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Final

AN AGREEMENT

between

THE CITY OF NORTH OLMSTED

and

THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL

CORRECTIONS OFFICERS

Effective: January 1, 2012
Expires: December 31, 2014

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AGREEMENT

This Agreement is made between the City of North Olmsted (hereinafter referred to as the "Employer "), and the Fraternal Order of Police/Ohio Labor Council (hereinafter referred to as the "FOP").

The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate, through representation, in the establishment of terms and conditions of their employment, and to establish a peaceful procedure for the resolution of differences between the parties.

ARTICLE 1 RECOGNITION

1.01 The Employer recognizes the FOP as the sole and exclusive bargaining representative for all full-time Corrections Officers of the Employer for the purpose of collective bargaining with respect to wages, hours, terms and other conditions of employment.

1.02 Management shall not attempt to erode the bargaining units or the rights of bargaining unit employees. Except in emergency circumstances, work normally performed by bargaining unit members shall first be offered to bargaining unit members.

ARTICLE 2 NON-DISCRIMINATION

2.01 Both the Employer and the FOP recognize their respective responsibilities under the Federal and State Civil Rights Laws, Fair Employment Practices Acts, and other similar constitutional and statutory requirements. Therefore, both the Employer and the FOP hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, religion, national origin, disability, sex or age.

2.02 The Employer agrees not to interfere with the rights of employees to become members of the FOP, and there shall be no discrimination, interference, restraint or coercion by the Employer or FOP representative(s) against any employee(s) because of FOP membership or lack of FOP membership.

ARTICLE 3 FOP REPRESENTATION

3.01 Non-employee representation of the FOP shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and any on duty employee, provided that arrangement of the contact is not unduly disruptive of the employees' job responsibilities.

3.02 The FOP shall have use of suitable bulletin boards for the posting of FOP notices or other materials. The boards shall be identified with the name of the FOP, and the FOP may designate persons responsible therefore.

3.03 The Employer shall during wage/contract negotiations, endeavor to schedule time for members of the negotiation team to participate in the negotiations without having to have worked the 11:00 p.m. to 7:00 a.m. shift immediately prior to any negotiation session.

ARTICLE 4 AGENCY SHOP/DUES DEDUCTION

4.01 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 accord with the provisions of Ohio Revised Code Section 4117.09(C).

4.02 Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members 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

4.03 The Employer agrees to deduct FOP/ dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. The FOP shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

ARTICLE 5 WORK WEEK/SCHEDULED HOURS

5.01 For the purpose of this agreement, a workday is defined as continuous eight (8) hour period in any twenty-four (24) hour period, except during those periods which a double back occurs. A double back is defined as the work period in which-an employee completes a shift and starts another shift or assignment within the same twenty-four (24) hour period. Double backs required by the Employer will be paid at time and a half (1 ½). A workweek is defined a forty (40) hours.

5.02 Compensation for regularly scheduled eight (8) hour days shall be at the straight-time rate of pay.

ARTICLE 6 OVERTIME/EXTRA DUTY/CALL OUT

6.01 Employees shall be paid one and one-half (1½) times their regular rate of pay for all hours required to be worked in excess of the work day or week as defined in Section 5.01.

6.02 Any employee who qualifies for overtime by virtue of the provisions of Section 1 hereof shall be paid a minimum of two (2) hours when required to report for extra duty over and above his regular work day and work week. Such an employee shall also be paid a minimum of two (2) hours for appearance at the Rocky River Municipal Court. A minimum of four (4) hours for appearance at the Grand Jury, Common Pleas Court or Juvenile Court when the same are required, and are also at a time other than the employee's regular work tour. The compensation for the aforesaid hours will be at time and one-half (1½).

6.03 On January 15, April 15, July 15 and October 15 of each year, each employee shall be paid for all overtime hours accumulated in excess of one hundred twenty (120) hours for the three (3) calendar month period immediately prior to the above dates of January 15, April 15, July 15, and October 15. Any payment as set forth above shall be paid at the rate of pay applicable to each employee according to his classification, and payments shall include longevity earned.

6.04 Any employee being changed in rank shall be paid immediately for all overtime he has accumulated to be paid at a rate when overtime was earned, and he shall commence the tenure of his new rank with no overtime hours. Such pay shall be based on the employee's classification prior to his promotion.

6.05 Each employee shall receive time and a half (1½) pay for all hours worked, if required to work on the below designated holidays, or receive time off in lieu thereof at the discretion of the Chief of Police.

(a) For the purpose of this section, the holidays shall be: New Year's Day, Good Friday, Easter, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, Christmas Day, Veteran's Day and President's Day.

6.06 An employee who is ordered or called out to report in person for duty within one and one-half (1 ½) hours of completion of a normally scheduled shift shall have the time between the end of the shift and the start of such duty counted as time worked toward the minimum established overtime pay.

6.07 Any member of the bargaining unit who is ordered to duty but subsequently released prior to reporting shall receive pay for one (1) hour.

