1. Employee members of the Union negotiation team who may be required to meet for purposes of labor contract negotiations during their regularly scheduled working hours shall suffer no loss of straight time pay and shall be paid only for such time actually spent in negotiations for which the employee would have been otherwise scheduled to work.

ARTICLE 17

LONGEVITY

Section17.1. An eligible member of the bargaining unit shall be entitled to longevity payments according to the following schedule:

After three (3) years of completed service.....	\$600.00
After four (4) years of completed service	\$800.00
After five (5) years of completed service.....	\$1,000.00
After six (6) years of completed service	\$1,200.00
After seven (7) years of completed service.....	\$1,400.00
After eight (8) years of completed service	\$1,600.00
After nine (9) years of completed service	\$1,800.00
After ten (10) years of completed service	\$2,000.00
After eleven (11) years of completed service.....	\$2,200.00
After twelve (12) years of completed service	\$2,400.00
After thirteen (13) years of completed service.....	\$2,600.00
After fourteen (14) years of completed service.....	\$2,800.00
After fifteen (15) years of completed service.....	\$3,000.00
After sixteen (16) years of completed service.....	\$3,200.00
After seventeen (17) years of completed service	\$3,400.00
After eighteen (18) years of completed service	\$3,600.00
After nineteen (19) years of completed service	\$3,800.00
After twenty (20) years of completed service	\$4,000.00

Section17.2. All time employed by the City of Lorain shall be counted towards seniority.

Section17.3. An employee shall receive each applicable payment increase to which he is entitled beginning on the second scheduled pay date following his anniversary date or revised anniversary date of employment.

ARTICLE 18

VACATIONS

Section 18.1. Full time employees who have completed one (1) full year of continuous service with the City of Lorain Police Department shall be entitled to vacation with pay. An employee's length of continuous service for the purpose of this Article shall be determined by the employee's original hire date, less any time off the payroll of the Employer. The amount of vacation leave to which an employee is entitled is based upon continuous length of service as follows:

<u>Length of Service</u>	<u>Vacation Hours</u>
One (1) year but less than seven (7) years	80
Seven (7) years but less than fifteen (15) years	120
Fifteen (15) years but less than twenty-five (25) years	160

The vacation hours for the current year shall be credited to the dispatcher's annual payroll vacation account (AVAC) by the second pay period in January. If a dispatcher changes vacation level during the year, the yearly vacation hours will be prorated based on the new step and the dispatcher's anniversary date (seniority date).

Newly hired employees of the Police Department shall have their first year vacation hours credited to their annual payroll vacation account (AVAC) on the first anniversary of their employment. They will also receive a prorated number of hours for their second year of employment – these hours will be credited to their payroll account (VAC) – for example, an employee hired on 7/1/2007 will have, on 7/1/2008, 80 hours credited to the AVAC vacation account and 40 hours credited to the VAC vacation account – starting in January 2009 and thereafter, the vacation credits will be added to the AVAC vacation account the first pay in January.

Section 18.2. Employees of the Police Department shall be allowed to accumulate up to three (3) years of vacation leave in their VAC account.

Beginning in 2008, any hours in the VAC account in excess of three (3) years shall be paid to the employee in the first pay period of April in the next succeeding year at the prior year's rate of pay.

In time of emergency, the Chief of Police may postpone annual vacation days. Emergency, as used in this Section, is defined as a situation whereby the absence of the dispatcher would have an adverse effect upon the health and safety of the citizens of Lorain. Any unused annual vacation during the calendar year shall be permitted to be carried over to the next succeeding year for a period of six (6) months. After six (6) months, any unused prior year vacation will be automatically paid to the dispatcher.

Section18.3. The Chief of Police shall have jurisdiction over the scheduling of vacation and shall have, in time of emergency, authority to suspend, postpone or cancel vacation days.

Employees of the Police Department should make every attempt to use their vacation days in the year they earn them. The Chief of Police is encouraged to allow employees of the Police Department to take their vacation each year.

Any unused vacation remaining in the employee's AVAC account during the calendar year shall be credited or moved to the employee's VAC account.

Section18.4. Upon separation from service, employees of the Police Department shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave in their VAC payroll account to his or her credit at the time of separation up to a maximum accrual period of three (3) years.

Upon separation from service, employees of the Police Department shall be entitled to pay for any accrued but unused vacation time in their annual vacation payroll account (AVAC). Separation pay for this AVAC account will be prorated from January 1st of the year to the date of separation (the vacation credits in this account are for the current year. Thus, if an employee of the Police Department separates, the vacation will be prorated). If an employee has used all of their vacation but separates before the end of the year, they will owe a prorated amount of the vacation used to the City of Lorain or it will be deducted from their separation pay.

ARTICLE 19

HOLIDAYS

Section19.1. There are hereby established the following paid holidays in the calendar year, comprising eleven (11) in number:

1. New Year's Day
2. Memorial Day
3. Veterans Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Day
7. Good Friday
8. Fourth of July
9. Labor Day
10. Day before Christmas
11. Martin Luther King Day (effective 1990)

Section 19.2. In addition to the above enumerated holidays, employees who have completed six (6) or more months of continuous service shall be entitled to the following days off with pay:

1. the employee's birthday
2. one (1) day during the calendar year for personal business

Section 19.3. In lieu of said holidays in Sections 19.1 and 19.2 above, employees shall be credited with leveling off time in the amount of one hundred four (104) hours, which time off shall be given at the discretion of the Police Chief. In addition, each employee shall receive one-half (1/2) hour of overtime pay for each hour worked on any holiday listed in Section 19.1, beyond the regular hourly wage. Employees may elect to take said pay in compensatory time.

Section 19.4. In addition to the holidays provided for in Sections 19.1 and 19.2 of this Article, employees shall be entitled to one (1) day, eight (8) hours, during the calendar year for the purpose of providing release from duty, when required, due to duty-related stress. Time off for such "stress day" shall be scheduled at the discretion of the Police chief and in accordance with the Employer's procedures established for the scheduling of the "personal day" in Section 19.2, subsection 2 of this Article. Employees shall forfeit their right to take a stress day not scheduled off in the calendar year in which it is accrued. Employees shall not be entitled to compensation for an "accrued but unused stress day" upon layoff or separation from service with the Employer.

