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STATE EMPLOYMENT  
RELATIONS BOARD

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AGREEMENT BETWEEN

THE CITY OF AVON LAKE

AND

THE FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL, INCORPORATED

POLICE DISPATCHERS

EFFECTIVE: JULY 1, 2011

EXPIRES: JUNE 30, 2014

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## COLLECTIVE BARGAINING AGREEMENT

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## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 1.

#### PARTIES AND PURPOSE

SECTION 1. This Agreement is entered into between the City of Avon Lake, hereinafter referred to as the "City" or as the "Employer" and the Fraternal Order of Police /Ohio Labor Council, Inc., hereinafter referred to as the "FOP" or the "Union."

SECTION 2. The City and the Union agree that they have entered into negotiations to establish this Agreement with the following purposes:

- a. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.
- b. To provide for the peaceful and equitable adjustment of differences which may arise.
- c. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.
- d. To insure the right of every employee to fair and impartial treatment.
- e. To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits and conditions of employment.
- f. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.
- g. To provide for orderly and harmonious employee relations in the interest, not only of the parties, but of the citizens of Avon Lake, Ohio.

SECTION 3. Toward this end, the parties hereto agree to devote every effort to assure that the City and the Union members and officers will comply with the clear provisions of this Agreement. This Agreement pertains to employees within the Bargaining Unit as defined hereunder.

SECTION 4. Nothing contained in this Agreement shall alter the authority conferred by the ordinances and resolutions of the Avon Lake City Council, Civil Service Commission Rules and Regulations, applicable State and Federal laws and the Constitution of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority.

SECTION 5. This Agreement is subject to all applicable Federal and State laws, Civil Service rules and regulations, City Council ordinances and resolutions, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any judicial decision interpreting them.

### ARTICLE 2.

#### UNION RECOGNITION

SECTION 1. The Employer recognizes the FOP as the sole and exclusive representative for those employees of the Employer as certified by the State Employment Relations

Board in Case Number 95-REP-07-0124. This unit includes all full-time dispatchers and secretary records clerk.

ARTICLE 3.  
MANAGEMENT RIGHTS

Nothing herein shall be construed to restrict any Constitutional, statutory, legal or inherent exclusive managerial policy. The City shall retain the right and the authority to administer the business of its departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more, particularly, including but not limited to the following:

- a. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge or discipline for just cause, and to maintain discipline among employees; not in conflict with the Ohio Revised Code;
- b. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- c. To determine the City's goals, objectives, programs and services, and to utilize personnel in the manner designated to effectively and efficiently meet these purposes;
- d. To determine the size and composition of the work force, staffing patterns, and the department's organizational structure, including the right to lay off employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- e. To determine the hours of work, work schedules and to establish the necessary work rules, policies and procedures for all employees;
- f. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- g. To determine the necessity to schedule overtime and the amount required thereof;
- h. To determine the City's budget and uses thereof;
- i. To maintain the security of records and other pertinent information;
- j. To determine and implement necessary actions in emergency situations;
- k. To maintain the efficiency of governmental operations;
- l. To exercise complete control and discretion over department organization and the technology of performing the work required;
- m. To set standards of service and determine the procedures and standards of selection for employment.

ARTICLE 4.  
NO STRIKE/NO LOCKOUT

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

a. The Union 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, walk-out, slowdown, or any other interruption of operations or services by the Employer, by its members. When the Employer notifies the Union by certified mail or personal service that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work and if the Union fails to post such notice, the Employer shall have the option of canceling any Article, Section or Subsection of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or previously outlined, may be discharged or have other disciplinary action taken.

b. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section a. above. Nothing herein shall restrict any statutory rights of the City to act in regard to an illegal strike by its employees.

ARTICLE 5.  
LAYOFFS AND RESTORATION

SECTION 1. When it becomes necessary in the Avon Lake Police Department, through lack of work or causes other than disciplinary reasons, to reduce the force in said Department, employees shall be laid off by seniority and job classification.

SECTION 2. The names of individuals holding permanent positions in the classified service, who have been laid off under the provisions of this Article, shall be placed by the Civil Service Commission on an appropriate "Layoff List" in the order of their original appointment for a period not to exceed two (2) years, and shall be certified to all appointing authorities as in the case of original appointments. Whenever discontinued positions are re-established or other cause for layoff is terminated and the request is made for certification for eligible, former employees of the department who have been laid off and whose names appear on the "Layoff List" shall be the first to receive appointments.

SECTION 3. In the event that a position in this bargaining unit, once abolished and made unnecessary, be found necessary to be re-established within three (3) years from the date of the abolishment, or should a vacancy occur through death, resignation or any other cause within three (3) years of the date of the abolishment of such position or lay-off, the oldest member of the bargaining unit in point of service of those laid off shall be entitled to the position, providing he was, at the date of his separation, a regular and permanent employee holding a rank at least equal to or above that which had been abolished or found unnecessary.

SECTION 4. The City agrees that prior to any layoffs it shall first canvass all employees of the department to determine if any employees desire to request a voluntary leave of absence.

ARTICLE 6.  
UNION RIGHTS

SECTION 1. The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the Union in City/Union related matters. The names of Union members so elected shall be certified in writing to the City.

SECTION 2. The Union recognizes its responsibilities as the bargaining unit and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint, or coercion from the City, and shall respect the rights of all employees of the Police Department.

SECTION 3. The Union shall have the right to solicit membership of all new full-time, non-probationary employees, and the City agrees not to interfere with the rights of said employees to join and participate in lawful Union activities.

SECTION 4. Meetings of the Union members will be permitted on City premises, providing permission from the Chief or his representative is obtained.

SECTION 5. The City agrees that during work hours, one Union member while on the City's premises and without loss of pay may with the prior approval of the Police Chief: (1) Post Union notices; (2) Transmit communications, authorized by its officers, to the City or its representatives; (3) Consult with City representatives, Union officers, or other Union representatives concerning the enforcement, interpretation, application or claim of violation of any provision of this Agreement.

SECTION 6. The Union shall be allowed up to thirty two hours of paid leave per year, for the attendance of Union officials at Fraternal Order of Police functions, subject to the approval of the Chief of Police and existing policy on requests for time off.

ARTICLE 7.  
NON-DISCRIMINATION

SECTION 1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, handicap, disability, age, sex, or genetics.

SECTION 2. The Employer and the Union recognize the right of all employees to be free to join the Fraternal Order of Police and participate in its lawful activities. Therefore, the Employer and the Union agree there shall be no discrimination by the Employer or the Union for membership or non-membership in the Union.

ARTICLE 8.  
RULES AND REGULATIONS

SECTION 1. The Union recognizes that the Employer designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate reasonable policies, rules and regulations, consistent with statutory authority, to regulate the conduct and work performance of the employees.

SECTION 2. The Union agrees that its members shall comply with all Dispatcher and Secretary/Records Clerk Department policies, rules and regulations, including those relating to conduct and work performance.

SECTION 3. The Employer's policies and/or rules and regulations shall not violate any provisions of this Agreement.

SECTION 4. Any complaint involving a conflict between the terms of this Agreement and a policy, and/or rules and regulations may be resolved through the Grievance Procedure.

SECTION 5. New department written rules and regulations will be furnished to each member of the bargaining unit within ten (10) working days. The Employer will prepare all prior written orders which are still effective, posting orders in a place accessible to all Union members. The purpose and intent of this Section shall be that each member of the bargaining unit be advised of, in writing, new rules and regulations.

ARTICLE 9.  
WORK WEEK/SCHEDULED HOURS

SECTION 1. For the purpose of this Agreement, a work day shall consist of eight (8) regularly scheduled consecutive hours during a twenty-four (24) hour period of time. A twenty-four (24) hour period commences at the beginning of a regularly scheduled shift. Furthermore, the normal work week, for full-time members of the bargaining unit, shall consist of forty (40) scheduled hours.

SECTION 2. Compensation, for regular scheduled eight (8) hour days, shall be at a straight time rate of pay. All hours worked in excess of the normal tour of duty shall be considered overtime.

