11-MED-09-1156
0542-05
K29690
04/18/2013

AN AGREEMENT

Between

THE CITY OF NORTH OLMSTED

And

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(DISPATCHERS)

EFFECTIVE: January 1, 2012

EXPIRES: December 31, 2014

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Preamble	1
2	Union Representation	1
3	Management Rights	1
4	Dues Deduction and Fair Share	2
5	Non-Discrimination	3
6	No Strike/No Lockout	3
7	Employee Rights	4
8	Association Representation	5
9	Disciplinary Procedure	6
10	Grievance Procedure	6
11	Seniority	9
12	Probationary Period	9
13	Layoff and Recall	10
14	Miscellaneous	10
15	Duty Hours	11
16	Overtime Pay and Court Time	11
17	Holidays	13
18	Vacations	13
19	Sick Leave	15
20	Sick Leave Bonus	16
21	Other Leaves of Absence	16
22	Injury Leave	18
23	Bereavement Leave	19
24	Jury Duty Leave	19
25	Health and Safety	20
26	Drug Testing	20
27	Schooling	21
28	Uniform Maintenance Allowance	22
29	Hospitalization	22
30	Longevity	23
31	Shift Differential	23
32	Wages	24
33	Communicable Diseases	24
34	Life Insurance	25
35	Matron Duties	26
36	Waiver in Case of Emergency	26
37	Gender and Plural	26
38	Obligation to Negotiate	27
39	Conformity to Law	27
40	Total Agreement	27
41	Duration of Agreement	28

ARTICLE 1:

PREAMBLE

SECTION 1: This Agreement is entered into by and between the City of North Olmsted, Ohio, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

This Agreement is intended to formalize the understandings reached between the negotiating committees of the Employer and the OPBA, to establish certain terms and conditions of employment for employees classified as Emergency Central Dispatchers employed by the City of North Olmsted.

Further, the purpose of this Agreement is to promote cooperation and harmonious relations between the Employer and its employees.

ARTICLE 2:

UNION REPRESENTATION

SECTION 1: The Employer hereby recognizes the OPBA as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer in the classification of full-time Emergency Central Dispatcher, excluding all other employees of the Employer.

ARTICLE 3:

MANAGEMENT RIGHTS

SECTION 1: 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 4:

DUES DEDUCTION AND FAIR SHARE

SECTION 1: The Employer agrees that it shall deduct the initiation fee, assessments and regular monthly dues from the pay of regular full-time employees covered by this Agreement upon receipt from the OPBA of individual written authorization cards which have been voluntarily executed by the employee for that purpose and bearing the employees signature.

SECTION 2: Deductions of assessments, dues and fees shall be made during the first pay period of each month and if an employee's pay for that period is insufficient to cover OPBA assessments or dues, the Employer will make a deduction from the pay earned in the next period or subsequent period. All deductions for assessments or dues shall be accompanied by an alphabetical list of all employees for whom the deductions have been made and shall be transmitted to the OPBA no later than thirty (30) days following the end of the pay period in which the deductions are made. Upon receipt, the OPBA shall assume full responsibility for the disposition of all funds deducted.

SECTION 3: The OPBA shall indemnify and save the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under the provisions of this Article and the OPBA shall indemnify the Employer for any such liability or damages that may arise from any action growing out of deductions, commenced by an employee against the Employer or the Employer and the OPBA jointly.

SECTION 4: All full-time bargaining unit employees who are not members of the OPBA shall pay a fair share fee to the OPBA in the amount certified by the OPBA as being properly chargeable as a fair share fee. Employees who have received a Religious Exemption from the State Employment Relations Board are exempt from having dues, assessments and/or a fair share fee deducted from their pay check(s). All full-time employees who voluntarily choose not to become dues paying members of the OPBA shall pay the fair share fee, effective sixty (60) days from the employees date of hire. The deduction of the fair share fee shall be automatic and does not require a written authorization for a payroll deduction. Payment to the Association of fair share fees shall be made in accordance with the procedure contained within Section 2, above.

SECTION 5: In the event that a service fee is to be charged to a dues paying member of the OPBA, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Section 2, above.

ARTICLE 5:

NON-DISCRIMINATION

SECTION 1: Both the Employer and the OPBA recognize their respective responsibilities under the Federal and State Civil Right Laws, Fair Employment Practices Act, and other similar constitutional and statutory requirements. Therefore, both the Employer and the OPBA hereby reaffirm their commitment, 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. The OPBA shall share equally with the Employer, the responsibility for applying this provision of the Agreement. The OPBA and all collective bargaining unit members shall not discriminate against any person or persons, in any manner relating to their employment on the basis of race, color, religion, national origin, marital status, political affiliation, disability, sex or age. "Sex" includes a prohibition against sexual harassment.