Section 19.5. Employees shall be entitled to eight (8) hours compensatory time slips for each full day in which a majority of the non-uniformed employees of the Employer are released from duty for holidays not otherwise provided for in Sections 19.1 and 19.2 of this Article due to emergencies declared by the Mayor of Lorain, Governor of Ohio, or President of the United States.

Section 19.6. If any employee takes time off from work based upon the Family Medical Leave Act, they shall be paid for all sick, compensatory, vacation and holiday time prior to going on an unpaid status. However, if said employee were to request in writing, to the City, they may 'save' any unaccrued holiday time for their return to work.

ARTICLE 20

INSURANCE COVERAGE

Section 20.1. The City of Lorain agrees to provide Super Med Plus Medical Coverage, or an equivalent medical insurance coverage with a comparable network, including vision coverage and prescription drug coverage for all members of the bargaining unit at benefit levels at least equivalent to those attached in this Agreement (see, Appendix A), with the cost of the premiums to be borne by the employee as follows:

\$40/month for single coverage
\$80/month for family coverage

There shall be one COBRA rate determined by the Plan Administrator, and that rate shall be determined on an annual basis and shall be comprised of the sum total of all city employees' medical, prescription, vision and other insurance costs as provided under federal and/or state law.

Prior to the changing of any insurance, third party administrator or medical coverage plan the City will allow the Union an opportunity to review the planned change of administrators and medical coverage plan to ascertain if it meets the criteria of an equivalent medical insurance coverage as stated above. If the union disputes the equivalence of any planned change in medical insurance coverage and said differences cannot be mutually resolved, the matter shall proceed directly to the Arbitration procedures of this Agreement for final and binding resolution.

Section 20.1(A). The City of Lorain will continue to provide for the administration of a Section 125 "Cafeteria Plan." This Cafeteria Plan will have an Open Enrollment period each January. The plan shall allow for employee pre-tax contributions to a Medical Savings Account. See Appendix B.

Section 20.1(B). Medical, Prescription Drug and Vision benefits are defined in Appendix A.

Section 20.1(C). Employees who elect on a yearly basis not to be covered by the Employer's medical coverage shall be paid the sum of \$20.00 per month for each month that they opt not to be covered.

Section 20.2. The City shall provide all Bargaining Unit members with a copy of the current medical and benefits plan within 120 days of the execution of this agreement. Any updates or changes to an equivalent plan shall be given to all Bargaining Unit members within a reasonable amount of time.

Section 20.3. The City agrees to keep all insurance plan money separate from other City money, and shall pay all insurance plan premiums and bills in a prompt and timely manner.

The City will abide by any applicable state or federal regulations with regard to the administration of employee health and medical insurance coverage, however, the parties agree that ERISA is not an applicable federal regulation at this time. (Refer to Paragraph 37.036 Governmental Plans; State, local, and regional agencies.)

The City shall require that any "in house" or third party administrator of the Medical Insurance Plan will adhere to the following guidelines and will allow a bargaining unit Member an appeal provision that will include allowing a bargaining unit claimant to:

- A. Request from the Plan Administrator or Third Party Administrator a review of the eligibility status for any claim denied in whole or in part.

- B. Request from the Plan Administrator or Third Party Administrator a review of any claim payments for that bargaining unit member. Such requests shall include the name of the Employee and the Social Security Number, the name of the patient and Group Identification number, if any.
- C. File his request for review in writing, stating in clear and concise terms the reason or reasons for the disagreement with the handling of his claim.
- D. The request for review shall be directed to the Plan Administrator or the Third Party Administrator within sixty (60) days after the claim payment date or the date of the notification of denial of benefits.
- E. A review of the denial will be made by the Plan Administrator or the Third Party Administrator and the Plan Administrator or the Third Party Administrator shall provide the claimant with a written response within sixty (60) days of the date he receives the claimant's request for review. The Plan Administrator or the Third Party Administrator's response to the claimant shall, if the denial is upheld, cite the specific Plan provision(s) upon which the denial is based.
- F. If the claimant is not satisfied with the adjustment of any claim as provided herein, a grievance may be filed directly to Step 3 of the grievance procedure of this Agreement.
- G. In addition to the above and in the interest of encouraging employees to assist in the monitoring of the health insurance plan, the following Hospital Self Audit Incentive Service shall apply to the Health Insurance Plan for all bargaining unit members:

This service is payable in the event that a covered person discovers a billing error in a hospital or health care provider statement representing a claim for charges covered under the Plan.

The deductible and coinsurance level otherwise applicable in a calendar year will be adjusted to the extent necessary to reduce the "out of pocket expenses" of the covered person or the covered person will receive twenty five percent of the Plan's savings resulting from the discovery of an overcharge by the hospital and all medical providers, whichever amount is greater.

Section 20.4. Enrollment Criteria/General Information

1. For medical insurance, an open enrollment period shall be held every December/January. If an employee does not enroll in the medical insurance plan at the time he/she is first eligible, a 90 day waiting period may be required before coverage is effective. Coverage shall be effective the first of the month following the 90 day waiting period. Preexisting condition exclusions shall apply.
2. If an employee and/or his/her dependents involuntarily lose insurance coverage(s) from any other plan, that employee and/or Spouse and/or dependents are automatically eligible to

enroll in the City's insurance coverage(s) with no pre-existing condition exclusions or waiting period. Notification of loss of insurance coverage(s) must be received by the Payroll Department within thirty (30) days of the loss of insurance coverage(s). If not received within thirty (30) days, pre-existing conditions and a waiting period may apply. Premium payments and insurance coverage(s) will begin the first of the month following notification or the first of the month following loss of insurance coverage(s), whichever is later. Written verification indicating date of loss of insurance coverage(s) from the previous employer shall be required.

3. For any insurance coverage, an employee already enrolled in the plan may switch from single to family coverage, or family to single, due to changes in marital status and/or additions and deletions of family members. Notification must be received in writing, by the Payroll Department within thirty (30) days of the event in order for there to be no waiting period and pre-existing conditions exclusion. After thirty (30) days from the event, the ninety (90) day waiting period and pre-existing conditions and exclusions policy will apply.