SECTION 3. No full time bargaining unit employee shall have his/her hours reduced below forty (40) per week, or be laid off until after the City has eliminated all hours of work for part-time non-bargaining unit employees.

ARTICLE 10.  
OVERTIME

SECTION 1. Overtime shall be paid at one-and-one half (1 1/2) times a rate determined by dividing the employee's annual base pay by 2080 hours.

SECTION 2. All employees covered by this Agreement shall receive overtime pay when called in while off duty. Training sessions shall be compensated at a rate of four (4) hours. Departmental meetings shall be compensated at a rate of two (2) hours. Court appearances, when subpoenaed by the City of Avon Lake or other governmental agency, and all other call-ins, shall be compensated at the rate of four (4) hours. If the employee works beyond the minimum hours set forth in this Section, said employee shall be compensated for actual time worked.

SECTION 3. Time spent in active pay status shall count toward the calculation of overtime. Active pay status will include duty hours, holiday time, compensatory time, vacation time, jury duty time, bereavement leave time, and injured on duty time. Active pay status does not include sick time.

ARTICLE 11.  
WAGES

SECTION 1. The parties do hereby agree that the following schedule of gross rates of pay for employees covered by this Agreement shall be effective on the dates as specified to wit:

a. Commencing July 1, 2011 through June 30, 2014 as follows:

POSITION	STEP	HOURLY	BI-WEEKLY	ANNUALLY
Dispatcher	I	\$17.42	\$1,393.60	\$36,233.60
Dispatcher	II	\$18.25	\$1,460.00	\$37,960.00
Dispatcher	III	\$19.09	\$1,527.20	\$39,707.20
Dispatcher	IV	\$19.94	\$1,595.20	\$41,475.20
Dispatcher	V	\$20.92	\$1,673.60	\$43,513.60

Excluding normal step increases there shall be no wage increase for Step 5 employees for the duration of this Agreement.

ARTICLE 12.  
LIFE INSURANCE

The City agrees to provide, free of cost to each employee covered by this Agreement, life insurance in the minimum amount of twenty five thousand dollars.

ARTICLE 13.  
VACATIONS

SECTION 1. All full-time employees covered by this Agreement who have been in the continuous employment of the City for a period of twelve (12) months or more preceding January 1, shall be allowed an annual vacation with pay of two normal work weeks. All regular full-time employees who have been employed for less than twelve (12) months preceding January 1, shall receive one full day of vacation for each full month of employment during the previous year up to a maximum of two normal work weeks.

SECTION 2. All full-time employees who have been in the employment of the City for a period of five (5) years of continuous service shall be granted three (3) weeks of vacation with pay; after ten (10) years of continuous service, said employees shall be granted four (4) normal work weeks of vacation with pay; and after fifteen years shall be granted four (4) normal work weeks plus two days of vacation with pay and after eighteen years shall be granted four (4) normal work weeks plus four days of vacation with pay, and after twenty (20) years of continuous service, said employees shall be granted five (5) normal work weeks of vacation with pay. All earned vacations shall become effective the following January 1st after completion of the above years of service. For the purpose of this article a work week shall extend from the employee's regularly scheduled days off to his or her next regularly scheduled days off. The above sentence is not applicable to vacation taken in single day increments.

SECTION 3. Vacations may not be accumulated and must be taken not later than the end of the subsequent year of service for which the vacation was earned, unless an extension is authorized by the Mayor.

SECTION 4. An employee whose employment with the City is terminated, or upon retirement, shall be paid for vacation time earned the previous year but not yet taken, and earned but not yet taken in the year of termination or retirement. Compensation shall be calculated by dividing the employee's bi-weekly wage by 80 hours, times the unused hours of vacation provided the employee has twelve (12) months or more continuous service.

SECTION 5. Vacation allowance calculated on the basis of Section 4 hereof shall be paid to the next of kin or executor or administrator of a deceased employee.

SECTION 6. Vacation time shall be scheduled as nearly as possible to conform with the proper functioning of the department as well as to suit the convenience of the employees, and is subject to the approval of the Police Chief and to the review of the Mayor.

SECTION 7. Notwithstanding the provisions of this Article, any member of the bargaining unit who has prior service with another government agency(ies) shall have his/her time from such other agency(ies) transferred and added for the purpose of vacation time calculation. Prior service with the Avon Lake Police Department or another City of Avon Lake department shall also be included with this section.

ARTICLE 14.  
HOLIDAYS

SECTION 1. All shift employees covered by this Agreement shall be granted an eight (8) hour period of time off for each of the following holidays:

New Years Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

And, four (4) personal holidays to be granted annually, after each employee's first anniversary.

In addition to the above, all shift employees shall be compensated at a rate of two (2) times their hourly rate of pay when they work Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, and one and a half (1.5) times their hourly rate when they work New Years Day, Easter Sunday, and the Day After Thanksgiving.

SECTION 2. Any other employees covered by this Agreement who work a 40 hour business week shall be given the above holidays off with pay. In the event a holiday, excluding Easter Sunday, falls on a Sunday, the next day, Monday, shall be the holiday. In the event a holiday falls on a Saturday, the preceding day, Friday, shall be the holiday. Should the employee be required to work one of the above holidays, he shall be compensated as specified above.

SECTION 3. In Section I and Section 2 of this Article XIV, time off shall be taken during the twelve month period following such holiday at such time as may be approved by the Police Chief. In no event shall such time off be granted prior to any of the above mentioned holidays. Personal holidays shall be used between January 1 and December 31 of each calendar year and may not be accumulated.

SECTION 4. Upon retirement or termination of employment with the City an employee shall be compensated for any unused holiday time and personal holiday time. Compensation shall be based on an hourly rate computed by dividing the employee's bi-weekly wage by 80 hours times the number of unused holiday or personal holiday hours accumulated.

SECTION 5. In the case of a deceased employee, holiday pay shall be paid to the next of kin or the executor or administrator of the estate.

ARTICLE 15.  
UNIFORM ALLOWANCE

SECTION 1. Full time employees required to wear uniforms shall receive annual work related uniform and equipment allowances for the purchase and maintenance or regulation uniforms and equipment as follows:

Effective January 1, 2009 .....\$550.00

Such allowance shall be paid in one installment on the scheduled pay day immediately preceding April 1st.

ARTICLE 16.  
HEALTH INSURANCE

SECTION 1. All members of the bargaining unit shall be eligible to participate in either health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage.

SECTION 2. Effective July 1, 2011, the City shall pay one hundred percent (100%) of all monthly premiums with the following employee contributions to be deducted bi-weekly:

SuperMed Plus 90% - 10% Single \$28.00 - Family \$48.00  
SuperMed Plus 80% - 20% Single \$ 5.00 - Family \$ 9.50 (Optional Plan Effective 1/1/12)

SECTION 3. The parties agree to form an insurance committee to meet and discuss concerns relating to insurance coverage, administrative and cost issues and to make recommendations to the administration to resolve insurance concerns.

The City shall be represented by the Mayor or his designee, the Union shall designate one (1) member from each bargaining unit as its representative. The Committee shall meet on a quarterly basis or as agreed to by the parties.

SECTION 4. The City will provide members of the bargaining unit a cash incentive plan for those employees electing to "opt-out" of the medical, dental, vision and prescription drug coverage that is provided to the bargaining unit member. Any bargaining unit member that elects to "opt-out" of a family or single insurance contract shall receive a cash incentive equal to forty percent (40%) of the premium cost to be paid monthly. To be eligible, the employee must show proof of insurance from an alternative source, excluding the City of Avon Lake.

The City shall permit the bargaining unit member the ability to enroll back into the medical, dental, vision and prescription drug plan provided by the City during open enrollment periods throughout the duration of this collective bargaining agreement or upon a qualifying event. The City shall provide bargaining unit members the time period for open enrollment and definitions of allowable qualifying events.