SECTION 2: The Employer agrees not to interfere with the rights of employees to become members of the OPBA, and there shall be no discrimination, interference, restraint or coercion by the Employer or OPBA against any employee because of OPBA membership, or lack of OPBA membership.

SECTION 3: The OPBA and the Employer recognize the right of all employee(s) to be free to join or not join the OPBA and shall not coerce employee in any manner to join or not join the OPBA.

ARTICLE 6:

NO STRIKE/NO LOCKOUT

SECTION 1: Neither the OPBA nor any employee shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer for the duration of this Agreement. A breech of this Section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the OPBA meets all of its obligations under this Article.

SECTION 2: The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved by the OPBA. The OPBA shall advise the employees to return to work immediately.

SECTION 3: The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 7:

EMPLOYEE RIGHTS

SECTION 1: An employee has the right to the presence and advice of the OPBA representative at all disciplinary interrogations.
SECTION 2: An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

SECTION 3: Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in any investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the - basis of such a charge.

SECTION 4: Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonable related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time, and time shall be provided for rest periods and attendance to physical necessities. In addition, tapes will only be made by the Employer.

SECTION 5: An employee will be informed of the nature of the investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

SECTION 6: The official personnel file will be located in the office of the Director of Human Resources. 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.

SECTION 7: The employee shall be informed of the nature of the investigation prior to any questioning and shall be informed, to the extent known at the time, whether the investigation is focused on the member for a potential charge. If the employee requests it, he shall be given brief time prior to any questioning to locate and review any 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 officer 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.

SECTION 8: If the employee about to be interrogated shall be under arrest, or is a suspect in a criminal investigation and 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 all his Constitutional Rights prior to the commencement of any interrogation.

SECTION 9: The employee under investigation shall be informed of the names and addresses of all complainants upon request. The complainant may be informed of the name of the employee upon request. The employee will be provided with a copy of the complainant's information upon request. The investigating officer of the complaint may be the complainant.

SECTION 10: In imposing discipline on a current charge, the Employer will not base progressive discipline on prior disciplinary action which is more than three (3) years old, except for prior disciplinary action involving cases of five (5) years patterned sick leave abuse, violence or theft, providing there has been no intervening disciplinary action during this period.

ARTICLE 8:

ASSOCIATION REPRESENTATION

SECTION 1: The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present.

SECTION 2: Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

SECTION 3: Director(s) of the OPBA shall be allowed three (3) hours per month off, with pay, for the purpose of attending OPBA Directors meetings. The Employee must notify the Chief of Police or his designee at least forty-eight (48) hours in advance of such meeting or forfeit their right of pay for such meeting. No shift will be under-manned due to the calling of such a meeting.

ARTICLE 9:

DISCIPLINARY PROCEDURE

SECTION 1: Disciplinary action taken against non-probationary employees by the Employer shall only be for just cause.

SECTION 2: A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reasons(s) for the disciplinary action. The employee shall be informed of the right to confer with a representative of the OPBA.

SECTION 3: Prior to any discipline being imposed, the employee shall be given the opportunity to appeal through Step 3 of the grievance procedure contained in Article 10 of this agreement. The employee shall then be able to appeal the Step 3 decision to arbitration, as set forth in Article 10 of this agreement.

ARTICLE 10:

GRIEVANCE PROCEDURE

SECTION 1: Grievant - The "grievant" shall be defined as any employee, group of employees or the OPBA.

Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

SECTION 2: A grievance is a dispute regarding only the interpretation and application of this Agreement.

A grievance can be initiated by the OPBA or an aggrieved bargaining unit employee. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting each such bargaining unit employee in the same manner, one bargaining unit employee selected by such group shall process the grievance(s).

SECTION 3: The following procedures shall apply to the administration of all grievances filed under this procedure.

a) Except in Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general

statement of the nature of the grievance and the redress sought by the grievant.

b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.

c) 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 within the chain of command of the Police Department and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

d) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee that pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

e) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically be advanced to the next step. The time limits specified for either party may be extended only by written mutual agreement.

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

SECTION 4: All grievances shall be administered in accordance with the following steps in the grievance procedure.

Step l: An employee who believes he may have a grievance shall notify his immediate supervisor, on the shift that the grievance occurred, of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the Administrative Captain of the Police Department or his designee, the employee and an OPBA representative, if such representation is requested by the employee, within five (5) days of the notice by the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of Police or his designee within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief of Police or his designee shall give his answer within five (5)

days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days of the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Safety Director shall convene a hearing within ten (10) days of receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Safety Director shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure contained in Article 10.