4. Health Plans, optional insurance coverage (life, cancer, accident, etc.), must have a minimum of 10% of the bargaining unit participation in order to maintain a payroll deduction status. All participants shall have thirty (30) days' notice of coverage that no longer qualifies for availability through payroll deduction.

5. New employees will be eligible the first day of employment in the month they are hired, provided proper enrollment forms are completed and turned in to the Benefits Manager. Pre-existing condition rules apply. Forms should be turned in within the first two weeks of employment.

6. The City of Lorain provides Spousal coverage as a Secondary Payer. The City of Lorain will be the Primary Payer if the Spouse is not eligible for coverage elsewhere, or, if the reimbursement cost of the Spousal coverage is, in the opinion of the City's Plan Administrator detrimental to the financial integrity of the City of Lorain's Health Plan. Spouses provided coverage with their employer must elect coverage as provided herein.

The City of Lorain will not reimburse Spouse's contributions for elective, dental, life insurance, vision, disability, family, or a "high level" plan if a lesser-cost option is available.

Those Spouses who have elected other employer coverage will still be eligible for those benefits offered by the City under family coverage, that was not covered by their employer's coverage; i.e., prescription drug, vision, Flex account, etc.

Spouses will be reimbursed for their contributions on a quarterly basis with the Spouse providing proof of coverage and proper documentation of their contributions.

Should a Spouse no longer be eligible for benefits from their employer due to a qualifying event (full to part-time status, coverage of employer is no longer available, the City's Plan Administrator deems reimbursing contributions are detrimental to the City's Plan, termination of employment, etc.), the Spouse will be covered under the City's family coverage.

Waiting limits and pre-existing conditions will be waived, providing the Spouse notifies the City's Benefits Department of such change within 30 days of occurring event. See Appendix 8 regarding Spousal Reimbursement.

7. Additions, changes and annual enrollment forms must be returned in thirty (30) days. Coordination of Benefits (COB) is applicable to ALL benefits. Requested COB information must be furnished or the City will be a secondary payer.

8. Plan changes that occur and are detected as enhancement, or reductions in benefits, due to errors, misunderstandings, or misinterpretations, of the claims administrator, will not become grandfathered or past practice inclusions, unless the enhancements or reductions are specifically negotiated.

Section 20.5. Each member of the Bargaining Unit who is actively employed by the City shall be entitled to Group Life Insurance Coverage in the face amount of twenty-five thousand dollars (\$25,000), with the cost of premiums for such coverage to be borne by the Employer. An employee who elects to retire and who has completed twenty (20) or more years of service with the Employer shall be entitled to Group Life Insurance in the face amount of twelve thousand five hundred dollars (\$12,500) with the cost of premiums for such coverage to be borne by the Employer.

In addition to the above, the Employer shall continue to provide an Accidental Dismemberment and Accidental Death Policy in benefit amounts at least equivalent to those in effect on December 31, 1994 without cost to the Employees.

Section 20.6. Dental Coverage

Dental insurance coverage shall end on August 31, 2011, except that it shall be continued or reinstated should the City agree in negotiations for the 2011-2013 contract to continue dental insurance coverage for the police officers. The requirement to continue or reinstate dental insurance coverage shall not apply to action taken as a result of a fact-finder's recommendation or a conciliator's award.

ARTICLE 21

CLOTHING/MAINTENANCE ALLOWANCE

Section 21.1. Effective in 2008, the City shall pay a lump sum uniform allowance to a bargaining unit member for the purchase and/or replacement of uniforms and equipment in the amount of Six Hundred Fifty Dollars (\$650.00) per employee per year. The Employer shall replace any uniform or equipment, at no cost to the employee, if such is damaged or destroyed in the line of duty.

Section 21.2. The clothing allowance shall be paid by the second scheduled pay period in May and shall be pro-rated as to employees laid off or separated from service with the Employer prior thereto. There shall be no pro-ration in the event the employee separates from service with the Employer after payment of the clothing allowance has already been received.

ARTICLE 22

PENSION PICK-UP

Section 22.1. Within a reasonable period of time after written approval of the Internal Revenue Service and the employee's pension fund (Public Employees Retirement System), the Employer will pick up the employee's ten percent (10%) contribution to the Public Employees Retirement System and any subsequent increases therein through the salary reduction method.

ARTICLE 23

SICK LEAVE

Section 23.1. Sick leave will be earned and accumulated without limit at the rate of 4.6 hours for each bi-weekly period in active pay status. Pay for sick leave shall be at the employee's regular straight time hourly rate of pay.

Section 23.2. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 23.3. Sick leave may be granted to an employee upon approval of the Employer and in accordance with procedures established by the Police Chief for absence due to:

- a) illness or injury of the employee or a member of his immediate family wherein the employee's presence is required;
- b) death of a member of his immediate family (for definition of immediate family see Article 24.3);
- c) exposure to a contagious disease wherein the presence of the employee at his job would jeopardize the health of others;
- d) pregnancy and/or childbirth and other conditions related thereto.

Section 23.4. To be eligible for paid sick leave an employee must, prior to his scheduled starting time and in accordance with procedures established by the Police Chief, report the reason for his

absence to the Chief of Police or his designee on each day involved, unless otherwise approved by the Employer.

Section 23.5. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. When sick leave is requested to care for a member of the employee's immediate family, the Employer may require the employee to furnish a satisfactory written signed statement to justify that the presence of the employee is necessary to care for such family member. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

Section 23.6. An employee who is absent for more than three (3) consecutive work days due to an illness or injury, may be required at the discretion of the Chief of Police, to submit a physician's statement to the Employer for such illness or injury that required such absence.

Section 23.7. At the discretion of the Employer, an employee absent for more than thirty (30) work days due to an illness or injury may be required to undergo a medical examination by a licensed physician, to verify the employee's physical or mental ability to perform his/her duties, before being permitted to return to work. The Employer will pay the expense of said examination and shall further pay the employee for all time lost or sick leave used that is solely due to the Employer's demand for examination, in the event the Employer's physician approves the employee's return to work.