6.08 The Employer realizes that employees are permitted to schedule time off for vacations and paid holidays. The Employer will do everything possible to see that the employee will get time off that is picked in accordance with department policy as established by the Chief of Police. The Employer will not cancel, except in an emergency, any time picked during the original vacation and paid holiday picks.

The Employer also realizes that employees may take other vacation time and paid holidays that are not addressed above. In addition, time off is permitted in the form of overtime off and unused sick leave time off. The Employer will do everything possible to see that the employee will get this time off except in an emergency situation or at the request of the employee.

ARTICLE 7 WAGES

7.01 Effective the first full payroll periods in January, 2012, 2013 and 2014, all employees shall be paid in accordance with the following schedule:

	2012	2013	2014
Corrections Officer-First Year	15.56	15.87	16.19
Corrections Officer-Second Year	16.79	17.13	17.47
Corrections Officer-Third Year	18.03	18.39	18.76
Corrections Officer-Fourth Year	19.27	19.66	20.05
Corrections Officer-Fifth Year	21.21	21.63	22.06

7.02 Shift differential: All employees shall receive a shift differential in the amount of seventy-five ($.75) cents per hour. Shift differential shall be paid to employees assigned to the second (1600 to 2400) shift, third (2400 to 0800) shift, and swing (2000 to 0400) shift respectively.

7.03 All forms of compensation shall be paid by electronic deposit commencing at the Employer's convenience, but not later than thirty (30) days after the execution of this Agreement. In the event an employee is deemed un-bankable, the Employer will meet with the employee to attempt to remedy the problem.

ARTICLE 8 LONGEVITY PAY

8.01 All employees shall receive additional compensation, pursuant to the following schedule through December 31, 2012.

$ 250.00 After employee completes five (5) years
$ 500.00 After employee completes ten (10) years
$ 750.00 After employee completes fifteen (15) years
$1000.00 After employee completes twenty (20) years

Effective January 1, 2013, such schedule shall be increased as provided herein.

$ 500.00 After employee completes five (5) years
$ 1,000.00 After employee completes ten (10) years
$ 1,500.00 After employee completes fifteen (15) years
$2,000.00 After employee completes twenty (20) years
$2,500.00 After employee completes twenty-five (25) years

For the purpose of computing the length of full-time service, for the purpose of calculating additional compensation; no service credit shall be given for part-time or full-time service outside of this bargaining unit.

ARTICLE 9 HOLIDAYS

9.01 All employees shall be entitled to certain holidays during the year and shall not be required to work on these holidays, unless scheduled to work by the Chief of Police. In the event the bargaining unit member either works or was not scheduled to work for reasons other than holiday leave on one of the following holidays, then the bargaining unit member shall receive another day off from work for reasons other than holiday leave. The scheduled holidays are as follows:

NEW YEAR'S DAY	THANKSGIVING DAY
PRESIDENT'S DAY	CHRISTMAS DAY
EASTER SUNDAY	VETERAN'S DAY
MEMORIAL DAY	EMPLOYEE'S BIRTHDAY
JULY FOURTH	EMPLOYEE'S PERSONAL DAY
LABOR DAY	GOOD FRIDAY

ARTICLE 10 VACATIONS

10.01 All full-time employees shall be entitled to a vacation with pay, in accordance with the following schedule:

Length of Service	Weeks To Be Taken	
After one (1) year	Two (2)	Second (2nd)
After two (2) years	Two (2)	Third (3rd)
After three (3) years	Two (2)	Fourth (4th)
After four (4) years	Two (2)	Fifth (5th)
After five (5) years	Three (3)	Sixth (6th)
After six (6) years	Three (3)	Seventh (7th)
After seven (7) years	Three (3)	Eighth (8th)
After eight (8) years	Three (3)	Ninth (9th)
After nine (9) years	Three (3)	Tenth (10th)
After ten (10) years	Four (4)	Eleventh (11th)
After eleven (11) years	Four (4)	Twelfth (12th)
After twelve (12) years	Four (4)	Thirteenth (13th)
After thirteen (13) years	Four (4)	Fourteenth (14th)
After fourteen (14) years	Four (4)	Fifteenth (15th)
After fifteen (15) years	Five (5)	Sixteenth (16th)
After sixteen (16) years	Five (5)	Seventeenth (17th)
After seventeen (17) years	Five (5)	Eighteenth (18th)
After eighteen (18) years	Five (5)	Nineteenth (19th)
After nineteen (19) years	Five (5)	Twentieth (20th)
After twenty (20) years	Six (6)	Twenty-first (21st)
After twenty-one (21) years	Six (6)	Twenty-second (22nd)
After twenty-two (22) years	Six (6)	Twenty-third (23rd)
After twenty-three (23) years	Six (6)	Twenty-forth (24th)

10.02 Employees shall be permitted to request that vacation leave credit, earned in the prior year, be accumulated. In no event shall the employee be permitted to accumulate vacation leave credit in excess of the vacation leave credit earned in the prior year. Employees shall be required to take, or be paid up to one (1) week for such accumulated vacation leave credit within one (1) year from the date the employee requested accumulation of such vacation leave credit. An employee shall forfeit his right to take or be paid for any vacation leave to his credit which is in excess of the accumulated vacation credit for one (1) prior year. All such excess vacation leave credit shall be eliminated from the employee's vacation leave balance.