SECTION 5. A schedule of benefits shall be attached to this section in the appendix, which shall include the following policy highlights:

New Health Care Option  
SuperMed Plus 80% - 20% Plan

Current Health Care Option  
SuperMed Plus 90% - 10% Plan

Network Deductible:  
Single (\$500) Family (\$1,000)  
Non-Network Deductible:

Network Deductible:  
Single (\$100) Family (\$200)  
Non-Network Deductible:

Single (\$1,000) Family (\$2,000)

Single (\$200) Family (\$400)

Office Visit \$20.00

Office Visit \$20.00

Out of Pocket Maximum:

Out of Pocket Maximum:

Network Single (\$2,000) Family (\$4,000)

Single (\$300) Family (\$600)

Non-Network Single (\$4,000) Family (\$8,000)

Single (\$2,000) Family (\$4,000)

Prescription Drug \$10.00/\$20.00/\$30.00

Prescription Drug \$10.00/\$20.00/\$30.00

\*Employees agree to Forced Generic Prescription Drug Program.

#### ARTICLE 17.

##### SICK LEAVE

SECTION 1. Sick leave shall be earned and accumulated without limit at the rate of four and six-tenths (4 6/10) hours for each eighty (80) hours of service. (One day equals an eight (8) hour shift.) Pay for sick leave shall be at the employee's base rate.

SECTION 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 week earnings.

a. Sick leave may be used due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. The term "immediate family" means father, mother, brother, sister, husband, wife, child and grand-parents, grandchildren, step-parents, step children, step-brothers, and step-sisters of the employee and/or his spouse.

b. Death of a member of his immediate family (see Bereavement Leave)

c. Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the employee's presence, and which cannot be scheduled during non-working hours.

d. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

e. Pregnancy and/or childbirth of the bargaining unit member and/or spouse and other conditions related thereto. The bargaining unit member may utilize up to five (5) days without a certificate from a licensed obstetrician, gynecologist, midwife, obstetric or gynecological nurse practitioner. If the bargaining unit member, spouse or child develops medical complications associated with the pregnancy, childbirth or recovery from said pregnancy, additional days of sick leave may be used upon the filing of medical excuse signed by a licensed physician that details the nature of the illness, complications or incapacitation associated with said pregnancy and/or birth.

SECTION 3. To be eligible for paid sick leave an employee must report prior to his scheduled starting time the reason for his absence to the Department Head or his designee, on each day involved, unless otherwise approved by the City.

SECTION 4. The Employer may require an employee to furnish a standard written affidavit on the form provided by the City to verify the use of sick leave. An employee who is absent on sick leave shall be required to present a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor, for any illness of more than five (5) consecutive days duration. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

SECTION 5. Employees who are scheduled for an elective surgery shall notify the employer at least fourteen (14) calendar days in advance of the surgery. When an elective surgery is scheduled to occur in less than fourteen (14) days, the employee shall notify the employer as soon as it is scheduled.

SECTION 6. In addition to the provisions of Section 5 above, when an employee is off work because of an injury or disability, whether job related or not, the employee must provide the employer with the physician's statement that the employee is able to perform the duties of the job.

This statement is for the purpose of protecting the Employer from Worker's Compensation claims or further claims arising from such existing injuries or disabilities. When sick leave is requested to care for a member of the employee's immediate family, the Employer may require a physician's statement to the effect that the presence of the employee is necessary to care for the ill person.

SECTION 7. In addition to the provisions of Section 6 above, at the discretion of the City, an employee will be required to submit to a medical examination by a licensed physician satisfactory to the City. Such physician must certify that the employee is able to perform the duties of his/her job before the employee is permitted to return to work. If the physician is designated by the City, the City will pay the expense of said examination.

The results of said examination and only those results, shall be released to the City, not the employee's past medical history, except upon the written permission of the Employee.

SECTION 8. Application for sick leave with intent to defraud may result in dismissal and refund of salary or wage paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privilege.

SECTION 9. Employees whose date of employment preceded December 29, 1980 shall receive pay of up to 120 days for their actual unused sick leave in case of death, or permanent disability, or retirement, or upon resignation due to a proven bona fide illness afflicting himself or a member of his immediate family.

SECTION 10. Employees hired after December 29, 1980, shall receive fifty percent (50%) of his/her accumulated sick leave credit up to a maximum of sixty (60) days.

SECTION 11. Employees who are required to leave work because of a medical or dental appointment shall provide the Officer in Charge with signed certification from the attending physician or dentist that the appointment was kept.

Retirement Incentive Option - See Appendix A

ARTICLE 18.  
BEREAVEMENT LEAVE

SECTION 1. Employees shall be granted a leave of absence with pay in the event of the death of an immediate family. (See Sick Leave Article for definition of an immediate family member.)

SECTION 2. An employee may absent himself for this purpose for a period not to exceed three (3) work days for each death, including travel within the State of Ohio, and five (5) work days for each death, including travel time outside the State of Ohio.

SECTION 3. In order to be paid, proof of bereavement shall be presented upon return to work. This absence shall not be charged to the employee's sick leave.

ARTICLE 19.  
GRIEVANCE PROCEDURE

SECTION 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

SECTION 2. For the purposes of this procedure, the below listed terms are defined as follows:

- a. Grievance: A "grievance" shall be defined as a dispute or controversy arising between an employee, or the Union and the City, involving disputed interpretations of the specific and express written provision of this Agreement, and/or unresolved grievances.
- b. Aggrieved Party: the "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c. Days: A "day" as used in this procedure shall mean calendar day.
- d. The preparation and processing of grievances shall be conducted only during non-working hours except for purposes of Article 19, Section 3 (a).
- e. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party, and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- f. The aggrieved party may choose whomever he wishes to represent him at any step of the Grievance Procedure.
- g. The time limits provided herein shall be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.

h. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

SECTION 3. Procedure for Consideration of Employee Grievance

a. Within 20 days of the incident giving rise to the grievance or 20 days after the employee knew or should have known the facts giving rise to the grievance, the employee shall bring the complaint to the attention to his immediate supervisor.

b. Employee grievances shall, in the first instance, be discussed between the individual employee involved and his immediate supervisor. If the problem is not thereby resolved to the satisfaction of each, a representative of the employee organization may, on behalf of the employee involved, meet with the Department Head for discussion of the grievance in an attempt to settle it to the satisfaction of the parties concerned.

c. In the event an employee grievance cannot be resolved by such discussion with the Department Head, within five (5) days after the discussion, the employee, or the employee organization, if one is involved, shall have the right to submit such grievance in written form to the Mayor/Human Resources Director for consideration and evaluation. A copy shall at the same time be provided to the Department Head. The Mayor/Human Resources Director shall, within five (5) days after receipt of such request for review, arrange for a meeting with the parties involved and shall attempt to resolve the dispute.

d. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, the aggrieved party may submit the grievance to arbitration.

e. In the event the grievance arises out of a specific action by the Chief of Police, the grievant shall initiate the grievance at the Mayor/Human Resources Director.

SECTION 4. Arbitration: The Union, based upon the facts presented, has a right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the date final action was taken on such grievance under Step (c) in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

a. Upon receipt of a notice to arbitrate, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrator in accordance with its then applicable rules and regulations. The notice to FCMS shall specify that the Arbitrators are to be members of the National Academy of Arbitrators and residents of the State of Ohio. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The FOP shall be the first to strike a name from the list in the first arbitration under this Agreement, with the parties then alternating which party shall strike first. The first party will strike a name from the list, then the other shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party shall have the option to completely reject one list of names provided by FMCS and request another list.

The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement, and he/she shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying any way the terms of this Agreement.

2. 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, rules or regulations do not conflict with this Agreement.

3. Concerning the establishment of wage scales, or change in any wage rates, except as provided in this Agreement.

b. The question of arbitrability of a grievance may be raised by either party and presented to the party at least ten (10) calendar days prior to the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

c. The decision of the Arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Employer, the FOP/OLC, and the Grievant. The decision of the Arbitrator shall be binding on both parties.

SECTION 5. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

SECTION 6. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the Federal Mediation and Conciliation Service (FMCS).