Section 23.8. Application for sick leave with intent to defraud may result in disciplinary action. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

Section 23.9. Upon separation from service, an employee who has been employed by the City for at least ten (10) years and not terminated for cause shall be paid:

One hundred percent (100%). up to a maximum of nine hundred sixty (960) hours accrued sick leave at the employee's base rate of pay with thirty (30) years of service*;

Seventy-five percent (75%). up to a maximum of nine hundred sixty (960) hours of accrued sick leave at the employee's base rate of pay with twenty-five (25) years of service.

Fifty percent (50%). up to a maximum of nine hundred and sixty (960) hours of accrued sick leave at the employee's base rate of pay with less than twenty-five (25) years of service.

*Years of service, for purposes of the Article, shall be as determined by the Public Employees Retirement System.

Section 23.10. Beginning on November 15th of each year starting in 1997, all employees who have at least two hundred forty (240) hours of banked sick time accumulated are eligible to participate in a sick leave buyback program. Those employees will be allowed, if they so choose, to sell the sick time they have not used from November 15th to November 14th of the following

year at a 2:1 ratio (50% pay). Banked sick leave may not be sold until retirement. This bonus is not subject to the PERS for either the employee or the Employer.

Each occurrence of sick leave (occurrence is any consecutive number of sick days) that is not accompanied with a medical excuse will be tracked by the City for possible discipline in each calendar year (January 1 to December 31). There shall be no discipline imposed for the first ten (10) sick leave occurrences without a medical excuse. The following chart indicates the various steps of progressive discipline for sick abuse.

<u>OCCURENCES IN A CALENDAR YEAR</u>	<u>DISCIPLINE</u>
11	Verbal Reprimand
12	Written Reprimand
13	1 Day Suspension
14	2 Day Suspension
15	3 Day Suspension
16	5 Day Suspension
17	10 Day Suspension
18	Termination

Family Medical Leaves shall not be counted as occurrences.

Section 23.11.

Employees may donate sick leave to fellow employees. The intent of the sick leave program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of sick leave due to the serious illness or injury of the employee.

- A. An employee may receive donated sick leave at a dollar per sick hour conversion rate. Donated hours shall be calculated by multiplying the hours donated by the rate of pay of the donor. Then the total will be divided by the rate of pay of the recipient to obtain the sick hours to be credited to the employee. Leave may be donated up to the number of hours the employee is scheduled to work each pay period. If the employee who is to receive the donated sick leave:
1. Has a serious illness or injury;
 2. Does not have enough accrued sick leave for the pay period or has not been approved to receive other state paid benefits;
 3. Has requested in writing to receive donated sick time, certifying that the employee has a serious illness or injury;
 4. Has used the vacation, personal and/or comp hours they are entitled to and has applied for any paid leave, workers' compensation, or benefits programs for

which the employee is eligible. Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable; and

5. Has, prior to the onset of the serious illness or injury, accrued sick leave in the amount of thirty-two (30) hours multiplied by the years of service of the employee (example: 10-year employee must have at least three hundred (300) hours at time of onset of serious illness or injury).
- B. Employees may donate sick leave if the donating employee:
1. Voluntarily elects to donate sick leave and does so with the understanding that donated unused sick leave will be returned;
 2. Donates a minimum of eight (8) hours of accrued sick leave; and
 3. Retains a sick leave balance of at least one hundred-twenty (120) hours.
- C. The sick leave donation program shall be administered on a pay period-by-pay period basis.
- D. Sick leave accrued by an employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated leave may be used.
- E. Employee who wish to donate sick leave shall put in writing:
1. The name of the employee for whom the donated sick leave is intended.
 2. The number of hours to be donated. These donated hours will be deducted from the employee's bank of accrued sick leave as needed on a pay period-to-pay period basis.

ARTICLE 24

BEREAVEMENT LEAVE

Section 24.1. Paid leave to attend the funeral of a member of the employee's immediate family shall be granted by the Employer for up to three (3) consecutive days. In each instance of such leave, the employee shall only be paid for those days on which he was scheduled to work. With the recommendation and approval of the Chief of Police, bereavement leave may be extended an additional three (3) consecutive days, such additional days to be drawn from the employee's accumulated sick leave.

Section 24.2. In order for an employee to be paid, proof of bereavement shall be presented to the Chief of Police upon return to work.

Section 24.3. For purposes of this Article, immediate family shall be defined as: spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, brother-in-law or sister-in-law. Other relatives living in the same household shall be considered as immediate family.

ARTICLE 25

INJURY-ON-DUTY BENEFITS

Section 25.1. Every full-time employee shall be entitled to apply for benefits under this Article on account of sickness or injury, provided that such disability was occasioned while ordered to assist any officer while in the performance of his/her duties. In no event shall this provision entitle the employee to receive more than twelve (12) months full pay and thereafter, if further approved by the Safety Director and Chief of Police, six (6) months full pay for the injury. The benefits shall be computed on the basis of forty (40) hours per week.

Section 25.2. To apply for benefits under Section 25.1 hereof, written application shall be made to the Director of Safety and Chief of Police accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Director and the Chief of Police to approve or reject the application and in doing so, thereafter they may require examination by a registered physician of their selection.

Before any employee who has made application to the Chief of Police and Director of Safety for benefits under this Article is entitled to receive any benefits under this Article, he shall first make application for workers' compensation benefits or any compensation fund to which the Employer contributes and complete a reimbursement agreement (see Appendix B). No employee shall be eligible for Employer paid injury-on-duty benefits until this requirement has been completed.

Section 25.3. When the employee's application is approved, the Chief of Police and Director of Safety shall place the employee on such benefit status, the employee will be paid his full benefits as provided in Section 25.1 until such time as Worker's Compensation begins making payments, then the employee shall reimburse the Employer all back compensation for lost time from such fund and the Employer thereafter shall pay the employee his injury-on-duty benefits for lost time. Employees shall be entitled to retain Worker's Compensation benefits for temporary and permanent disabilities whether partial or total.

Section 25.4. In the event that an injury or disability requiring the employee to be off work for more than seven (7) calendar days is disallowed by the Compensation fund, the employee shall be charged with all time lost from work against this accumulated sick leave time to cover either all or part of the time off up to and including the date the claim is disallowed, then any monies

paid to the employee by the Employer under this Article shall be repaid by the employee to the Employer.