SECTION 5: In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will choose an arbitrator from the permanent panel of arbitrators herein contained.

SECTION 6: The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

SECTION 7: The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

SECTION 8: The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be paid by the losing parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

SECTION 9: An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

SECTION 10: The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision by the arbitrator shall be final and binding upon the parties.

SECTION 11: There is hereby created a permanent panel of arbitrators for the administration of this procedure. Such arbitrators are: 1) Alan Miles Ruben; 2) Dennis Minni; 3) Harry Graham.

ARTICLE 11:

SENIORITY

SECTION 1: Only regular full-time employees of the Employer shall have seniority. Temporary, seasonal and part-time employees shall have no seniority rights. A regular full-time employee is defined to mean an employee regularly scheduled for forty (40) hours of work each week.

SECTION 2: Seniority shall mean an employees uninterrupted length of continuous uninterrupted service with the Employer , measured from his last hiring date as a full-time employee performing work of this bargaining unit. No employee shall have seniority for his probationary period provided in Article 12, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

SECTION 3: The Employer shall provide the OPBA with a copy of the seniority lists and these lists shall be updated every six (6) months. The seniority lists shall name the employee in order of date of hire, department, classification and seniority.

SECTION 4: Continuous service and seniority shall be broken when an employee:

A. Quits or resigns;
B. Is discharged for just cause;
C. Is laid off for a period that is equal to the amount of seniority held at the time the lay-off commences, or twenty-four consecutive months, whichever is less;
D. Fails to report to work within fifteen (15) calendar days when recalled from lay-off by certified mail, addressed to the employee's last known address within his official personnel file, unless the employee is unable due to a medically proven disability;
E. Is absent without reporting off for three (3) consecutive work days, unless the employee has a reasonable excuse satisfactory to the employer for failing to report the absence.

SECTION 5: The Employer shall advise the Union in writing of additions to or deletions from the seniority list at the end of each pay period when the action took place. A copy of the lists of additions and/or deletions will be sent to the OPBA Director.

ARTICLE 12:

PROBATIONARY PERIOD

SECTION 1: New employees shall be considered to be on probation for a period of one year. During the probationary period, discipline, discharge or suspension by the Employer shall not be subject to the grievance procedure or any Civil Service Commission.

SECTION 2: If any employee is discharged or quits during the probationary period described in Section 1 and is later rehired, he shall be considered as a new employee and subject to the

provisions of Section 1.

ARTICLE 13:

LAYOFF AND RECALL

SECTION 1: When a layoff is necessary due to lack of funds, lack of work, or abolishment of positions, the Employer shall notify the effected employees in writing at least fourteen (14) days in advance of the effective date of layoff. The Employer, upon request from the OPBA, agrees to advise the representatives of the OPBA, the impact of the layoff on bargaining unit employees.

SECTION 2: Employees shall be laid off in accordance with their departmental seniority, last hired, and first laid off.

SECTION 3: Employees who are laid off shall be placed on a recall list for a period equal to their length of service not to exceed twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their lay off, last laid off, first recalled.

SECTION 4: Notice of recall shall be sent to the employee(s) by registered mail, with a copy to the OPBA, and shall include the date when the employee is to report back to work. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address of the employee.

SECTION 5: The recalled employee shall have fifteen (15) calendar days following the date of receipt of the recall notice, to notify the Employer of the employee's intent to return to work. The recalled employee must report back to work on the date set forth in the notice of recall or shall forfeit his or her recall right.

SECTION 6: Before any full-time employee is laid off, all part-time dispatchers will be first laid off.

ARTICLE 14:

MISCELLANEOUS

SECTION 1: In any instance where the Employer sends an employee for a medical examination for fitness of duty, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination. The Employer will not be responsible for payment of Workers' Comp examinations.

SECTION 2: The OPBA will be allowed one (1) bulletin board for official OPBA notices. The bulletin board will be located on the Police Station premises.

ARTICLE 15:

DUTY HOURS

SECTION 1: For purposes of this Agreement, a work day is defined as a continuous eight (8) hour period in a twenty-four (24) hour period, which shall include a paid one-half (1/2) hour meal when possible, and a work week which is defined as forty (40) hours. The meal period, however, shall be one (1) hour on contract enumerated holidays and any day where there is prescheduled four (4) or more hours of overtime contiguous to the employee's work shift.

SECTION 2: Compensation for regularly scheduled eight (8) hour days shall be at the straight-time rate of pay.