SECTION 7. All expenses involved in the arbitration proceedings shall be equally shared between both parties. However, expenses relating to the calling of witnesses or of the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party requesting the appearance of the witnesses or the taking of the depositions.

ARTICLE 20.  
EDUCATIONAL INCENTIVE

SECTION 1. a. Any full time employee covered by this Agreement who has attained, from an accredited college or university, an Associate's Degree shall be paid additional compensation of \$450.00 per year during such employment.

b. Any full time employee covered by this Agreement who has attained, from an accredited college or university, a Bachelor's Degree shall be paid additional compensation of \$500.00 per year during such employment.

c. Any full time employee covered by this Agreement who has attained, from an accredited college or university, a Master's Degree in the fields of criminal

justice/police science/police administration shall be paid an additional compensation of \$750.00 per year during such employment.

d. Any full time employee covered by this Agreement who has attained, from an accredited college or university, a Doctorate Degree or Juris Doctorate in the fields of criminal justice/police science/police/law administration shall be paid an additional compensation of \$1,000.00 per year during such employment.

e. Such compensation may not be cumulative with payment being for the highest degree earned. The employee shall provide satisfactory evidence of the degree earned and the college/university. This "educational incentive" shall be paid on the scheduled pay day immediately preceding the first day of June of each calendar year.

SECTION 2. The City of Avon Lake will not provide any employee reimbursement for expenses which such employee might incur in obtaining any of the above listed degrees, such as tuition, books, fees, travel expenses or other related expenses, nor shall compensation be paid to said employee for time expended in attending such educational institution. Such training and education shall be accomplished on the employee's non-work time.

SECTION 3. Any full time employee who is serving a probationary period shall not be entitled to such educational incentive benefit, whether or not the employee has a degree. An employee serving a promotional probationary period shall be entitled to payment under this Article.

#### ARTICLE 21.

##### LEAVE OF ABSENCE AND UNAUTHORIZED ABSENCE

SECTION 1. One Year Restriction: With the consent of the Civil Service Commission, an appointing officer may grant a leave of absence without compensation, for a definite or an indefinite period not to exceed one year. Such absences may be granted for good cause among which the following shall be deemed proper: military service, temporary physical disability, or study or training of value in connection with the municipal service. All leaves of absence shall be promptly referred to the Civil Service Commission for approval in order that the Civil Service status of such absentees may be protected. All employees granted an unpaid leave of absence shall be entitled to maintain health insurance benefits by paying to the City the total cost of the applicable monthly premiums for hospitalization, prescription drug coverage, dental and vision insurance.

SECTION 2. Reinstatement upon Return: An employee returning after a leave of absence without pay shall be reinstated in his former position; provided, however, that the appointing officer during such absence has not found it necessary to fill the position and upon notification to the absent employee to this effect the latter has refused in writing to curtail his leave and return to work or has failed to respond to his notification.

SECTION 3. All classified employees of the City of Avon Lake returning from the armed services of the United States and applying for reinstatement shall be governed by the applicable provisions of the Ohio Revised Code.

SECTION 4. Extension of One Year Leave: Where an employee has been injured in line of duty, an appointing authority may, with the approval of the Civil Service Commission, grant such extensions for ninety (90) day periods not to exceed a total of one year of such extensions beyond the regular one year maximum leave allowed under provisions of ARTICLE 21, Section 1.

SECTION 5. Unauthorized Absence: Whenever a full time employee works for a period less than the regularly established number of hours a day, days a week, or weeks a month (unless absent for an authorized leave), the amount paid shall be in proportion to the time actually employed for this class.

SECTION 6. Employees absent from work for unauthorized reasons not included in this or previous ARTICLES and/or without authorization or approval shall be considered on unauthorized leave. Unauthorized leave for a period of three or more consecutive working days may be considered by the Department Head as an automatic resignation. Pursuant to ORC#4117.10A this section shall take precedence and supersede ORC#124.34, Section 256.13 of the City of Avon Lake Codified Ordinances and Rule XIX of the Avon Lake Civil Service Commission. Disputes arising out of the application of this section shall be resolved under the grievance procedure.

ARTICLE 22.  
OBLIGATION TO NEGOTIATE

SECTION 1. The City and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 2. Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

SECTION 3. This Article shall not operate to bar negotiations over any subject or matter which the City and the Union mutually agree to negotiate.

ARTICLE 23.  
BILL OF RIGHTS

The City and the Union agree that the City will adhere to the proposals and provisions of the Bill of Rights as granted to individual bargaining unit members set forth below:

- 1) The bargaining unit member shall have the right to be represented by a Union officer or the Union's legal counsel, upon his request, at all times during any questioning when it relates to the officer's continued fitness for law enforcement services, or when the investigation could result in criminal charges.
- 2) The bargaining unit member shall have the right to be completely informed of his rights prior to the commencement of any questioning if he could be placed under arrest as the result of the investigation.
- 3) The bargaining unit member shall have the right to be informed at least 24 hours in advance of the nature of the investigation and the name(s) of the Complainant(s) before any questioning commences.
- 4) The bargaining unit member shall have the right to be informed at the initial contact if he is to be questioned as a witness only.

- 5) The bargaining unit member shall have the right for all formal questioning to be recorded and no one has the right to make unrecorded statements or ask unrecorded questions. The bargaining unit member has the right to make a separate recording of any questioning at the time of questioning.
- 6) The bargaining unit member shall have the right that at any one time all questions must be directed through only one questioner.
- 7) The questioning shall take place at a location designated by the Chief of Police and at a reasonable hour for all persons concerned.
- 8) The bargaining unit member shall have the right to be advised of any and all punitive action that could result from the investigation or questioning.
- 9) The bargaining unit member shall have the right to be represented by a Union Officer of his choice during any questioning that could result in punitive action.
- 10) No polygraph test shall be administered without the bargaining unit member's prior consent. Any polygraph agreed to must be given by a licensed operator.

ARTICLE 24.  
SHIFT DEVIATION PREMIUM

SECTION 1. All shift employees covered by this Agreement shall receive premium pay in the amount of five hundred dollars (\$500.00) per calendar year. Premium pay shall be paid on the scheduled pay day immediately preceding August 1st of each year.

SECTION 2. In addition, for the purposes of this ARTICLE, shift employees shall work no less than a total of one thousand forty (1040) hours per each twelve month period from August 1st, of each year.

SECTION 3. Hours of work are defined as working or duty hours, including hours paid for vacations, sick leave, or other paid authorized absences. Overtime hours will not be counted or computed in determining the basic computation requirement.

SECTION 4. In the event that management elects, at any time during the life of this Agreement, to assign personnel on the basis of a non- rotating shift, it is hereby understood and agreed upon, that all shift employees covered by this Agreement shall not have such premium pay diminished or reduced.

ARTICLE 25.  
LONGEVITY

SECTION 1. The following longevity compensation plan has been established for eligible full time employees.

<u>Consecutive Full Years of Service</u>	<u>Amount of Annual Longevity Pay</u>
6 years .....	\$ 400
7 years .....	\$ 450
8 years .....	\$ 500
9 years .....	\$ 550
10 years .....	\$ 625
11 years .....	\$ 700
12 years .....	\$ 775
13 years .....	\$ 850
14 years .....	\$ 925
15 years .....	\$ 1,000

16 years	.....	\$	1,075
17 years	.....	\$	1,150
18 years	.....	\$	1,225
19 years	.....	\$	1,300
20 years	Or More.....	\$	1,650 per year until termination

SECTION 2. That said longevity compensation shall be paid to eligible full time employees beginning on or after December 1, 1976, and each year thereafter. The longevity compensation shall be paid on the scheduled pay day immediately preceding December 1.

SECTION 3. Any full time employee receiving longevity compensation as set forth in ARTICLE 25, Section 1, shall, in addition thereto, be required to be employed and work no less than eighteen hundred (1800) hours during the twelve (12) months preceding the compensation, years of service shall be determined as of December 1, 1975, and each December 1st thereafter.