Section 25.5. The City does not maintain nor are employees entitled to alternative (light duty) assignments. However, the City will consider requests for alternative assignments where such work is available and the employee has submitted medical documentation supporting the request. Decisions to grant such requests remains in the discretion of the City.

ARTICLE 26

SHIFT DIFFERENTIAL

Section 26.1. There are hereby established three (3) shifts in the Police Department as follows:

- a) First Shift known as the day shift;
- b) Second Shift known as the afternoon shift;
- c) Third Shift known as the night shift.

Section 26.2. The employee working on the afternoon or second shift shall receive forty cents (\$.40) per hour in addition to their regular rate of pay, and employee working on the night or third shift shall receive forty-five cents (\$.45) per hour in addition to their regular hourly rate of pay.

ARTICLE 27

WAGES

Section 27.1.

There shall be no increase in wages for the duration of this Agreement. However, any employee eligible for a step wage increase shall receive the scheduled increase.

Each member of the bargaining unit shall be paid a base rate as follows:

	1/1/2011	1/1/2012	1/1/2013
Start:	\$29,847.15	\$29,847.15	\$29,847.15
1 year:	\$32,142.92	\$32,142.92	\$32,142.92
2 years:	\$34,439.12	\$34,439.12	\$34,439.12

ARTICLE 28

NO STRIKE/NO LOCKOUT

Section 28.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the OPBA recognize their mutual responsibility to provide for the uninterrupted services essential to the public health, safety and welfare of the citizens of the City of Lorain. Therefore:

- A. The OPBA agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, sick out, walkout, slowdown or any other interruption or curtailment of operations or services of the Employer by its members.
- B. The Employer agrees that neither it, its officers, agents, representatives or employees, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the OPBA unless those members shall have violated subsection A of this Article.

Section 28.2. Nothing herein shall restrict any statutory rights of the Employer to act in regard to an illegal strike by its employees.

ARTICLE 29

LEGAL DEFENSE AND REIMBURSEMENT

Section 29.1. Civil Actions

- A. The Employer shall provide for the defense of a bargaining unit member, in any state or federal court, in any civil action or proceeding or recover damages for injury, death or loss to persons or property allegedly caused by an act or omission of the employee in connection with the performance of his functions as a dispatcher (whether governmental or proprietary) if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of her employment or official responsibilities. Duty to provide for the defense of an employee specified in this Section does not apply in a civil action or proceeding that is initiated by or on behalf of the Employer.
- B. Except as otherwise provided in Section 29.1 of this Article, the Employer shall indemnify and hold harmless a bargaining unit employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death or loss to persons or property caused by an act or omission in connection with the performance of his functions as a dispatcher (whether governmental or proprietary), if at

the time of the act or omission the member was acting in good faith and within the scope of his employment or official responsibilities.

- C. The Employer may enter into a consent judgment or settlement and may secure releases from liability for itself or an employee with respect to any claim for injury, death or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function. No employee shall commence an action or appeal of any kind with respect to a decision of the Employer made in connection with this subparagraph (c) covering the circumstances or amount of a settlement or consent judgment.
- D. If the Employer refuses to provide a member with a defense in a civil action or proceeding as described in this Section 29.1, the member may file an action in the Lorain County Court of Common Pleas.

Section 29.2 Criminal Actions.

A. (1) In the event a bargaining unit employee is subjected to criminal proceedings for an act or omission of the employee arising out of actions taken within the course and scope of the performance of his duties as a dispatcher and the employee is acquitted of any and all charges, the employee may submit an application to the City Council of Lorain, Ohio for payment of legal fees and costs incurred in connection with the defense of said charges.

(2) Lorain City Council shall consider the application for legal fees and costs on a case-by-case basis and shall consider the following factors in making its decision on the application:

- a) the extent to which the policies or procedures of the Employer and/or Police Department gave rise to the charges filed against the employee;
- b) the extent to which the criminal charges filed against the employee were the result of acts or omissions taken by the employee pursuant to direct orders of a superior officer or official employed by the Employer.

Lorain City Council may further take into account such other factors as it deems relevant to the application.

(3) Lorain City Council shall render its decision on the application in writing and shall set forth in the decision the reason or reasons for the decision.

(4) A decision granting or denying an application in a particular case shall not be deemed a precedent for future or past cases.

B. Section 29.2 of this Article shall be subject to the grievance procedure; provided however, the arbitrator's authority shall be limited to the determination of whether or not Lorain City Council followed the procedural steps herein. In no event shall the substantive issues of the

ARTICLE 33

WAIVER IN CASE OF EMERGENCY

Section 33.1. In cases of bona fide emergency declared by the President of the United States, the Governor of the State of Ohio, or the Mayor of Lorain, such acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the Employer:

1. Time limits for management replies on grievances, or OPBA submissions of grievance.
2. Selected work rules and/or agreements and practices relating to the assignment of all employees; except that it is agreed that there be no loss of premium pay earned as set forth in this Agreement, unless otherwise mutually agreed upon between the parties.

Section 33.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the applicable point in the grievance procedure to which they had properly progressed.

ARTICLE 34

SEVERABILITY

Section 34.1. This Agreement is subject to all applicable federal laws and Chapter 4117 of the Ohio Revised Code and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 34.2. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into discussions relative to the particular provision(s) deemed invalid and unenforceable. Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

ARTICLE 35

DURATION OF AGREEMENT

Section 35.1. This Agreement shall be effective as of the date of ratification and shall remain in full force and effect until December 31, 2013.

Section 35.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 35.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the OPBA and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the OPBA each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively on any subject matter for the life of this Agreement.

ARTICLE 36

SENIORITY

Section 36.1. Seniority shall be defined as the uninterrupted length of continuous service as a full-time telecommunicator/information officer. Should two (2) employees desire, they may swap shifts, so long as the switch does not cause overtime, with twenty-four (24) hours' notice.

Section 36.2. New telecommunicator/information officers shall be considered as probationary for one (1) year following appointment to the position. Probationary employees may be removed for any reason. Upon completion of the probationary period, the employee shall be entered on the seniority list and shall rank in seniority from the first day of employment in the position.