SECTION 3: Employees shall be allowed not less than thirty (30) minutes for a paid scheduled meal when possible daily, except for other schedules mutually agreed upon by the Union and Employer.

ARTICLE 16:

OVERTIME PAY AND COURT TIME

SECTION 1: All employees, for work performed in excess of forty (40) hours in one week shall be compensated, at the employee's election, either at (a) the rate of one and one half (1 1/2) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the same rate to be taken in the future as approved. All paid leave time shall count as time worked in the calculation of overtime.

SECTION 2: 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 of the three (3) calendar month period immediately prior to the above date 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.

SECTION 3: Any employee who qualifies for overtime by virtue of the provisions of Section 1 hereof shall be paid a minimum of two (2) hours, at overtime rate, when required to report for extra duty over and above his regular work day and work week, providing such time does not abut the employees' regularly scheduled work day.

SECTION 4: An employee who is required to be absent from scheduled work to serve as a witness called by a party in a City or job-related litigation will be paid for time lost from scheduled straight time work. An employee who is called as a witness due to his part-time employment in the area of public or private law enforcement shall not receive witness pay from the Employer.

An employee shall be paid a minimum of two (2) hours for appearance at the Rocky River Municipal Court and a minimum of four (4) hours for appearance at the Grand Jury or Commons Pleas Court when the same are required, and do not abut the employees' regularly scheduled work day. The compensation for the aforesaid hours will be at time and one-half (1 1/2).

SECTION 5: An employee who is ordered or called out to report in person for duty within one and one-half 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, not to include court time.

SECTION 6: Any employee who is ordered to duty but subsequently released prior to reporting shall receive pay for one hour, at the appropriate rate.

SECTION 7: The Employer shall endeavor, insofar as it may be practicable, to make a generally equitable distribution of overtime work among employees within a classification and department who are capable of performing the available work satisfactorily. Employees who are offered overtime and for any reason refuse or fail to work, shall be credited with the overtime as if they had worked, for the purpose of overtime distribution. In the event that a sufficient number of employees are not available within the classifications for the overtime assignment, qualified employees from a different classification and/or department shall be offered the overtime work and the overtime opportunity shall be distributed as equitably as possible.

SECTION 8: For the purpose of Section 7, it shall not be deemed practicable to distribute an overtime opportunity in strict accordance with the overtime lists where: (1) the Employer, in good faith, estimates that the opportunity consists of no more than one (1) hour of overtime work per man required, or (2) the opportunity arises during an emergency.

In distributing overtime opportunities, the Employer or its representative shall not engage in a policy favoring an employee or employees, unless this Agreement required certain employees to work the overtime.

SECTION 9: The Employer realizes that employees are permitted to schedule time off for vacations and paid holidays. The Employer will do everything reasonably possible including but not limited to offering overtime 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 reasonably possible including but not limited to offering overtime to see that the employee will get this time off except in an emergency, as long as this request does not fall into the category of being termed a short time request.

For the purpose of this Agreement, a short time request is when there are ten (10) or less calendar days between the date requested off and when the request was made. Any time requested that is a short time request is subject to cancellation by the Employer during the ten (10) day period to include the requested date itself.

To provide fairness to all employees, any form of time off requested and approved will not be canceled or changed without written approval from the Chief of Police or designee.

ARTICLE 17:

HOLIDAYS

SECTION 1: All full-time employees shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
President's Day	Veteran's Day
Easter	1/2 day Christmas Eve
Memorial Day	Christmas Day
Independence Day	Employee's Personal Day
Labor Day	Good Friday
	1/2 day New Year's Eve

SECTION 2: All full-time employees shall be entitled to the holidays listed in Section 1 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 employee either works or was not scheduled to work for reasons other than holiday leave on one of the above listed holidays, then the employee shall receive another day off from work to replace the holiday he worked or was not required to work for reasons other than holiday leave.

SECTION 3: Each employee shall receive time and one half their regular hourly wage for all hours worked on a designated holiday (except for "Personal" day), or receive time off in lieu thereof as approved by the Chief of Police.

This does not provide dispatchers with the contractual right to receive double time payment for all hours worked in excess of eight (8) hours on a holiday.

ARTICLE 18:

VACATIONS

SECTION 1: Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

LENGTH OF SERVICE	WEEKS	YEAR OF EMPLOYMENT 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-fourth (24th)

SECTION 2: 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 request to be paid 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.

SECTION 3: All vacation time shall be paid at the regular wage rate, except when the 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.

SECTION 4: 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 Employer services or functions of the department.

SECTION 5: 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.