10.03 Employees' Planning to Retire: Prior to November 1 of the year of planned retirement, a tentative established date must be determined to calculate the amount of carry over permitted to equal that which the employee in entitled to based upon years of service. The employee shall notify the Chief of Police a minimum of twelve (12) months prior to the planned retirement date. That portion carried over will be the amount when added to vacation earned in year of retirement equals vacation total for two (2) years. If employee extends pre-established retirement date that portion of vacation carried over which exceeds amount entitled to will be forfeited, unless there is just and reasonable cause established by the individual planning retirement and agreed to by the Chief of Police.

10.04 All vacation time shall be paid at the regular wage rate, except when employee requests vacation credit accumulation. For the purpose of calculating vacation pay, when vacation accumulation is requested by an employee, the wage rate at the time the vacation was requested to be accumulated shall be used to calculate vacation pay. If due to scheduling, vacations cannot be taken subsequent to the year such vacation was earned and are accumulated and taken in the next subsequent year, the rate of vacation pay shall be at the rate of pay during the year such vacation is taken, provided the same is approved by the Department Head.

10.05 Vacations must be scheduled with and authorized by the Chief of Police or his designee. Schedules are to be coordinated so as not to disrupt necessary services or functions of the department.

10.06 If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation and has completed one (1) year of employment with the Employer, he shall receive the prorated portion of any accrued but unused vacation at the time of separation. In case of death of an employee, the unused vacation leave shall be paid to the estate.

10.07 (A) An employee may have the option of using a personal day as a day of extended vacation, with prior approval of the Chief of Police or his designee.

(B) The Employer may have the option of requiring the employee to take one week of his vacation in increments of not less than five (5) consecutive days. The remaining vacation time can be taken as needed by the employee, for example, one (1) or two (2) days at a time. An employee will give the supervisor at least forty-eight (48) hours advance notice in writing. In an emergency situation, verbal communication with the supervisor is appropriate and may justify waiving advance notification.

ARTICLE 11 PROBATIONARY PERIOD

11.01 The probationary period for all new employees shall continue for twelve (12) months, beginning on the date of hire. During this probationary period, the employee shall have no rights to appeal any form of disciplinary action, including termination through the Grievance Procedure or to any Civil Service Commission.

ARTICLE 12 HEALTH INSURANCE

12.01 The Employer shall provide, pursuant to Appendix A, either individual or family medical insurance coverage to employee's legally married pursuant to Ohio Law, at the employee's option for each full-time employee. The Employer shall have the option of seeking alternate health insurance providers or plans, providing the coverage is equal to or better than the provision of (Appendix A).

12.02 Employees shall pay ten (10%) percent and the Employer shall pay ninety (90%) percent of the insurance plan costs.

All employee contributions, as required by this Article, shall be withheld via payroll deduction not later than the first pay period each month for all the employee percentage contributions stated above.

12.03 Employees shall participate in the AFSCME Dental Benefit Plan and Union Eye Care Vision Plan.

12.04 Expected cost or premium is defined as the cost of all medical, hospital, prescription drug, and related fees including, but not limited to administrative fees.

12.05 The Employer reserves the right to establish all plans, enrollment periods and regulations.

ARTICLE 13 CLOTHING ALLOWANCE

13.01 All full-time bargaining unit members shall receive an annual clothing allowance of seven hundred twenty-five dollars ($725.00), payable with the first regular pay check in January for the duration of this Agreement. (Clothing allowance shall be pro-rated per month in the employee's final year of employment.)

13.02 In the event of damage to the uniform items, including watches and prescription eyeglasses, which damage occurs in the active discharge of an employee's duties enforcing the law, the Employer shall pay the difference between the amount of reimbursement from insurance or court ordered recovery, and the cost of repair or replacement at current fair market value. However, the Employer's monetary reimbursement obligation for repair or replacement of the following articles shall not exceed the maximum amounts set forth below:

Item	Maximum Employer Cost
Watch	$ 30.00
Prescription Eyeglasses	$100.00
Uniform Jacket	$200.00

Line of duty damage shall be reported immediately to the Chief of Police. On approval of the Chief of Police, the above-noted payment shall be forwarded to the employee, absent or after any other form of reimbursement and upon receipt of replacement of said items.

ARTICLE 14 SICK LEAVE

14.01 Sick leave shall be accumulated at the rate of four and six-tenths (4.6) hours for every eighty (80) hours paid, excluding overtime and may accumulate such sick leave to an unlimited amount.

14.02 In the event that an employee should be injured while in the line of duty due to a sudden and accidental occurrence, and such injury has so incapacitated said employee is temporarily unable to work, then the Director of Public Safety, after determining that said injury is work-related and is of a temporary nature, may authorize ninety (90) days sick leave. If after such ninety (90) day sick leave period, said employee is still temporarily incapacitated, then the Director of Public Safety shall recommend to Council whether or not to continue said salary. Council shall forthwith review the matter and by majority vote, determine whether the employee shall continue to receive his full salary during recuperation. While off on line of duty sick leave, if in the opinion of the employee's doctor and a doctor chosen by the Employer indicates the employee is capable of returning to work in a restricted duty position, the employee will be offered a restricted duty position. If the employee refuses the position, the use of authorized line of duty sick leave would terminate, and the employee would have to use their accumulated sick leave.