SECTION 4. Longevity compensation rates are to be computed on continuous years of employment services and not upon any wage or salary rate. Service for purposes of longevity compensation is defined as a full time position of trust or employment in the service of the City of Avon Lake involving no less than eighteen hundred (1800) hours of work per twelve (12) month period from December 1 until December 1 of the following year.

SECTION 5. Hours of work is defined as working or duty hours, including hours paid for vacations, sick leave or other paid authorized absences. Overtime hours worked will not be counted or computed in determining the 1800 hour basic computation requirement for an eligible service year.

SECTION 6. For full time employees who leave the service of the City of Avon Lake other than discharge or resignation, the following provisions for longevity compensation shall apply:

- a. Separation from public service because of death, permanent layoff, or permanent disability, longevity compensation will be prorated and paid as of the time of separation. In the case of a deceased employee, longevity compensation shall be paid to the next of kin or executor or administrator of the estate.
- b. Any employee retiring before December 1 of the calendar year shall receive longevity compensation on a prorata basis as determined on the date of his retirement, payable at the time of retirement.

SECTION 7. In computing longevity compensation for the first eligible year, the employee shall be compensated on a prorata month-to-month basis determined by the number of months (an eligible month for prorata being 20 or more days) between the employee's sixth anniversary date of employment and the next December 1. Such prorata compensation shall be added to the first entitlement longevity compensation.

SECTION 8. The monetary value of pro-ration as described in this Section shall be determined by the following formula: eligible months divided by 12, times the entitlement amount of ARTICLE 25, Section 1.

ARTICLE 26.  
HEALTH AND SAFETY

SECTION 1. It is agreed that safety must be a concern and a responsibility of both parties. All unsafe equipment and conditions must be reported to the Chief of

Police or his designated representative.

SECTION 2. The Union shall designate a safety committee, consisting of up to one (1) member of the bargaining unit, to become a member of the Health and Safety Committee comprised of members of the Police Officers and Sergeants and Lieutenants bargaining units to discuss matters of safety, health and sanitation. Should a situation arise that requires corrective action, the committee's findings, along with a recommendation shall be forwarded to the Police Chief. His corrective action or reply to the safety committee shall be made as soon as possible, but not later than five (5) calendar days.

SECTION 3. Should a dispute exist as to the Chief's corrective action or response, the committee may submit their recommendation to the Safety Director. His reply shall be made as soon as possible, but not later than five (5) calendar days to the safety committee and such reply shall be final.

SECTION 4. If a dispute is not settled after the Safety Director's reply or proposed corrective action, the Union's safety committee and the Police Chief may meet with the Safety Committee of Council to discuss the concerns of both parties. The Safety Committee of Council shall reply, in writing, within ten (10) calendar days to the Union's Safety Committee.

ARTICLE 27.  
ON DUTY INJURY LEAVE

SECTION 1. In the event of an on-the-job injury, and the employee elects to seek a worker's compensation award for lost work time, the City will continue to pay the employee sick pay upon written request, providing that the employee has adequate sick leave. Sick leave will be deducted for such time used until the employee receives his worker's compensation award. At that time, the employee shall reimburse the City for all wages (the words "and benefits" have been deleted) paid on his behalf and to his credit through payment of sick pay, and his sick leave shall then be restored per the amount paid. The purpose of this procedure is to insure the employee continuous income until the worker's compensation award is received.

ARTICLE 28.  
COPIES OF AGREEMENT

SECTION 1. A copy of this agreement shall be furnished by the employer to each member of the bargaining unit. This agreement shall be printed in booklet form at no cost to said member.

ARTICLE 29.  
PAYROLL DEDUCTIONS

SECTION 1. Periodic dues, initiation fees and assessments of members of the bargaining unit shall be deducted on a bi-weekly basis by the City upon presentation of a written deduction authorization by an employee for such purposes.

SECTION 2. Within thirty (30) days after the execution of this Agreement, all employees in the bargaining unit shall either become dues paying members of the FOP, or as a condition of continued employment, remit to the FOP a fair share fee in accordance with the provisions of Ohio Revised Code Section 4117.09(c). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become a member of the FOP or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09(c) nothing in this Article shall be deemed to require any employee to become a member of the FOP. The Union agrees to hold the City harmless regarding any legal action as a result of the City complying

with the terms of this section. The Union asserts that it has a rebate procedure in place which allows non-union members to receive timely financial information and provides for a reasonably prompt decision by an impartial decision maker as outlined in the rule on Fair Share Fee on file at the office of the FOP/OLC.

SECTION 3. Credit union deductions shall be made upon presentation of a written deduction authorization by an employee for such purpose. Credit union deductions shall be limited to those made for the Cleveland Firefighters' Credit Union and the F.O.P. Credit Union.

SECTION 4. The above deductions will be withheld on a bi-weekly basis.

ARTICLE 30.  
SALARY REDUCTION PICK-UP

SECTION 1. In accordance with the requirements of Section 414(h)(2) of the Internal Revenue Code (the "Code") and regulations and rulings thereunder, effective on or before 90 days from the date of execution hereof, the City shall "pick-up" the employee contributions that, pursuant to Chapter 742 of the Ohio Revised Code ("Chapter 742"), are required to be deducted from the salaries of employees who are covered by this Agreement and are members of the Public Employee's Retirement System. Such pick-up shall not be considered additional salary for purposes of Chapter 742 and, therefore, shall not alter the amount of or character of contributions that are required to be paid to PERS by the City and by PERS covered employees. In addition, the pick-up shall not alter the amount of the salary, wages, pay, earnings or other compensation of the covered employees for any other part of this Agreement, or for any other purpose, including without limitation, the determination of overtime wages, sick pay, and the pick-up shall be deducted to reduce employees' gross salaries. Picked-up employee contributions shall, to the extent permitted by the Code, be treated as excludable from the gross incomes of the covered employees. The City shall report to the Internal Revenue Service, the State of Ohio, and any other taxing authority as it is required to do by law, or regulation.

ARTICLE 31.  
COMPENSATORY TIME OFF

SECTION 1. Members of the bargaining unit, covered by this Agreement may maintain a bank of thirty-six hours of compensatory time off, for twenty-four actual hours worked in lieu of immediate overtime pay in cash, at a rate of one and one-half hours for each hour of overtime worked. When an employee accumulates the maximum thirty-six hours compensatory time, the employee may not accumulate additional compensatory time until said time is actually used. Upon expending compensatory time, an employee may rebuild his bank to a maximum of thirty-six hours

SECTION 2. Compensatory time off shall not be carried or credited beyond the calendar year in which it was earned. Such compensatory time off shall be used during the calendar year in which it was earned within a reasonable period of time after request for use by covered personnel, provided that such use would not unduly disrupt the operations of the Police Department as determined by the Chief of Police. Compensatory time off shall not be scheduled so that taking the compensatory time shall create overtime.

If any such compensatory time off is not used during the calendar year in which it was earned, covered personnel shall be paid for the same in cash, at the regular rate of compensation for each such employee at the time of payment, or before thirty-one days after the end of such calendar year.

SECTION 3. "Compensatory time," "compensatory time off" and "comp time" mean, for purposes of this section, hours when covered personnel are not working and which are paid for in cash at each of such employee's regular rate of pay, as calculated in this Section, unless used during the calendar year in which such hours were earned as permitted herein.

SECTION 4. The Chief of Police shall maintain a continuing written record of compensatory time off which has been permitted and earned and shall have such record available for inspection and information by and for the Director of Finance.

ARTICLE 32.

SUBMISSION, APPROVAL-RATIFICATION OR REJECTION

SECTION 1. Upon finalization and reduction of this Agreement into written form, it shall be submitted to the Avon Lake City Council and to the affected membership of the Union. Within thirty days after said submission, City Council shall either approve same and authorized execution by the Mayor on behalf of the City in writing, or reject same and notify the Association President in writing upon rejection. Within thirty days after said submission, the affected membership of the Union shall either ratify said Agreement and authorize execution thereof by the Union President on behalf of the Union in writing, or reject same and notify the Mayor in writing upon rejection.