Section 36.3. An employee who resigns or quits the department and requests to return to her employment within thirty (30) days shall be re-employed provided:

- a) the employee was not subject to disciplinary charges at the time she quit or resigned;
- b) the employee was not the subject matter of a criminal investigation or criminal charges at the time she quit or resigned;

- c) the Employer has not filled her position by other employees, probationary or non-probationary;
- d) the Employer has not abolished telecommunicator/ information officers positions;
- e) the Employer has sufficient funds and/or sufficient work for the employee; and
- f) the Chief of Police determines that the employee's return will not be detrimental to the operation and/or morale of the department.

Section 36.4. Subject to the provisions of Section 36.3 above, an employee who quits or resigns from the department and returns to her employment thirty-one (31) days or less shall not constitute a break in seniority, provided such employee shall not accrue any benefits during the period of absence.

Section 36.5. All bargaining unit members hired after January 26, 1996 shall become residents of the City of Lorain within one (1) year of employment and agree to maintain residency within the City of Lorain for the life of this Agreement.

ARTICLE 37

SHIFT PREFERENCE

Section 37.1. Subject to the operational needs of the department, shift preferences will be awarded on the basis of department seniority within the employee's classification.

Section 37.2. Should a vacancy occur within a division, the shift of such vacancy will be offered, subject to the operational needs of the department, to the most senior employee that had selected that shift as a first choice, as defined in Section 37.1 in this Article.

Section 37.3. Should an anticipated specialized assignment occur that would be performed primarily outside the general duties of the radio dispatchers or records clerks, the new assignment shall be posted for two weeks and the position shall be awarded to the most qualified applicant.

ARTICLE 38

CITY OF LORAIN ALCOHOL AND DRUG TESTING POLICY

A. The City of Lorain has a strong commitment to the health, safety, and welfare of its employees, their families, and its customers. Widely available statistics and information establish that the incidence of drug and alcohol abuse is increasing and the effect is devastating to lives, business, and the community at large.

The City of Lorain is concerned that, in the event of substance abuse among our employees, the safety of our employees and the general public could be endangered. Our commitment to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment and prevention of substance abuse by employees.

It is the goal of the City of Lorain to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. We believe this goal to be in the best interest of our employees and the general public.

- B. The Personnel Department is responsible for implementing and communicating these policies. Any questions regarding these policies or procedures should be directed to the Personnel Department.
- C. Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating policies of the Employer.

Employees who voluntarily admit problems with drugs or alcohol prior to violating these policies will not have his or her job security or promotional opportunities jeopardized by a request for treatment. Employees should not read this to mean that a request for treatment will automatically excuse them from discipline or discharge where the Employer initiates corrective action for violation of these policies and/or for manufacturing, distributing, dispensing, possessing, or using drugs in the workplace. Rather, an employee who seeks treatment on his or her own initiative is in a better position than one who brings up a drinking or drug problem for the first time in response to an investigation on the Employer's initiation of corrective action. An Employee shall not be disciplined for first time admission of drug or alcohol dependency.

It will be the responsibility of the employee to comply with the Employer representative's referral for diagnosis, and it is also the employee's responsibility to cooperate with the prescribed treatment. An employee's refusal to accept referral or follow the prescribed plan of treatment may be considered insubordination only after first being warned that such refusal would be considered insubordination. An employee who is referred to a drug rehabilitation program and fails to satisfactorily participate in the program may be terminated from employment.

Referral to a rehabilitation program is designed primarily for those employees who appear to have a treatable condition, not to protect those who manufacture, distribute, or dispense drugs in the workplace.

- D. This policy applies to all employees of the Employer while on the job and to situations where an employee's off-the-job or off-premises conduct impairs work performance or undermines public confidence in, or harms the reputation of, the City of Lorain.

Although the Employer respects the private lives of its employees, we recognize that involvement with alcohol and other drugs off the job eventually takes its toll on job

performance. We want to assure that employees report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers and the public as well as themselves.

E. It is the policy of the City of Lorain that all employees are prohibited from engaging in the following:

1. Reporting to duty or remaining on duty while having an alcohol concentration of .04 BAC Level Concentration or greater;
2. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs that impair the employee's ability to perform the assigned duties, unless the prescribing doctor has approved the employee's use of the prescribed drug while working);
3. Testing positive for illegal controlled substances;
4. Possessing alcohol or illegal controlled substances while on duty;
5. Using alcohol or illegal controlled substances while on duty;
6. Refusing to submit to a post-accident, reasonable suspicion, return-to-duty, or follow up alcohol or controlled substance test.

F. If an employee violates any of the prohibitions listed in Section E of this policy, the following consequences will result:

1. The employee may be disciplined up to and including dismissal.
2. The employee may be reassigned.
3. The employee will be provided with information regarding the services available for alcohol and substance abuse.
4. The employee will be referred for an evaluation by a substance abuse professional (SAP).
5. The employee will be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing of up to three times during the six month period of return to work and is required to report the use of any prescription or nonprescription medicines containing alcohol or controlled substances to his or her supervisor.

G. An employee will be required to submit to testing for alcohol and/or controlled substances under the following circumstances:

1. Pre-employment testing: Prior to the first time an employee performs official duties for the Employer, or within ninety (90) days of employment, the employee will be tested for alcohol and controlled substances. The employee will not be hired unless the alcohol and controlled substance test results are negative.
2. Reasonable suspicion testing: A trained supervisor or official may require an employee to undergo testing for alcohol or controlled substances based upon specific, objective facts and reasonable inferences drawn from these facts in light of experience and training. Such facts and inferences may be based on, but are not limited to, any of the following:
 - a. Observable phenomena, such as direct observation of drug or alcohol use, possession, or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred speech, odor of alcohol or marijuana, etc.;
 - b. An established pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g., frequent absenteeism, recurrent accident, etc.) which appears to be related to substance abuse and does not appear to be attributable to other factors;
 - c. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking;
 - d. A signed written report of alcohol or other drug use provided by a reliable, credible and identified source;
 - e. Repeated or flagrant violations of the Employer's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage and which appear to be related to substance use do not appear attributable to other factors.
3. Return-to-duty testing: Before an employee who has been found to be in violation of the prohibitions section of this policy, set out in Section C, may return to duty, the employee must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than .04 BAC Level concentration if the offense involved alcohol, and the controlled substance test must be negative if the offense involved controlled substances.
4. Follow-up testing: When an employee has been found to be in violation of the prohibitions section of this policy, set out in Section C, the employee will be subject to a minimum of three (3) unannounced follow-up tests, in addition to the return-to-duty test, within the first six (6) months following the employee's return to duty.