For the purpose of this paragraph, a sudden and accidental injury shall include such incidents as an automobile accident, assault, gunshot wound and the like. It may not be considered as sudden and accidental if an injury or incapacitation results from lifting, slipping, tripping or falling.

14.03 At any time the Employer determines, on the basis of medical evidence, that employee is permanently disabled and will no longer be able to carry on his duties, then the Employer may terminate payments and insist that employee go on a pension program.

14.04 Any employee who qualifies for the benefits under this Section, shall not have his accumulated sick time reduced because of a qualified accidental injury which occurred while in the line of duty.

14.05 If an employee is absent on sick leave for more than three (3) consecutive work days, the Employer shall require the employee to present a physician's report attesting to the employee's incapacity and that the employee was under the doctor's care and is able to return to work. The

Employer will review the attendance records of employees periodically and at least once in each three (3) month period. If it believes that an employee is developing an attendance problem, it will notify the employee in writing a physician's report attesting to the employee's incapacity will be required for absences of three (3) days or less. When an employee's record becomes satisfactory, the requirement for such medical evidence for short term absences will be removed, and the employee will be notified in writing.

14.06 Any abuse of sick leave or the unjustified patterned use of sick leave shall be just and sufficient cause for discipline, including discharge, as may be determined by the Employer, subject to the grievance and arbitration procedure.

14.07 All employees shall receive three (3) eight (8) hours days off, or the employee may elect to receive twenty-four hours (24) pay for each six (6) consecutive months of unused sick leave. Unused sick leave days earned may be carried over to a new year, with a maximum accumulation of six (6) days (48 hours). Effective January 1, 2014, such six (6) days shall be reduced to five (5) days and forty (40) hours.

14.08 Accumulated unused sick leave time may be surrendered at the time of retirement, disability retirement, or death of the employee. In order to receive such payment the employee must be eligible to receive a pension from the Pension Fund. The payment of all those who qualify under this section shall be based upon the rate of pay of the employee at the time of his retirement, disability or death, and payment shall amount to five-eights (5/8) of the unused accumulated sick time. The maximum amount paid for accumulated unused sick leave time and accrued compensation time shall not exceed one thousand five hundred (1500) hours in total.

14.09 Employees may use up to fifteen (15) work days per year of earned and accumulated sick leave if necessitated by illness in the employee's immediate family. However, if an employee uses more than seven (7) sick work days per calendar year for this purpose, the Employer may require that the employee provide a certificate from the "immediate family" member's doctor(s), explaining the need and purpose of the employee's absence. For purposes of this subsection, "immediate family" shall be interpreted to be spouse, children, parents of the employee, regardless of the place of residence; and other relatives living within the household of the employee.

14.10 If an employee is absent on Sick Leave or other related reasons for more than three (3) consecutive workdays and said absence qualifies under the FMLA, the Employer may apply those days against the twelve (12) week leave period.

ARTICLE 15 BEREAVEMENT LEAVE

15.01 All employees shall be granted Bereavement Leave according to the following schedule:

15.02 Upon the death of an immediate family member, five (5) days; and,

15.03 Upon the death of a family member three (3) days.

15.04 For the purposes of this article, immediate family member shall mean: Husband, wife, child, parent, brother or sister of employee and parents of spouse of the employee.
Family member shall mean: Brother or sister of spouse, grandparents, grandparents of spouse, grandchild as well as any relative living in the employee's home.

15.05 Bereavement leave shall be exclusive of sick time or any other accumulated time.

ARTICLE 16 GRIEVANCE PROCEDURE

16.01 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement.

16.02 A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group grievance. The names of each member, on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group. The grievance procedure outlined in Section 16.05 shall be used throughout.

16.03 All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that affect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

16.04 Written grievances must be filed on the form provided by the FOP and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred;
2. Description of incident giving rise to the grievance;
3. Articles and sections of the agreement involved;
4. Relief requested;
5. Signature of the employee.

16.05 The following steps shall be followed in the processing of a grievance.

Step 1. Within five (5) working days of the incident or knowledge of the incident (but in no case later than fifteen (15) calendar days from the actual facts which give rise to the grievance, the aggrieved employee shall submit his written grievance to the Shift Lieutenant, or

his designee, who shall indicate the date and time of receipt of the grievance, and affix his signature to the grievance form. That Shift Lieutenant shall respond in writing to the grievant within five (5) working days of receipt of the grievance.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Chief of Police, or his designee, within five (5) working days from receipt of the Step 1 answer. It shall be the responsibility of the Chief of Police, or his designee, to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within the ten (10) working days of receipt of the grievance. The grievant may, at his option, be represented by a representative of the FOP at any hearing or hearings held at this level.