ARTICLE 33.

APPLICATION

SECTION 1. The City agrees that the provisions of this Agreement shall be administered on a fair and non-discriminatory basis. Work rules and other regulations excluding Civil Service Rules and Regulations will not be inconsistent with the express written provisions of this Agreement. In the event of a violation of this ARTICLE, the matter shall be subject to the Grievance Procedure.

ARTICLE 34.

TOTAL AGREEMENT

SECTION 1. This Agreement represents the entire agreement between the City and the Union and unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by mutual agreement between the City and the Union.

ARTICLE 35.

CONFORMITY TO LAW

SECTION 1. This Agreement shall be subject to and subordinate to any present and future Federal and State laws, and any existing local laws, along with any applicable Civil Service Rules and Regulations, and the invalidity of any provision of this Agreement by reason of any such existing or future law or rule or regulation shall not effect the validity of the surviving provisions.

SECTION 2. If the enactment of legislation, or a determination by a Court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties), renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 36.  
CORRECTIVE ACTION

SECTION 1. A non-probationary employee shall not be reduced in pay, suspended or discharged except for just cause.

SECTION 2. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective and progressive manner: (a) oral warning; (b) formal written reprimand; (c) suspension from duty without pay; (d) demotion in rank; (e) discharge. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

SECTION 3. When an anonymous complaint is made against an employee, which after investigation is found to be unsubstantiated, the complaint shall be classified as unfounded, shall be marked and dated as such, and shall be signed by the Chief or his designee. Unfounded complaints shall not be placed in an employee's official personnel file.

SECTION 4. Formal disciplinary action under c, d, and e above shall be commenced within thirty (30) days of the pre-disciplinary hearing with the Safety Director.

SECTION 5. Pursuant to ORC #4117.10A, this Article shall take precedence and supersede ORC#124.34, Section 256.13 of the City of Avon Lake Codified Ordinances and Rule XIX of the Avon Lake Civil Service Commission.

SECTION 6. Written reprimands and warnings shall cease to have force and effect two (2) years from the date of discipline, provided no other disciplinary action of a like nature has occurred during that period. Suspensions shall cease to have force and effect five (5) years after the date of the discipline, provided no other disciplinary action of like nature has occurred during that period.

ARTICLE 37.  
FAMILY AND MEDICAL LEAVE

SECTION 1. The City will provide eligible full-time Employees who have completed one full year of service (at least 1,250 hours) consistent with the Family Medical Leave Act (FMLA) up to 12 work weeks of unpaid family and medical leave in any 12-month period. The leave, in any 12-month period, permits a spouse, son, daughter, parent, or next of kin to take up to twenty-six (26) workweeks of leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of the Department, the 12-month period shall be defined as January 1<sup>st</sup> through December 30<sup>th</sup>. The City will continue to pay the City's share of the employee's health benefits during the leave. In addition, the City will restore the employee to the same or similar position after the termination of the leave in accordance with City policy.

SECTION 2. FMLA will be granted for the following conditions:

- a. the birth and first year care of a child;
  - b. the adoption or foster placement of a child;
  - c. the serious illness of an employee's spouse, parent or child; and
  - d. the employee's own serious health condition that keeps the employee from performing the job.
- e. eligible employees are entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or

parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining "any qualifying exigency." In the interim, employers are encouraged to provide this type of leave to qualifying employees.

f. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This provision became effective immediately upon enactment. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

SECTION 3. Leave taken because of a birth or placement of a child for adoption or foster care must be taken in one continuous period of time. Leave taken when needed to care for a sick family member or for your own serious health condition may be taken intermittently or on a reduced schedule only when that type of leave is medically necessary. For intermittent or reduced leave, the City may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates the employee's leave. The alternative position will have equivalent pay and benefits, although the position may not have equivalent duties.

SECTION 4. An employee may elect, or the City may and in most cases will, require that unused accrued paid vacation, personal, or sick leave be substituted for unpaid leave as part of the twelve (12) work weeks of unpaid leave with the following exception: an employee shall be permitted to retain a bank of five (5) sick days and five (5) additional days of holiday time, vacation time, or a combination of both. All qualifying events will be recorded under the FMLA, therefore employees are required to designate the reason for sick time when utilizing it for more than three consecutive days. FMLA leave shall not be concurrently deducted for any period when a member is utilizing injury leave. Any time spent on FMLA shall be considered as time worked for purposes of determining seniority.

SECTION 5. If a husband and wife eligible for leave are employed by the City, their combined amount of leave for birth, adoption, foster care placement, and parental illness may be limited to 12 weeks. An employee may not take FMLA leave to care for a parent-in-law.

SECTION 6. The City will maintain the employee's health coverage under the City's group health insurance plan during the period of FMLA leave. The employee should make arrangements with the City to pay the employee's share of health insurance prior to the beginning of the FMLA leave. The Employer shall continue, at no expense to the employee, the life insurance in force at the time of the FMLA leave.

SECTION 7. When the FMLA leave is foreseeable, the employee must notify the City in writing of the request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as soon as practical. "As soon as practical" means at least verbal notice to the Employer within one or two business days of learning of the need to take FMLA leave. The written notice must contain the following:

- a. the reason(s) for the requested leave
- b. the anticipated duration of the leave
- c. the anticipated start of the leave

SECTION 8. When the employee requests medical leave or has planned medical

treatment, the employee must make reasonable attempts to schedule treatment so as not to disrupt the City's operations.

SECTION 9. The City may deny the leave if the employee does not meet the notice requirements.

SECTION 10. If an employee requests FMLA leave to care for a seriously ill family member or because of the employee's own serious health condition that interferes with the employee's ability to do the functions of the position, the request for leave must be supported by a detailed certification issued by a licensed health care provider of the ill individual. The medical certification is to be provided within fifteen (15) days of the employee's request for leave. Subsequent re-certifications of a serious health condition may be required by the Employer.

SECTION 11. When an employee's FMLA ends, the employee is entitled to return to the same position the employee held when the leave began, or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.

There are certain circumstances under which the employee may not be reinstated to employment. If the employee would otherwise not have been employed at the time of reinstatement (for example, if there has been a layoff which would have affected the employee if the employee had been working), the employee is not entitled to be returned to employment.

SECTION 12. The Employer is entitled to recover health care premiums paid during the leave if the employee fails to return from leave; however, recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition or due to circumstances beyond the control of the employee.

#### ARTICLE 38.

#### ALCOHOL AND DRUG FREE WORKPLACE

SECTION 1. Purpose: It is the purpose of this Article to create an alcohol and drug free workplace which will enhance the health, safety, security, and performance of members of the bargaining unit.

SECTION 2. Policy:

a. The illegal use, sale, manufacture, distribution, dispensation or possession of drugs on City property is absolutely prohibited. Reporting to work or working under the influence of alcohol or illegal drugs is also prohibited. Violation of this policy will result in disciplinary action up to and including termination.

b. For purposes of this Article, a person shall be deemed "under the influence of alcohol" if a Blood-Alcohol test is administered with a result of 0.04 (grams/210 L breath or higher) or an equivalent result from a blood test. Such Blood-Alcohol tests shall be ordered by the Chief or designee and shall be conducted at the Avon Lake Police Department by the most senior ranking BAC Datamaster operator available. Urine screens shall also be ordered by the Chief or designee and administered at the Avon Lake Police Department by the most senior ranking officer qualified to do so. If an employee is transported to a hospital for an injury in which alcohol or drug use is suspected, a blood or urine test may be administered by a qualified doctor, nurse, or laboratory technician.

c. Screening standards for drugs: the following are the threshold levels that shall be considered a positive result:

Drug	Initial Screening Level	Confirmation Level
Amphetamines	1000 ng/ml	300 ng/ml
Cocaine metabolite	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Opiates	2000 ng/ml*	2000 ng/ml

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

d. An employee who has been tested for drug or alcohol use pursuant to this Article, may at his or her expense, have a separate Blood-Alcohol test or urine drug screen, administered by a qualified doctor, nurse, or laboratory technician of the employee's choosing. This test may be admissible in any subsequent disciplinary hearings.