5. Random testing:

A. All employees are subject to periodic controlled substance drug testing without notice. If an employee refuses to take such a drug test, the employee may be subject to discharge or suspension at the discretion of the City of Lorain, Ohio.

B. Tests will be conducted on a random basis at unannounced time throughout the year. Random test for controlled substance drugs may be conducted just before, during or just after the performance of safety-sensitive functions but are not limited to the immediate time proximity of the performance of safety-sensitive functions. Once notified of selection for drug testing, the employee must proceed to a collection site to provide a urine specimen.

C. Employee will be selected by a scientifically random process, and each employee will have an equal chance of being tested each time selections are made. The number of employees selected for random testing will be in accordance with Level 2 or Level 3 OBWC regulations.

6. Post-accident testing:

Post-accident drug/alcohol testing shall be administered where any of the following circumstances occur:

1. A fatality of anyone involved in the accident;
2. Bodily injury to the employee and/or another person that requires off-site medical attention;
3. Any vehicular damage in apparent excess of \$500.00; and/or
4. Non-vehicular damage in apparent excess of \$500.00.

H. All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs." The Employer and the laboratory shall have a clear and well documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody and control and split sample collection and testing. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the Employer representatives and donors.

Each specimen will be tested for the following ten (10) substances:

Substance	Initial Level	Confirmation Level
Amphetamines	1,000	500
Barbiturates	300	200
Benzodiazepines	300	300
Cannabinoids	50	15
Cocaine Metabolites	300	150
Methadone	300	300
Methaqualones	300	100
Opiate Metabolites	300**+	300+
6-Acetylmorphine***		10***
Phencyclidine (PCP)	25	25
Propoxyphene	300	300

** 25 ng/ml if immunoassay specific for free morphine

+ Initial and confirmatory test levels are changed to 2,000 ng/ml effective May 1, 1998; also disregard ** above on that date

*** 4 test for 6-AM when the morphine concentration exceeds 2,000 ng/ml; drug confirmatory test for this drug effective May 1, 1998.

I. Alcohol tests shall be administered using a breath or saliva initial screen with a confirmatory evidential breath test administered by a trained breath alcohol technician (BAT) or a law enforcement officer certified to conduct such tests. (Note for BWC Program: If an EBT is not available or reasonably accessible, a blood test shall be made available to the employee, per the BWC requirements.) All tests shall be administered in accordance with federal standards for alcohol testing.

J. Refusal to submit to any of the alcohol or controlled substance tests required by this policy may result in the employee's immediate unpaid suspension after the employee is informed that their refusal may result in said suspension. Actions constituting a refusal to submit to a test include:

1. Providing adequate breath for alcohol testing, or failing to provide adequate urine for controlled substance testing;
2. Engaging in conduct that clearly obstructs the testing procedure;
3. Failing to remain readily available for a post-accident test;
4. Attempting to substitute and/or adulterate the specimen.

K. This policy is not to be utilized for criminal law enforcement purposes. However, this policy does not prevent criminal law enforcement investigation of illegal activity. For example, an employee charged with operating a motor vehicle under the influence of alcohol and/or drugs of abuse (OMVI) may be required to submit to testing as part of the criminal investigation and the procedures of this policy would not be applicable to that investigation. Furthermore,

evidence derived in a criminal investigation, including drug and alcohol testing, may be used as evidence in a disciplinary proceeding.

- L. All employees shall receive at least two (2) hours of annual training covering the Employer's written policy and the dangers of, and signs and symptoms associated with, substance abuse. Each employee shall receive and sign an acknowledgment of receipt of the Employer's written policy and the required training, annually.
- M. All supervisors shall receive at least two (2) hours of initial training upon implementation of this policy and two (2) hours of refresher training annually, thereafter, on the supervisor's role and responsibility in administering this program. The training shall include the signs and symptoms of substance abuse, documentation, confrontation and intervention methods, referral, and follow-up.
- N. Information regarding the effects of alcohol and controlled substance use on an individual's health, work and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs is available through the Personnel Department (EAP Program), and will be periodically provided to employees.
- O. All records relating to an employee's testing shall be maintained as confidential medical records.
- P. All employees subject to this policy remain subject to all other policies, procedures, rules, regulations, and collective bargaining agreements established by the Employer under its independent authority which are not inconsistent with the requirements herein. All employees also remain subject to all other relevant federal, state and local laws and regulations.

ARTICLE 39

EXECUTION

Section 39.1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 2nd day of May _____ 2012.

FOR THE CITY OF LORAIN, OHIO

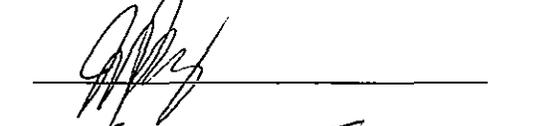






FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION







Attachment A

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 applied 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 APPLY
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.

MEMORANDUM OF UNDERSTANDING

Between

CITY OF LORAIN

And

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

This AGREEMENT, made this 20th day of March, 2011, between the City of Lorain and the Ohio Patrolmen's Benevolent Association of Telecommunicators for the Lorain Police Department (hereinafter "OPBA"):

WHEREAS, both parties hereby agree that effective January 1, 2012, all vacation time due to all OPBA members in fiscal year 2012, and each year thereafter, shall be credited to each OPBA members annual payroll vacation account (AVAC) by the second pay period in January.

These hours shall then be allowed to be utilized by each employee as of the first of January, at their own discretion, as long as it meets with the approval of the Departments policies and procedures governing vacation usage.

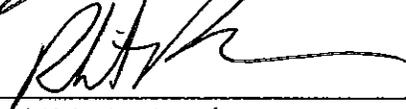
WHEREAS, this MOU shall eliminate the prior practice of accruing vacation hours on a bi-weekly basis. Any unused AVAC hours shall now be carried over into the Vacation (VAC) bank each fiscal year.

IT IS HEREBY agreed and understood between the parties as follows:

This MOU will begin on January 1, 2012 and shall be continuous.