Step 3. A grievance unresolved at Step 1 may be submitted by the grievant to the Safety Director, or his designee, within five (5) working days of receipt of the Step 2 answer. The Safety Director, or his designee, may meet with the grievant and a representative of the FOP if the employee desires, within seven (7) calendar days of submission of the grievance to Step 3, to discuss the grievance. The Safety Director, or his designee, shall provide a written response to the grievant within five (5) calendar days of such meeting. Grievances unresolved at Step 3 may be submitted to arbitration upon request of the FOP in accordance with the provisions of Section 16.06 of the Article.

16.06 The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the FOP shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

The Employer's representative shall notify the FOP of any questions of arbitrability, and of its intent to raise the question at the arbitration hearing.

After receipt of a request to arbitrate, a representative of each party (FOP and Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected from the panel of arbitrators herein contained by the parties who shall alternately strike the names of the arbitrators until only one name remains. The arbitrators selected to hear arbitrations pursuant to this procedure are: 1) James Mancini; 2) Jonathan Klein; and, 3) Robert Stein. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this agreement, and shall be without power or authority to make any decisions:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable laws:

2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or

to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before 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 grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.
The decision of the arbitrator shad be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one. Such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing.

ARTICLE 17 DISCIPLINE

17.01 The tenure of every non probationary employee subject to the terms of this agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take a disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office, or applicable rules and regulations. Forms of disciplinary action are:

1. Written warning
2. Written reprimand
3. Suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.)
4. Reduction in pay or rank
5. Discharge.

17.01 (A) Records of disciplinary action shall have no force and effect nor shall they be considered for any subsequent disciplinary charges in accordance with the following schedule providing there are no subsequent disciplinary actions during the time periods, except for attendance related matters which shall not toll the time limits for matters of discipline not related to attendance related matters:

1. Written/verbal warning – 12 months
2. Written reprimands – 18 months
3. Suspension of five days or less – 36 months
4. Suspensions of six days or more – 48 months

17.02 Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a disciplinary hearing will be scheduled with the Chief of Police, within thirty (30) calendar days from the presentation to the Chief of Police, of the written investigative report, findings and recommendations of the investigation. The purpose of the hearing is to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing the employee shall be given written specifications of the charges. At the hearing the employee shall be represented by his/her FOP/OLC union representative, unless the employee chooses otherwise in writing to the union. No employee union representative may represent an employee at a disciplinary hearing without written approval of the staff representative assigned to the bargaining unit. Notification shall be made by the Employer, Chief of Police, or his designee within a reasonable amount of time.

The employee may choose to:

1. Appear at the hearing to present oral or written statements in his defense

2. Appear at the hearing and have an employee or non employee representative of the FOP present oral or written statements in his defense.

3. Elect in writing to waive the opportunity to have a disciplinary hearing. Failure to elect and pursue one of these three options will be deemed a waiver of the employee's right to a disciplinary hearing.

17.03 At the disciplinary hearing, the Chief of Police or his designee will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges. The employee shall provide the name of his representative, if any, to the Employer as far in advance as possible, but no later than eight (8) hours prior to the hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

17.04 The employee and his Union Representative as well as the Employer, will be permitted to confront and cross examine witnesses. A written report will be prepared by the Chief of Police, or his designee, concluding whether or not the alleged misconduct occurred. A copy of the Chiefs report will be provided to the employee within five (5) calendar days following its preparation.

17.05 Disciplinary action may be appealed through only the Grievance Procedure. Disciplinary action involving suspension, reduction, or termination may be grieved immediately at Step 3 of the grievance procedure, but must be grieved within five (5) days of receipt of the discipline

received from the Employer. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the FOP shall notify the Employer, in writing, of its intent to seek arbitration.

17.06 Any employee under indictment or arrested for a felony shall be placed on leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation, holiday, or personal time during the leave. An employee found guilty by the trial court may be discharged. Unless the Employer seeks disciplinary action based on the employee's violation of departmental rules and regulations or other applicable regulation or law specifically related to the employee's arrest, an employee found innocent of the charges shall be paid for all lost time and shall have any vacation, holiday, or personal time restored to his credit. In addition, all expected cost or premium cost of hospitalization benefits paid by such employee shall be reimbursed less amount of employee co-payment required per Article 12. The Employer shall, during the period for which the employee is utilizing vacation, holidays or personal time, continue to pay the employee's insurance premiums during the leave of absence.

17.07 Upon exhausting vacation, Holidays and Personal time, said employee will be required to pay the Director of Finance (100%) of all expected cost or premium cost for the purpose of continuing hospitalization benefits during the balance of the leave of absence.

ARTICLE 18 PER DIEM FOR SCHOOLING

18.01 Employees shall be reimbursed, not to exceed twenty-seven dollars ($27.00) per day as per diem expenses for meals while in attendance at Police Training Schools outside of Cuyahoga County requiring an "overnight" away from Cuyahoga County. For schools outside of the City of North Olmsted not requiring an "overnight" away from the Employer, the reimbursement shall not exceed seven dollars ($7.00) per day. All meal expenses shall require receipts to obtain reimbursement. Reimbursement will not be made for alcoholic beverages or tips. For Police Training Schools where meals are provided, no per diem will be provided.