SECTION 6: (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) An employee may have the option of using one week of his vacation in increments of less than one week; for example, one or two 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 19:

SICK LEAVE

SECTION 1: An employee shall be granted sick leave for personal illness or injury as follows:

a) Paid sick leave shall be earned and 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;
b) Pay for sick leave shall be at the employee's straight time hourly rate (or portion thereof if absent for less than a full day);
c) 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 a 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 that credible medical evidence will be required for absences of three (3) days or less. When an employee's record becomes satisfactory by going three (3) months without an absence, the requirement for such medical evidence for short term absence will be removed, and the employee will be notified in writing.
d) 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 six (6) 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 include: spouse, children, parents of the employee - regardless of the place of residence, and other relatives living within the employee's household.
e) When an employee with five (5) or more years of service retires, having received P.E.R.S. pension and having accumulated sick leave time, the retiring employee may convert one-half (1/2) of the accumulated sick leave time to pay on the basis of his rate of pay at the time of retirement, but the maximum amount paid shall not exceed one thousand (1,000) hours.

f) An employee should make an effort to schedule medical and dental appointments for himself and his family members during non-work hours.
g) 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.

SECTION 2: If an employee is absent on sick leave or other related reasons for more than three (3) consecutive work days and said absence qualifies under the FMLA, the Employer may apply those days against the twelve (12) week leave period.

ARTICLE 20;

SICK LEAVE BONUS

SECTION 1: All employees shall receive three (3) eight (8) hour days off with pay, or the employee may elect to receive twenty-four (24) hours pay for each six (6) consecutive months of unused sick leave. Unused sick leave days earned may be carried over, if not taken within one (1) year of date of day earned, to the following year, with a maximum of five (5) days.

ARTICLE 21:

OTHER LEAVES OF ABSENCE

SECTION 1: A regular full-time employee who has completed his probationary period and who has exhausted his paid sick leave shall be granted a leave of absence without pay for a period of up to 120 calendar days for a continuing disability which is substantiated by credible medical evidence. If the illness or disability continues beyond 120 calendar days, additional sick leave may be granted by the Employer upon request, up to an additional 75 days. The employee shall be required to submit proof acceptable to the Employer of his ability to perform the work of his job upon the termination of the sick leave. If the Employer believes that the employee failed to submit satisfactory proof of illness or injury upon request, or in the event that upon receipt of a physician's statement or an affidavit for doctor/hospital record form and the Employer believes there is no evidence of illness or injury sufficient to justify the employee's absence, the employer shall have the right to have the employee examined by a doctor of its choice within seven days. The charges for the second physician shall be borne by the Employer. If disagreement thereafter exists, a third physician shall be mutually selected by the Union and the Employer to determine the issue. The cost of such examination shall be shared equally by the employer and the Union. If it is determined that there is not evidence of illness or injury to justify the employee's absence; sick leave may be considered an unauthorized leave, and may be the cause for disciplinary action.

SECTION 2: All unpaid leaves of absences (and extensions thereof) must be applied for and granted or rejected within three (3) working days, in writing, on forms to be provided by the Employer and with approval of the Chief of Police and the Safety Director.

SECTION 3: An employee may return to work prior to the expiration of any leave of absence. providing said employee gives the Employer a minimum of five days notice.

SECTION 4: Employees who leave the service of the Employer to enter the United States Armed Forces, or the service of the Maritime Commission, and who return within ninety (90) days from release from the service, shall be granted seniority rights upon their return as if continuously employed by the Employer during such service.

SECTION 5: PART A:

All employees of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, or members of other reserve components of the Armed Forces of the United States, are entitled to leaves of absence for such military service for field training, active duty or emergency call-out for a period not to exceed thirty-one (31) working days per year per employee.

PART B:

The employee is required to submit to the Employer an order of statement from the appropriate military commander as evidence of such duty at least two (2) weeks in advance of the starting date of such leave unless emergency situations require otherwise.

PART C:

Employees on such leave shall be paid during such absence for the difference between their regular straight time wages and their military pay for such period, as verified to the Employer by the military voucher. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is two hundred forty-eight (248) hours per employee. The terms of this section shall only apply when the employee is called to duty as a result of a National Emergency or War.

SECTION 6: When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied at the current rate of pay or to a similar position if his former position no longer exists if he is physically qualified for the job. In the event the Employer questions whether the employee is physically able to do the work, it may require the employee to be examined to substantiate his claim of fitness. Such examination shall be done by a doctor of the Employers choice within seven (7) days. Charges for this examination shall be borne by the Employer. If disagreement thereafter exists, a third physician shall be mutually selected by the Union and the Employer to determine the issue, and the cost of such examination shall be shared equally by the Employer and the Union.