OHIO PATROLMEN'S BENEVOLENT ASSOCIATION



DIRECTOR OF PUBLIC SAFETY/SERVICE
CITY OF LORAIN, OHIO

3/23/12
DATE

3/26/12
DATE

MEMORANDUM OF UNDERSTANDING

Between

CITY OF LORAIN

And

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

This AGREEMENT, made this _____ day of February, 2011, between the City of Lorain and the Ohio Patrolmen's Benevolent Association of Telecommunicators for the Lorain Police Department (hereinafter "OPBA"):

WHEREAS, both parties hereby agree that effective January 1, 2012, all vacation time due to all OPBA members in fiscal year 2012, and each year thereafter, shall be credited to each OPBA members annual payroll vacation account (AVAC) by the second pay period in January.

These hours shall then be allowed to be utilized by each employee, at their own discretion, as long as it meets with the approval of the Departments policies and procedures governing vacation usage.

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IT IS HEREBY agreed and understood between the parties as follows:

This MOU will begin on February _____, 2012 and shall be continuous.

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

DATE

DIRECTOR OF PUBLIC SAFETY/SERVICE
CITY OF LORAIN, OHIO

DATE

February 16, 2012

Mr. Ron Mantini
Lorain City Auditor
City Hall – 6th floor
Lorain, OH

RE: OPBA Vacation Hours

Sir:

Effective January 1, 2012, all members of the OPBA Bargaining Unit will receive their annual vacation hours in one lump sum, - thus eliminating the prior practice of accruing vacation hours on a bi-weekly basis.

Sincerely,

Geoff Smith
Deputy Safety/Service Director

ARTICLE XX

Vacation

SECTION 20.1

Vacation Hours Earned

Full time employees who have completed one (1) full year of Continuous Service with the City of Lorain Police Department shall be entitled to vacation with pay. An employee's length of continuous service for the purpose of this Article shall be determined by the employee's original hire date, less any time off the payroll of the Employer. The amount of vacation leave to which an employee is entitled is based upon continuous length of service as follows:

<u>Length of Service</u>	<u>Vacation Hours</u>
1 year but less than 7 years	80 Hours
7 years but less than 13 years	120 Hours
13 years but less than 22 years	160 Hours
22 years	200 Hours

The vacation hours for the current year shall be credited to the police officer's annual payroll vacation account (AVAC) by the second pay period in January. If an officer changes vacation level during the year, the yearly vacation hours will be prorated based on the new step and the officer's anniversary date (seniority date).

Newly hired employees of the Police Department shall have their first year vacation hours credited to their annual payroll vacation account (AVAC) on the first anniversary of their employment. They will also receive a prorated number of hours for their second year of employment – these hours will be credited to their payroll account (VAC) – for example, an employee hired on 7/1/2007 will have, on 7/1/2008, 80 hours credited to the AVAC vacation account and 40 hours credited to the VAC vacation account – starting in January 2009 and thereafter, the vacation credits will be added to the AVAC vacation account the first pay in January.

SECTION 20.2

Scheduling Vacations

The Chief of Police shall have jurisdiction over the scheduling of vacation and shall have, in time of emergency, authority to suspend, postpone or cancel vacation days.

Employees of the Police Department should make every attempt to use their vacation days in the year they earn them. The Chief of Police is encouraged to allow employees of the Police Department to take their vacation each year.

Any unused vacation remaining in the employees AVAC account during the calendar year shall be credited or moved to the employees VAC account.

SECTION 20.3

Accumulation of Vacation Time

Employees of the Police Department shall be allowed to accumulate up to three (3) years of vacation leave in their VAC account.

Beginning in 2008, any hours in the VAC account in excess of three (3) years shall be paid to the employee in the first pay period of April in the next succeeding year at the prior years rate of pay.

In time of emergency, the Chief of Police may postpone annual vacation days. Emergency, as used in this Section, is defined as a situation whereby the absence of the officer would have an adverse effect upon the health and safety of the citizens of Lorain. Any unused annual vacation during the calendar year shall be permitted to be carried over to the next succeeding year for a period of six months. After six months, any unused prior year vacation will be automatically paid to the officer.

SECTION 20.4

Pay for Vacation Time

Upon separation from service, employees of the Police Department shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave in their VAC payroll account to his or her credit at the time of separation up to a maximum accrual period of three (3) years.

Upon separation from service, employees of the Police Department shall be entitled to pay for any accrued but unused vacation time in their annual vacation

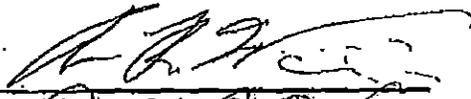
payroll account (AVAC). Separation pay for this AVAC account will be prorated from January 1st of the year to the date of separation (the vacation credits in this account are for the current year thus, if an employee of the Police Department separates, the vacation will be prorated). If you have used all of your vacation but depart before the end of the year you will owe a prorated amount of the vacation used to the City of Lorain or it will be deducted from your separation pay.

Memorandum of Understanding

Between the

City of Lorain, Ohio and the Lorain Fraternal Order of Police Lodge #3

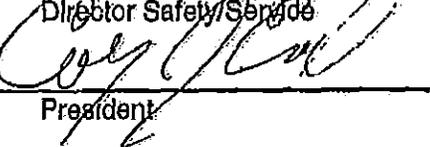
APPROVED for the City:


Director Safety/Service

Date

12/31/2007

APPROVED for the FOP:


President

Date

12/31/07, 2007

Geo Af Smith

ARTICLE XX

Vacation

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Shirley
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Upon separation from service, employees of the Police Department shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave in their VAC payroll account to his or her credit at the time of separation up to a maximum accrual period of three (3) years.

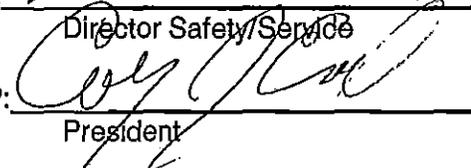
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Memorandum of Understanding

Between the

City of Lorain, Ohio and the Lorain Fraternal Order of Police Lodge #3

APPROVED for the City:		<u>12/31/2007</u>
	Director Safety Service	Date
APPROVED for the FOP:		<u>12/31/07</u>
	President	Date