SECTION 3. Testing for Suspicion: Employees will be required to undergo a urine drug screening test and/or blood alcohol test when there is reasonable suspicion to conclude that they are under the influence of illegal drugs or alcohol during those times when an employee is on duty. Testing for reasonable suspicion will be conducted when an employee (a) reports to work or appears to be working under the influence of alcohol or illegal drugs, (b) when an employee admits to a supervisor being under the influence of alcohol or illegal drugs while on duty, and/or (c) following any workplace accident or other incident which suggests the employee is under the influence of alcohol or illegal drugs.

SECTION 4. Convictions: Any conviction for an alcohol or drug-related criminal offense will be considered grounds for discipline, up to and including termination and will be reported to the Employer in accordance with the Drug Free Workplace Act of 1988. Discipline shall be in accordance with the Collective Bargaining Agreement.

SECTION 5. Testing:

a. All drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody, Medical Review Officer, and control and split sample collection and testing. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the Medical Review Officer shall affirm that the test results were obtained using professionally recognized testing methods. The Employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order.

b. All specimens identified to the Medical Review Officer as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The result of this test shall be determinative.

c. In the event the confirmatory test confirms the result of the first, the Employer may proceed with disciplinary sanctions. If the above drug testing produces a positive result, the employee may be suspended. If the employee is suspended, the employee will also be required to participate in a rehabilitation program. An

employee who participates in a rehabilitation program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and vacation leave for the period of the rehabilitation program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the rehabilitation program.

d. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of controlled substances, the employee will be returned to his former position. Such employee may be subject to up to six (6) follow-up tests during the first twelve (12) months following his return to work which shall be at the expense of the Employer. Twenty-four months after the employee has completed treatment, the employee's personnel file shall be purged of any reference to a drug or alcohol incident.

SECTION 6. Employee Training and Education

The Employer shall educate employees and increase their awareness of the negative affects of alcohol and drug abuse on health and safety and inform employees about the use of the City's Employee Assistance Program.

SECTION 7. Searches

The Employer reserves the right to conduct reasonable searches within any City owned facility when there is reason to suspect violation of the policy, with prior notification and approval of the Mayor, Chief, and review by Legal Counsel.

SECTION 8. Right to Privacy

Information involving an Employee's use of alcohol or illegal drugs shall be maintained in a confidential medical record. An Employee's involvement in the Employee's Assistance Program shall be confidential except as to the following circumstances: (a) the Employee consents in writing, (b) the law requires disclosure, and (c) it is believed that life or safety are threatened by failure to disclose.

SECTION 9. Driving Motor Vehicles

An Employee operating a motor vehicle on duty while under the influence of alcohol or illegal drugs shall be cause for disciplinary action, up to and including termination.

SECTION 10. Disciplinary Action

Any and all disciplinary action resulting from this Article shall be administered in accordance with the disciplinary procedures set forth in the current collective bargaining agreement. An employee shall have the option to appeal any disciplinary action resulting from this Article through the appropriate grievance procedures as set forth in the current collective bargaining agreement.

SECTION 11. Notification

Employees will notify the Chief of any drug or alcohol conviction. Said notification shall be made within a period of five (5) calendar days after said conviction(s).

ARTICLE 39.

FIELD TRAINING OFFICER

SECTION 1. Non-sworn employees who serve as training officers shall be paid one dollar and fifty cents (\$1.50) additional to their base rate of pay during the period that the training officer is serving in such capacity.

ARTICLE 40.  
LIGHT DUTY

SECTION 1. Any employee unable to work because of a job-related disabling condition who has been absent from work and is unable to return to full duty, but who may be able to dispatch, if qualified, or perform other light duty chores with physician approval, may return to work on light duty at the employee's option and with the approval of the Chief of Police. The amount of time that an employee may be on light duty shall be ninety (90) calendar days. After the first ninety (90) calendar days, an employee may be granted an additional light duty assignment. The maximum amount of time that an employee may be on light duty in any one (1) calendar year shall be one hundred and eighty (180) calendar days. An employee on light duty shall continue to receive all compensation and fringe benefits including accumulation of seniority as if working the employee's normally assigned position.

SECTION 2. This article in no way affects the privileges of employees under provisions of the Family Medical Leave Act, Americans with Disabilities Act, or other Federal or State law.

SECTION 3. An employee may return to work to full duty status at any time with the approval of the employee's physician. While on light duty, an employee will not be eligible for fill-in or callback overtime, but shall be eligible for carry-over overtime, when the employee is physically qualified, for his/her hours worked.

ARTICLE 41.  
DURATION

SECTION 1. This Agreement shall become effective at 12:01 A.M., on the first day of July, 2011 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, June 30, 2014.

IN WITNESS WHEREOF, each party hereto sets its hand through its duly authorized representative to two duplicate copies hereof, each of which shall be deemed an original copy, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

City of Avon Lake

Narel Czuber  
Mayor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fraternal Order of Police,  
Ohio Labor Council Inc.

Scott ...  
President

Patricia A. Schroer  
Hugh Bennett

APPENDIX A  
RETIREMENT INCENTIVE OPTION

In lieu of a portion of the maximum severance pay allowed in Section 260.03, Police Department employees with either a total of twenty-two (22) years of Police and Fire Pension Fund accepted credit time, or who are eligible for pension benefits on the date of the proposed retirement, may request to convert their current awarded sick leave hours to paid wages which would be normally accumulated each year for three (3) years prior to retirement.

1. Sick leave shall be limited to a maximum annual accumulation of one hundred twenty (120) hours of sick leave per year for the three (3) year period or the maximum allowed under Section 260.03, whichever is less.
  - Any sick leave utilized during this program will be deducted from the employee's past bank of accumulated hours, if available.
  - The payment for these accumulated hours shall be made on the last pay of December except that the final payment shall be made at the time of retirement.
2. The hourly rate used to calculate the amount of the payment shall be seventy and one half (70.5%) of the employee's prevailing rate of pay at the time of the payment. All sick hours converted to payment shall be deducted from the maximum allowed in Section 260.03. At no point shall the payment received exceed the maximum number of sick days allowed to be paid out upon retirement per Section 260.03 in order to ensure no additional costs to the City.
3. By submitting the request to participate in this sick leave buyout plan, the employee acknowledges that his/her final sick leave balance, upon retirement for severance calculation Section 260.03, will be reduced by the amount paid over the three (3) year cycle [maximum of one hundred twenty (120) hours annually], and
4. If the employee fails to execute retirement at the end of the agreed three (3) year cycle, he/she:
  - relinquishes the right to participate in the program again at a later date.
  - will not be eligible for continued payments of accumulated sick leave, and
  - will only be eligible for future severance payments to the maximum allowed less any time previously paid under this plan.
5. At the beginning of the calendar year in which the above mentioned 22<sup>nd</sup> year of pension credit falls, the employee must submit a request in writing to the Department Head, with a copy to the Finance Director, asking for enrollment in this plan. A copy of the most recent pension service credit statement must be attached to the request.
6. Within 90 days, the Finance Director will notify the employee of their correct sick leave balance, and the number of hours to be paid at the last pay of December.
7. The employee then has 30 days with which to dispute any balances in question.

This arrangement is not a three year guarantee of employment, but merely a method for enhancing employee retirement benefits. The City reserves the right to terminate this plan at the end of any given calendar year.