SECTION 7: All employees shall be entitled to parental leave upon the birth of a child or adoption of a child providing said employee is the natural parent of the child or is the legal parent of the adopted child. The duration of the leave shall be at the employee's discretion. Such leave shall not be permitted in less than one (1) full day increments. Employees desiring to use

such leave in increments of less than six (6) consecutive months shall provide the employer a minimum of five (5) days notice and a schedule listing the day or days the employee will utilize the parental leave benefit. In any event, such leave shall not extend beyond six (6) months from the date such leave was first requested.

An employee shall be entitled to use vacation leave or accumulated sick leave credit in lieu of being unpaid. If an employee exhausts all accumulated vacation leave credit and sick leave credits, said employee shall not be paid nor shall said employee earn sick leave or vacation credits for that period.

The Employer may require at its discretion satisfactory proof such as a certificate of birth of the child or in the case of an adopted child, a copy of the court document authorizing the adoption.

SECTION 8: An employee shall accumulate seniority during any leave of absence. Employee's on an unpaid sick leave, parental leave, or has exhausted his accumulated sick leave shall not be entitled to any benefits, except hospital/surgical benefits which shall continue to be provided by the Employer for a period of time not to exceed ninety (90) days. During the aforementioned ninety (90) day time period, the employee shall be required to pay his proportionate share of the cost as required within Article 28, of the Agreement. The proportionate cost shall be paid to the Employer by the employee in advance on or before the first day of the month. The Employer shall continue to pay its proportionate share of the cost as required within Article 28, of the Agreement during this ninety (90) day period. After ninety (90) days, the employee shall be required to pay to the Employer, the full cost of the cost of such hospital/surgical benefits in advance on a monthly basis, commencing on the ninety-first (91st) day. Any employee that fails to pay his proportionate share or the full cost as described shall be dropped as a participant from the group health plan for nonpayment, as required by this Agreement. An employee that is dropped from the group health plan for non-payment shall only be eligible to participate after the conclusion of the leave and only upon his active return to work. Employees shall be subject to all of the terms and conditions of the group health plan.

ARTICLE 22:

INJURY LEAVE

SECTION 1: In the event that a full-time 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 that he 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) days 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.

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.

SECTION 2: Any full-time employee who qualifies for benefits under this Article shall be required to pay over to the Employer any amount received from the Bureau of Workers Compensation as supplemental wages. This provision does not apply if the City is self-insured for workers' compensation.

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.

SECTION 3: Any employee who qualifies for the benefits under this Article shall not have his accumulated sick time reduced because of a qualified accidental injury which occurred while in the line of duty.

ARTICLE 23:

BEREAVEMENT LEAVE

SECTION 1: All employees shall be granted Bereavement Leave (not to be deducted from employee's sick leave) according to the following schedule:

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

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

SECTION 2: For the purposes of this Article, immediate family 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 employees house.

ARTICLE 24:

JURY DUTY LEAVE

SECTION 1: An employee called for jury duty shall be granted a leave of absence for the period of the jury service and will be compensated at full pay for absences necessarily caused by the jury duty.

SECTION 2: Employees working the second, third, relief or overlap shifts, will not be required to work on the day that the employee is on jury duty and these employees will be compensated as provided in Section 1.

ARTICLE 25:

HEALTH AND SAFETY

SECTION 1: Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to provide safe working conditions, and establish safe working practices for his employees. The Employer agrees to furnish bargaining unit employees all equipment required and maintain all such equipment in safe working conditions in order for them to fulfill their duties.

SECTION 2:

A) All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor in charge within twenty-four (24) hours of the time such unsafe working conditions become apparent.
B) The Employer will investigate all written reports of unsafe working conditions and within twenty-four (24) hours begin to correct any which are found. The Employer shall be responsible for insuring that all safety rules and safe working methods are followed by the employees.
C) The Employer will notify the employee who alleges unsafe working conditions, in writing, of any corrections which have been made.

SECTION 3: The Employer shall adopt a safety program regarding equipment, working conditions, and employee safety in order to insure the safety of all employees.

ARTICLE 26:

DRUG TESTING

SECTION 1: 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 City's Drug Testing Procedures per the City of North Olmsted Drug Free Workplace Policy.

SECTION 2: 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 OPBA and the Employer that only BWC Level 3 Drug Free Workplace Policy will be implemented by the parties, with random drug testing.

SECTION 3: If an employee is required to submit a written report, they shall be advised of the reason for such report.

SECTION 4: In the event that disciplinary action is taken against a member, the member shall have the right to request the presence of an OPBA representative when such action is taken.

SECTION 5: If all 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 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.