When an employee is assigned to an educational assignment requiring an "overnight" away from Cuyahoga County any travel time on one of the concerned days beyond his/her eight hour shift caused by travel will be paid to a maximum of two hours at one and one-half (1½) times his/her regular rate of pay.

In no event shall the provisions of this paragraph apply to or inure to the benefit of an employee who is enrolled in a course of study leading to Basic Police Training Certification.

ARTICLE 19 MISCELLANEOUS INSURANCE

19.01 All employees shall receive a twenty-five thousand ($25,000.00) in-group term life insurance policy in their name while employed by the Employer paid for by the Employer.

ARTICLE 20 MANAGEMENT RIGHTS

20.01 Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working force, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote and demote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division, within the Police Department; to transfer (including the assignment and allocation of work operations-divisions) within or to other location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force the number of shifts required, and all work schedules; to establish, modify, consolidate or abolish jobs, and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE 21 BILL OF RIGHTS

21.01 A complaint against an employee must be substantiated or it cannot be used for disciplinary action. An employee under investigation will not be compelled to make an oral or written statement until that employee is informed of the nature of the investigation and, to the extent known at the time, whether the investigation is focused on the employee for possible criminal charge(s) or disciplinary action. The employee will be apprised of possible disciplinary action to be taken by the Employer if the complaint is sustained. Likewise, if the employee is under arrest or is a suspect in a criminal investigation, the answers which the employee is asked to make to interrogators, and information derived from such answers, will be used in a criminal trial, the employee shall be completely informed of his Garrity Rights and/or his Miranda Rights prior to the commencement of any interrogation.

21.02 Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be basis for a charge against him. No member shall be charged with insubordination where such refusal is premised upon the exercise of Constitutional rights afforded him in the case of a criminal investigation.

21.03 An employee shall be informed of the names and addresses of all complainants if the Employer initiates any part of the disciplinary process against the employee. Should the complainant be another employee, upon request, the employee may be informed of the name of the employee filing the complaint. The investigation officer of the complaint may be the complainant. No employee of the NOPD shall assume the role and/or name of the original complainant unless he/she is researching (an internal) or criminal investigation. The employee under investigation and the investigator shall not be subjected to abusive or threatening language. No promise of reward shall be made.

21.04 If the employee requests, he shall be given a brief period of time prior to questioning to locate and review any written documents he possesses regarding the event(s) being investigated

in order to fully prepare himself to accurately and completely respond to the questioning. An investigating employee may accompany the member during his brief search and review of documents. The employee shall have a reasonable time period in which to obtain legal counsel or a representative of the bargaining unit.

21.05 In the event an employee receives disciplinary action where an entry will be made in the employee's file, the employee will be given a copy of the disciplinary action or reprimand. Written reprimands will contain space for an employee's acknowledgement of receipt of said copy. In the case of a criminal investigation, the City Law Director or the appropriate prosecutor's office shall make any legal determination regarding furnishing a copy of the employee's statement to the employee or his representative.

21.06 Any interrogation, questioning or interviewing of an employee will be conducted at hours reasonable related to his shift, preferable during his working hours. Interrogation sessions shall be for reasonable periods of time with time allotted for attending to physical necessities.

21.07 At the request of either party, interviews, or portions thereof with an employee, conducted during the course of an inquiry may be tape recorded (audio). In the case of an internal investigation, such interrogation shall be recorded by the police department at the request of either party. A copy of the tape will be made available to the Union.

21.08 If any employee believes any portion of these rights have been violated, the violation shall be noted and may be presented to the person or the court that will be making judgment on the case that is presented.

ARTICLE 22 LAYOFF/RECALL

22.01 When a layoff is necessary due to lack of funds, lack of work or abolishment of positions, the Employer shall notify the affected employees in writing at least thirty (30) days in advance of the effective date of layoff.

22.02 The employee with the least departmental seniority will be the first laid off.

22.03 Employee shall remain on a lay off list for four (4) years. The Employer shall recall from that list in the reverse order in which the members were laid off before hiring anyone else.

22.04 Notice of recall shall be sent to the employee(s) by registered mail, with a copy to the FOP, and shall contain a date to return to work which shall not be less than ten (10) days from the date of mailing. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail. The notification of the intent to return to work must be communicated to the Chief of Police within seven (7) days of receipt of notice as aforesaid, and the employee must report back to work by the date set forth in the notice or forfeit his or her right to return.

ARTICLE 23 APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

23.01 The FOP recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees, including drug testing.

23.02 The Employer agrees that, to the extent any work rules have been or will become reduced to writing; every employee shall have access to them. Copies of newly established written work rules or amendments to existing work rules will be made available to all employees.

23.03 It is the Employer's intention to uniformly apply work rules, policies, and directives among all Employees.

23.04 All new employees during their probationary period shall be supplied with a personal copy of all work rules, policies, procedures and directives. Which documents shall be returned upon Employee's completion of his probationary period.

ARTICLE 24 LABOR MANAGEMENT COMMITTEE

24.01 In the interest of sound Labor/Management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day ant time, the Mayor, and appropriate designee(s) shall meet with not more than one employee representative and one non-employee representative of the Union to discuss pending problems or issues of concern and to promote a more harmonious Labor/Management relationship.