APPENDIX B



City of Avon Lake  
SuperMed Plus  
Grandfathered July 1, 2011



Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 / 28 with Certification; Removal upon end of the Month	
Annual Maximum	\$2,500,000	
Benefit Period Deductible -- Single/Family <sup>1</sup>	\$100 / \$200	\$200 / \$400
Coinsurance	90% after deductible	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) -- Single/Family	\$300 / \$600	\$2,000 / \$4,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$20 copay, then 100%	\$20 copay, then 70%
Urgent Care Facility Services <sup>2</sup>	\$20 copay, then 100%	\$20 copay, then 70%
Immunizations	90% after deductible	50% after deductible <sup>3</sup>
Allergy Testing and Treatments	90% after deductible	70% after deductible
<b>Preventative Services</b>		
Office Visit/Routine Physical Exam <sup>2</sup>	\$20 copay, then 100%	\$20 copay, then 70%
Well Child Care <sup>2</sup>	\$20 copay, then 100%	50% after deductible <sup>3</sup>
Routine Mammogram (One, limited to an \$85 maximum per benefit period)	90% after deductible	
Routine Pap Test	90% after deductible	
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis	90% after deductible	
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	
Physical/Chiropractic/Occupational Therapies (20 visits combined per benefit period)	90% after deductible	70% after deductible <sup>3</sup>
Speech Therapy (10 visits per benefit period)	90% after deductible	70% after deductible <sup>3</sup>
Emergency use of an Emergency Room	90% after deductible	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible <sup>3</sup>
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible, \$250 deductible per person, with a \$750 Max per family
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible <sup>3</sup>
<b>Additional Services</b>		
Durable Medical Equipment	90% after deductible	70% after deductible <sup>3</sup>
Home Healthcare	90% after deductible	50% after deductible <sup>3</sup>
Hospice	90% after deductible	50% after deductible <sup>3</sup>

Organ Transplants (Limited to one transplant per organ per lifetime; 365 day waiting period)	90% after deductible	50% after deductible <sup>3</sup>
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental/Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Not applied to Coinsurance Out-of-Pocket Maximum.

All members of the bargaining unit shall be eligible to participate in either option A or option B of the health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage. The bargaining unit member shall select either option A or B of the health care coverage. The coverage selected shall remain in force until the next open enrollment period.

APPENDIX B



City of Avon Lake  
Traditional Dental  
Without Orthodontia

<b>Benefits</b>	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	26 / 28 with Certification; Removal upon end of the Month
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (per member) <sup>1</sup>	\$50
<b>Preventive Services</b>	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-Rays – two sets per benefit period	100% UCR
Prophylaxis (cleaning) – two per benefit period	100% UCR
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100% UCR
Space Maintainers- limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
<b>Restorative Services</b>	
Consultations and Other Exams by Specialist	80% UCR after deductible
Diagnostic X-Rays - including Full Mouth/Panorex, which are limited to one every 36 consecutive months	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
<b>Complex Services</b>	
Gold Foil Restoration	50% UCR after deductible
Inlays, Onlays – one every five years	50% UCR after deductible
Crowns – one every five years	50% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	50% UCR after deductible
Partial and Complete Dentures – one every five years	50% UCR after deductible

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum deductible per member. 3-month carryover applies.

APPENDIX B



City of Avon Lake  
Vision

Benefits	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	26 / 28 with Certification; Removal upon end of the Month
<b>Examinations</b>	<b>One per benefit period</b>
Vision Examinations	\$20 per exam
<b>Frames</b>	<b>One per two benefit periods</b>
Basic Frames	\$20 per frame
<b>Prescription Lenses</b>	<b>One per benefit period</b>
Single Vision Lenses	\$15 per pair
Bifocal Lenses	\$25 per pair
Trifocal Lenses	\$35 per pair
Lenticular Single Lenses	\$75 per pair
Lenticular Bifocal Lenses	\$75 per pair
Lenticular Trifocal Lenses	\$75 per pair
<b>Contacts In Lieu of Lenses</b>	<b>One per benefit period</b>
Medically Necessary	\$150 per pair
Cosmetic	\$75 per pair

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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APPENDIX B



City of Avon Lake  
Prescription Drug Program<sup>1</sup>

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 / 28 with Certification; Removal upon end of the Month	
<b>Formulary Retail Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$30	30
<b>Formulary Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$20	90
Formulary Copayment	\$40	90
Non-Formulary Copayment	\$60	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

<sup>1</sup>If the member or physician request a brand name drug and a generic equivalent drug is manufactured, the member pays the Generic Copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured, the member pays the Copayment only.

<sup>1</sup>Includes Rx Selections® Drug List. A list of drugs on the Rx Selections® formulary will be used.

APPENDIX C



City of Avon Lake  
SuperMed Plus



HCR (Non-Grandfathered) Effective January 1, 2012

Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age	26	
Older Age Child	28	
	Removal upon End of Month	
Overall Annual Benefit Period Maximum	\$2,500,000	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible -- Single/Family <sup>1</sup>	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	80%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) -- Single/Family	\$2,000 / \$4,000	\$4,000 / \$8,000
<b>Physician/Office Services</b>		
Office Visit (illness/injury) <sup>2</sup>	\$20 copay, then 100%	\$20 copay then 70%
Urgent Care Office Visit <sup>2</sup>	\$20 copay, then 100%	\$20 copay then 70%
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	80% after deductible	70% after deductible
Administration of H1N1	100%	
<b>Preventive Services</b>		
Preventive Services, in accordance with state and federal law <sup>3</sup>	100%	70% after deductible
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests ( To age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Physical/ Chiropractic/ Occupational Therapy - Facility and Professional (20 visits combined per benefit period)	80% after deductible	70% after deductible
Speech Therapy -- Facility and Professional (10 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>4</sup>	80% after deductible	
Non-Emergency use of an Emergency Room <sup>5</sup>	80% after deductible	70% after deductible

All members of the bargaining unit shall be eligible to participate in either option A or option B of the health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage. The bargaining unit member shall select either option A or B of the health care coverage. The coverage selected shall remain in force until the next open enrollment period.

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible \$250 deductible per person, to \$750 max per family
Maternity	90% after deductible	70% after deductible
Skilled Nursing	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>5</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

APPENDIX C



City of Avon Lake  
Traditional Dental  
Without Orthodontia

Benefits	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	26 / 28 with Certification; Removal upon end of the Month
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (per member) <sup>1</sup>	\$50
<b>Preventive Services</b>	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-Rays – two sets per benefit period	100% UCR
Prophylaxis (cleaning) – two per benefit period	100% UCR
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100% UCR
Space Maintainers- limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
<b>Restorative Services</b>	
Consultations and Other Exams by Specialist	80% UCR after deductible
Diagnostic X-Rays - including Full Mouth/Panorex, which are limited to one every 36 consecutive months	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
<b>Complex Services</b>	
Gold Foil Restoration	50% UCR after deductible
Inlays, Onlays – one every five years	50% UCR after deductible
Crowns – one every five years	50% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	50% UCR after deductible
Partial and Complete Dentures – one every five years	50% UCR after deductible

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum deductible per member. 3-month carryover applies.

APPENDIX C



City of Avon Lake  
Vision

Benefits	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	26 / 28 with Certification; Removal upon end of the Month
<b>Examinations</b>	<b>One per benefit period</b>
Vision Examinations	\$20 per exam
<b>Frames</b>	<b>One per two benefit periods</b>
Basic Frames	\$20 per frame
<b>Prescription Lenses</b>	<b>One per benefit period</b>
Single Vision Lenses	\$15 per pair
Bifocal Lenses	\$25 per pair
Trifocal Lenses	\$35 per pair
Lenticular Single Lenses	\$75 per pair
Lenticular Bifocal Lenses	\$75 per pair
Lenticular Trifocal Lenses	\$75 per pair
<b>Contacts In Lieu of Lenses</b>	<b>One per benefit period</b>
Medically Necessary	\$150 per pair
Cosmetic	\$75 per pair

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

APPENDIX C



City of Avon Lake  
Prescription Drug Program<sup>1</sup>

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 / 28 with Certification; Removal upon end of the Month	
<b>Formulary Retail Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$30	30
<b>Formulary Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$20	90
Formulary Copayment	\$40	90
Non-Formulary Copayment	\$60	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

<sup>1</sup>If the member or physician request a brand name drug and a generic equivalent drug is manufactured, the member pays the Generic Copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured, the member pays the Copayment only.

<sup>1</sup>Includes Rx Selections® Drug List. A list of drugs on the Rx Selections® formulary will be used.