SECTION 6: 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.

SECTION 7: Upon completion of the program and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to their position. Such employee may be subject to periodic retesting at the Employer's discretion upon return to their position for a period of two (2) years from the date of their return.

SECTION 8: Any employee in the above mentioned rehabilitation program will not lose any seniority should it be necessary that they be required to take an unpaid medical leave of absence.

ARTICLE 27:

SCHOOLING

SECTION 1: Full-time employees in attendance at an Employer approved training school shall be compensated at the appropriate rate for travel time from the Employers premises to the location of the training school and all time spent in the class session unless total hours in the given week are over forty (40). The employee attending such approved training school out of the Employer, shall be reimbursed for lunch in an amount not to exceed $4.00 per day by the Employer, upon presentation of a receipt for such lunch. The employee attending such training school shall be paid mileage expense for the use of his personal vehicle in accordance with the IRS approved rate or he may be provided a vehicle owned by the Employer.

SECTION 2: Whenever an employee requires training in dispatch, the designated training dispatcher will receive an additional two-hundred fifty dollars ($250.00) per year. A minimum of two (2) employees will be designated as training dispatchers. These designated training dispatchers shall only be compensated for any year for which they were actually designated training dispatchers and training is required. The aforementioned payment shall be made during the first pay period of January, each year of this Agreement for previous year service as a designated training dispatcher.

ARTICLE 28:

UNIFORM MAINTENANCE ALLOWANCE

SECTION 1: All employees shall receive an annual uniform maintenance allowance in the amount of six hundred seventy-five dollars ($675.00). This amount shall be paid in the regular paycheck during the first pay period in December of each year.

In addition, probationary employees shall receive an advance of one-half (l/2) of the first year's uniform maintenance allowance upon appointment to the department, and one-half (1/2) after completion of six (6) months of service.

ARTICLE 29:

HOSPITALIZATION

SECTION 1: The Employer shall provide, pursuant to Appendix A, either individual or family medical insurance coverage 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 coverage is equal to or better than provisions of Appendix A.

SECTION 2: 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.

SECTION 3: Employees shall participate in the AFSCME Dental Benefit Plan and Union Eye Care Vision Plan at current benefit levels.

SECTION 4: 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.

SECTION 5: The Employer reserves the right to establish all plans, enrollment periods and regulations.

SECTION 6: The Employer shall cause the Health Care Plan to be a qualified Plan under Section 125 of the Internal Revenue Code.

ARTICLE 30:

LONGEVITY

SECTION 1: All employees hired prior to January 1, 1990 shall receive annual longevity pay as additional compensation computed on annual wages which shall be divided by twenty-six (26) and included in each paycheck as follows:

4% after employee completes 5 years
5% after employee completes 10 years
6% after employee completes 15 years
7% after employee completes 20 years

Employees under this paragraph shall have their longevity pay fixed on their base rate of pay on December 31, 2008, until such time the employee would receive a greater payment under paragraph Section 2, below.

In computing length of service for the purpose of making payments of longevity increments as herein above set forth, no credit shall be given for part-time service, but such limitation is the only exclusion for the purpose of computing longevity increments, and the exclusion for part-time service shall not deprive any employee of any other benefits which may be due them for part-time service as employees of the safety department.

SECTION 2: Employees hired after January 1, 1990 shall, effective January 1, 2009, receive longevity in accordance with the following schedules on their anniversary date, which shall be computed into their overtime rate. No employee shall suffer a reduction in the amount received due to being placed on this scale.

$500.00 after employee completes five (5) years
$1,000.00 after employee completes ten (10) years
$1,500.00 after employee completes fifteen years (15) years
$2,000 after employee completes twenty (20) years
$2,500 after employee completes twenty-five (25) years

ARTICLE 31:

SHIFT DIFFERENTIAL

SECTION 1: All full-time employees shall receive a shift differential in the amount of seventy-five cents ($.75) per hour. Shift differential shall only be paid to those employees working the second (2nd), third (3rd), or swing shifts.

ARTICLE 32:

WAGES

SECTION 1: Effective January 1, 2012, Dispatchers shall be paid in accordance with the following schedule, which will amount to a minimum of seventy one percent (71%) of the negotiated years one (1) through year five (5) of the Police Officer's union contract for 2012. Thereafter the percentage shall be sixty eight (68%).