24.02 An agenda will be furnished upon request of either party at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those FOP representatives who will be attending.

24.03 It is further agreed that if special Labor/Management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 25 MISCELLANEOUS

25.01 Body Armor: The Employer agrees to provide to all employees with body armor. The Employer agrees to replace body armor at such time as the vests are no longer serviceable as provided in the manufacturer's specifications. In the event the body armor is rendered unserviceable due to misuse or neglect by the member, replacement shall be the responsibility of the member. The Employer will pay up to six hundred dollars ($600.00) of the cost for such vest.

ARTICLE 26 COMMUNICABLE DISEASES

26.01 The parties hereto agree that the duties of the employee are such that said employees are exposed to disease as a result of their assigned duties. It is the intention of the parties to provide to said employees, salary continuation benefits when an employee contracts an illness as herein after specified.

26.02 In the event that a full-time employee of the bargaining unit should become ill due to contact with AIDS, HIV, Hepatitis, Tuberculosis MRSA or Meningitis and such illness has so incapacitated the employee that he temporarily is unable to work, the Police Chief shall investigate and determine whether the illness is work related. The Police Chief shall then forward his finding to the Safety Director who shall determine the nature and extent of the illness and how contracted, including circumstances thereof. If after consideration of the totality of the facts the Safety Director determines that said disease was contracted during employment and may require medical leave, the Safety Director shall authorize the full payment of the employees' regular salary for a period of ninety (90) days.

26.03 If after ninety (90) days an illness still incapacitates the employee, the Safety Director shall recommend to Council whether to continue their salary for a successive ninety (90) day period or parts thereof. Council shall forthwith review the matter and by a majority vote determine whether the employee shall continue to receive full salary during recuperation.

26.04 If at any time the Employer determines on the basis of medical evidence that the employee is permanently disabled and will no longer be able to carry on his duties, then the Employer may terminate payments and insist that the Employee go on a pension program.

26.05 Any employee that qualifies for the benefits under this Section shall not have his accumulated sick time reduced because of a qualified illness which occurred while in the line of duty.

26.06 In the event that an employee has been injured or exposed to a toxic substance or to an infectious disease in the course or scope of his employment and is sent to the hospital for testing, treatment and/or preventative measures, and Workers' Compensation subsequently determines that there is no injury sustained, all bills pertaining to the Employee's testing, treatment and/or preventative measures shall be the responsibility of the City of North Olmsted.

ARTICLE 27 PUBLIC RECORDS REQUEST

27.01 If the Employer receives a public records request for the inspection of any discloseable information about an employee contained within files kept by the Employer, the employee involved shall be notified as soon as practical.

27.02 The Employer shall provide the employee with an accurate summary or copies of the information about the employee that will be released.

27.03 The employee shall have the right to file an objection to the release of any of the information covered by the public records request and be present at the time of inspection or release.

ARTICLE 28 PERSONNEL FILES

28.01 Every employee shall be allowed to review the contents of his personnel file at all reasonable times upon written request or verbal request except that any bargaining unit member involved in a grievance or disciplinary matter shall access at any reasonable time in order to adequately prepare for such process. The employee may add memoranda clarifying and explaining alleged inaccuracies of any documents in said file. The official personnel file shall be maintained in the Human Resources Department.

ARTICLE 29 MILITARY LEAVE BENEFITS

29.01 Employees shall receive military leave rights and benefits pursuant to the Ohio Revised Code.

ARTICLE 30 IN-SERVICE TRAINING PAY

30.01 Each member of the bargaining unit shall receive in-service training pay annually in the amount of four hundred dollars ($400.00), provided that (a) the member maintained his or her in-service training requirements in the prior year, and (b) the Employer, during all or any portion of the prior year, employed no more than two full-time corrections officers in the police department.

ARTICLE 31 DRUG TESTING WITH BWC

31.01 For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the examinations/drug screen testing provided for in this Article and the City's Drug Testing Procedures per the City of North Olmsted Drug Free Workplace Policy.

31.02 The drug testing policy shall be the drug free workplace plans established by the Bureau of Workers' Compensation (BWC). It is further agreed to by the FOP and the Employer that only BWC Level 3 Drug Free Workplace Policy will be implemented by the parties, with random drug testing.

31.03 If an employee is required to submit a written report, they shall be advised of the reason for such report.

31.04 In the event that disciplinary action is taken against a member, the member shall have the right to request the presence of a FOP representative when such action is taken.

31.05 If all the screening and confirmatory tests are positive regarding the use of non-felonious drugs, the City shall require the employee to participate in a rehabilitation or detoxification

program as determined by appropriate medical personnel. This provision shall apply to only the first incident of positive testing of, or the use of non-felonious drugs. Any employee testing positive for the use of non-felonious drugs the second time and any employee testing positive for, and/or the use of felonious drugs may be subject to disciplinary action up to termination at the Employer's discretion without any rehabilitation program.

31.06 An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employee may be placed on an unpaid medical leave of absence.