	Hourly 2012 (71%)	Hourly 2013 (68%)	Hourly 2014 (68%)
Dispatch First Year	$15.78	$16.39	$16.72
Dispatch Second Year	$17.03	$17.62	$17.97
Dispatch Third Year	$18.29	$18.85	$19.22
Dispatch Fourth Year	$19.54	$20.07	$20.47
Dispatch Fifth Year	$21.51	$21.99	$22.43

SECTION 2: An employee shall receive step increases on their anniversary date of hire in accordance with the length of service provided in Sections 1, 2, and 3 above. All forms of compensation shall be paid by electronic deposit to commence at the Employer's convenience, but not less than thirty (30) days after the execution of this Agreement. In the event an employee is deemed "unbankable," the Employer will meet with the employee to attempt to remedy the problem.

SECTION 3: The Employer shall compute overtime separately from straight time and shall show overtime and straight time separately on the employees pay stub. Additionally, the Employer shall compute and show on the employees pay stub his accrued sick leave. Paychecks will normally be available on Friday at noon for employees not scheduled to work Friday or have completed their work at that time, and at the end of the day shift for other employees. Paychecks for employees ending their scheduled week at 8:30 a.m. on Friday will be available at 8:30 a.m. on that Friday.

In the event of a shortage of an employee paycheck, that exceeds $25.00; such shortage shall be paid within forty-eight (48) hours after notification of shortage is made to the supervisor.

ARTICLE 33:

COMMUNICABLE DISEASES

SECTION 1: The parties hereto agree that the duties of the employees 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.

In the event that a full-time employee should become ill due to contact with AIDS, HIV, Hepatitis, Tuberculosis, MRSA or Meningitis and such illness has so incapacitated the employee that he/she temporarily is unable to work, the Police Chief shall investigate and determine whether the illness is work related and of a temporary nature. 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 is of a temporary nature requiring medical leave, the Safety Director shall authorize the full payment of the employees' regular salary for a period of ninety (90) days.

If after ninety (90) days an illness still temporarily incapacitates the employee, the Safety Director shall recommend to Council whether to continue salary. Council shall forthwith review the matter and by a majority vote determine whether the employee shall continue to receive full salary during recuperation.

Any employee who qualifies for benefits under this section shall be required to pay over to the Employer any amount received from the Bureau of Workers' Compensation as supplemental wages. This provision does not apply if the City is self-insured for workers' compensation. 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.

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.

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 employees testing, treatment and/or preventative measures shall be the responsibility of the Employer.

ARTICLE 34:

LIFE INSURANCE

SECTION 1: All bargaining unit employees shall receive a twenty-five thousand dollar ($25,000) in-group term life insurance policy in their name while employed by the Employer paid for by the employer.

ARTICLE 35:

MATRON DUTIES

SECTION 1: Every effort will be made to ensure that employees are used as a last resort for matron duties. On duty female police officers, on duty secretaries, and on duty female auxiliary officers, employed by the Employer, shall be contacted prior to an employee being required/ordered to search female prisoners. The Employer further agrees that the members of the bargaining unit will not be requested/ordered to search prisoners for other area police departments. In the event that an Emergency Central Dispatcher is required to search a female prisoner, the Dispatcher shall receive one hour of overtime pay per prisoner searched.

SECTION 2: The City agrees to at least four (4) hours of training on proper search and defense procedures each year. Additionally, the City agrees to provide in-house training and education with respect to Matron duties. All reasonable requests for training and education for relevant schooling will be considered, but not unreasonably denied.

ARTICLE 36:

WAIVER IN CASE OF EMERGENCY

SECTION 1: In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of North Olmsted, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

a) time limits for Management or the Union's replies on grievances
b) all work rules and/or provisions of agreements or practices directly relating to the assignment of all employees.

SECTION 2: Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 37:

GENDER AND PLURAL

SECTION 1: 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 38:

OBLIGATION TO NEGOTIATE

SECTION 1: The Employer 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 Employer 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 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.

SECTION 3: Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE 39:

CONFORMITY TO LAW

SECTION 1: 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.

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 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 40:

TOTAL AGREEMENT

SECTION 1: This Agreement represents the entire agreement between the Employer and the Union 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

Union of any such modifications or discontinuances. Any claimed violation of this paragraph may be subject to the Grievance Procedure of this Agreement.

ARTICLE 41:

DURATION OF AGREEMENT

SECTION 1:

A) This Agreement shall become effective on January 1, 2012 and shall remain in full force and effect until December 31, 2014, unless otherwise terminated as provided herein.

B) If either party desires to modify, amend or terminate this Agreement, they shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of the Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

C) This Agreement shall remain in full force and effect during the period of negotiation of a new agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives and entered into this 12th day of February, 2013 at North Olmsted, Ohio.

FOR THE OPBA

Jeff Perry, OPBA Staff Representative

Tammy Farris

Mary Ellen Comerford

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 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.