31.07 Upon completion of the program and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be retuned to his position. Such employee may be subject to periodic retesting at the Employer's discretion, upon return to his position for a period of two (2) years from the date of his return.

31.08 Any employee in the above mentioned rehabilitation program will not lose any seniority should it be necessary that he be required to take an unpaid medical leave of absence.

ARTICLE 32 GENDER AND PLURAL

32.01 Whenever the context so requires, the use of words herein, in the singular, shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 33 OBLIGATION TO NEGOTIATE

33.01 The Employer and the FOP 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.

33.02 Therefore, for the life of this Agreement, the Employer and the FOP 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 in this Agreement, even though such subjects or matters 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.

33.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE 34 CONFORMITY TO LAW

34.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

34.02 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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 35 TOTAL AGREEMENT

35.01 This Agreement represents the entire agreement between the Employer and the FOP and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified and discontinued at the discretion of the Employer, upon the advance notice to the FOP of any such modifications or discontinuances. Any claimed violation of this paragraph may be subject to the Grievance Procedure of this Agreement.

ARTICLE 36 DURATION

36.01 This Agreement shall be effective as of January 1, 2012, and remain in full force and effective until December 31, 2014, and from year to year thereafter, unless at least ninety (90) days prior to that expiration date or any anniversary date thereto either party provides written notice to the other of any intent to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 25 day of September, 2012.

FOR THE FOP:

LUCY DINARDO
FOP/OLC STAFF

KEVIN CURTIS

FOR THE CITY OF NORTH OLMSTED:

MAYOR KEVIN M. KENNEDY

CARRIE B. COPFER, CPA
DIRECTOR OF FINANCE

CHERYL A. FARVER
DIRECTOR OF HUMAN RESOURCES

SCOTT THOMAS
DIRECTOR OF PUBLIC SAFETY

As to Form:

MICHAEL R. GAREAU JR.
DIRECTOR OF LAW

Appendix A

City of North Olmsted
SuperMed Plus Plan
Effective 2012

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Older Aged Child	26 28 Removal upon End of Month	
Pre-Existing Condition Waiting Period	No Subject to Pre-Ex	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	$2,500,000	
Benefit Period Deductible – Single/Family[1]	$200 / $400	$400 / $800
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$1,000 / $2,000	$2,000 / $4,000
Physician/Office Services		
Office Visit (Illness/Injury)	80% after deductible	60% after deductible
Urgent Care Office Visit	80% after deductible	60% after deductible
Allergy Testing and Treatments	80% after deductible	60% after deductible
All Immunizations (including Routine)	80% after deductible	Not Covered
Preventive Services		
Preventive Services, in accordance with state and federal law[5]	100%	Not Covered
Office Visit/Routine Physical Exam (One exam per benefit period)	100%	Not Covered
Routine office visit in conjunction with a PAP	100%	Not Covered
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Immunizations and Laboratory Tests (to age 21)	100%	Not Covered
Routine Mammogram (one per benefit period)	100%	
Routine Pap Test (one per benefit period)	100%	
Routine PSA (one per benefit period)	100%	
All Routine Labs, Tests and X-rays	100%	
Outpatient Services		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	100%	
Physical/Occupational Therapy - Facility and Professional (10 visits then Med Review)	80% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (Unlimited)	80% after deductible	60% after deductible
Speech Therapy – Facility and Professional (10 visits then Med Review)	80% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency use of an Emergency Room[2]	$50 Copay , then 100%	
Non-Emergency use of an Emergency Room[2,3]	$50 Copay , then 80%	$50 Copay , then 60%

Appendix A

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	60% after deductible
Additional Services		
Ambulance	80% after deductible	60% after deductible
Durable Medical Equipment, Prosthetics	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	Not Covered
Hospice	80% after deductible	Not Covered
Organ Transplants	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
Mental Health and Substance Abuse – Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefit	
Outpatient Mental Health and Substance Abuse Services		

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

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

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.

[1]Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
[2]Copay waived if admitted.
[3]The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.
[4]Not applied to Coinsurance Out-of-Pocket Maximum
[5]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.

Appendix A

City of North Olmsted
Prescription Drug Program

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit Over Aged Child	26 28 Removal upon End of Month	
Formulary Retail Program with Oral Contraceptive Coverage – mandatory mail order after the second retail fill of a prescription drug		
Generic Copayment	$10	30
Formulary Copayment	$20	30
Non-Formulary Copayment	$30	30
Formulary Home Delivery Program with Oral Contraceptive Coverage		
Generic Copayment	$25	90
Formulary Copayment	$50	90
Non-Formulary Copayment	$75	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.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

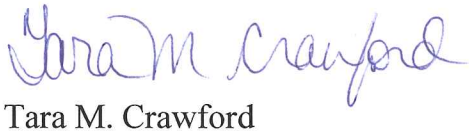
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	} Case No(s):	11-MED-09-1101
EMPLOYEE ORGANIZATION,	}	(Corrections Officers)
	}	
and,	}	
	}	
CITY OF NORTH OLMSTED,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Kevin Kennedy
MayorKennedy@North-Olmsted.com