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AGREEMENT BETWEEN

SOUTHWEST SUMMIT REGIONAL COUNCIL OF GOVERNMENTS

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

TERM: APRIL 1, 2014 – DECEMBER 31, 2015

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**ARTICLE 1
PREAMBLE**

This Agreement is hereby entered into by and between the Southwest Summit Regional Council of Governments, hereinafter referred to as "the Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA."

**ARTICLE 2
PURPOSE AND INTENT**

In an effort to continue harmonious and cooperative relationships with the employees and to insure the orderly and uninterrupted efficient operations, the Employer and the OPBA now desire to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: To promote individual efficiency and service to the Employer; to avoid interruption or interference with the operation of the dispatching services provided by the Employer; to promote fair and reasonable working conditions; and to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3
RECOGNITION**

Section 3.1. The Employer agrees that it will continue to recognize the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all dispatchers at the Employer's dispatch center, hereinafter referred to as "Employee" or "Employees," during the life of this Agreement. The Employer and the OPBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said Employees.

Section 3.2. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be supplemented by the names of all new employees as hired.

**ARTICLE 4
DUES DEDUCTION**

Section 4.1. During the terms of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 4.2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 4.3. The Employer shall deduct monthly dues, initiation fees or assessments 1/2 from each of the first two pay checks in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay check.

Section 4.4. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 4.5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 5 AGENCY SHOP

Section 5.1. Upon completion of sixty (60) days' employment as a Dispatcher with the Employer, all members of the bargaining unit, as identified in Article 3 of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount to be determined by the OPBA, which shall have the sole responsibility for the accuracy of such amount, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

Section 5.2. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deductions," except that such employees need not sign an authorization card for such deduction to be made.

Section 5.3. The OPBA shall indemnify and hold the Employer harmless from any claims, suits, or actions resulting from its collection of service fees under this Article.

ARTICLE 6 MANAGEMENT RIGHTS

The Employer shall have the exclusive right to:

- manage the operations;
- control the premises; and
- direct the working force and maintain efficiency of operations.

Among the Employer's management rights are the right to:

- hire, transfer, discipline and discharge for just cause;
- layoff and promote;

- to promulgate and enforce reasonable work rules;
- to introduce new equipment, methods of performing work, standards or facilities;
- determine the size, duties and qualifications of the work force;
- determine work schedules;
- maintain and improve the efficiency and effectiveness of the Employer's operation;
- determine its overall budget and appropriations;
- take actions to carry out the mission of the Employer; and
- determine matters of inherent managerial policy, including the functions and programs of the Employer, standards of services, and organizational structure.

The OPBA recognizes and accepts that all rights and authorities of the Employer not specifically modified by this Agreement except as this Agreement affects wages, hours and other terms and conditions of employment shall remain the exclusive function of the Employer.

ARTICLE 7 EMPLOYEE RIGHTS

Section 7.1. An employee has the right to the presence and advice of an OPBA representative for all disciplinary actions. An employee has the right to the presence and advice of an OPBA representative if employee is being interviewed and employee believes the interview could lead to discipline.

Section 7.2. 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 7.3. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an 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 7.4. Interview sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

Section 7.5. An employee will be informed of the nature of any investigation of himself prior to any questions being asked of him. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 7.6. An employee may request an opportunity to review his or her personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file. A request for copies of items included in the file shall be honored.

Section 7.7. Records of written reprimands or one-day suspensions that are more than two (2) years old shall not be considered for purposes of discipline. Records of suspensions in excess of one-day that are more than three (3) years old shall not be considered for purposes of discipline.

Section 7.8. In case of an anonymous or unsigned complaint, a copy shall be provided to the employee and no further action will be taken unless there is reasonable belief that further investigation is warranted. The Dispatch Manager or his/her designee shall so indicate by signing the complaint form. Any complaint alleging wrongdoing on the part of an employee shall be made in person and reduced to writing. The complainant shall be asked to sign the complaint form. Any signed complaint shall be investigated by the Dispatch Manager or his/her designee and shall be provided to the employee to which the complaint pertains. After the initiation of the investigation of a complaint, the Employee may be required to submit a written report to the Dispatch Manager or his/her designee explaining the incident involved with reference to the complaint. The employee shall be entitled to receive a written report from the Dispatch Manager or his/her designee within five (5) business days of its completion regarding the outcome of the investigation of the complaint. This written report shall include a copy of the original complaint. Unsubstantiated complaints shall not be placed in the Employee's personnel file. The results of said investigation of any founded complaint against an Employee shall be placed in the Employee's personnel file.

Section 7.9. Should an employee be questioned by any third party, such questioning shall be recorded at the request of either party. Should either party make a recording, the other party may have a copy of the recording at the expense of the party making the request.

Section 7.10. A polygraph examination will only be administered to an employee with his or her consent. Such examination shall not be used by the Employer in any court action without the employee's consent.

Section 7.11. A copy of any positive document relating to a specific employee shall be provided to that employee.

Section 7.12. The right of any employee provided by this Article 7 shall be subject to the grievance procedure.

ARTICLE 8 NO STRIKE

Section 8.1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 8.2. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in the strike, slowdown, walkout, concerted 'sick leave' or mass resignation,

work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach 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 8.3. 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 of by the OPBA. The OPBA shall advise the employees verbally and in writing to return to work immediately, and shall send a copy of said writing to the Employer. The writing shall contain a reference to the verbal warning.

Section 8.4. The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 9 DISCIPLINE

Section 9.1. The Employer may take disciplinary action against any non-probationary employee and forms of discipline may include the following:

- A. Counseling;
- B. Written reprimand;
- C. Suspension without pay; and
- D. Discharge.

Employer reserves the right to begin at any level of the disciplinary process, depending upon the severity of the offense.

Section 9.2. Disciplinary action taken by the Employer shall only be for just cause.

Section 9.3. The Employer shall document all written reprimands and shall deliver the same to the affected employees, with a copy placed in the Employee's personnel file.

Section 9.4. An employee may be placed on administrative leave, with pay at any time during the disciplinary process in Section 9.5 at the sole discretion of the Employer. If an employee's actions were so egregious that the Employer determining attendance at work would be too disruptive, after six (6) paid days, the leave may become unpaid. If Employer determines that such an administrative leave was not warranted, Employer shall pay employee for any of his or her regular work shifts missed as unpaid time.

Section 9.5. Where Employer seeks either a suspension or a termination, Employer shall provide employee with a written notice specifying the grounds for that suspension or termination. At that same time, Employer shall serve that employee with a Notice of Predisciplinary Meeting, at a time designated by Employer which meeting shall be conducted a minimum of six (6) days and a maximum of ten (10) days from the date of that service. An employee shall have five (5) days to respond to such allegations in writing if employee so chooses. Employee may waive, in writing this right to respond. Within three (3) days after the Predisciplinary Meeting, if Employer believes that just cause still exists, Employer may impose discipline by a written notification to employee. Employee may file a grievance at Step 3 of the Grievance Procedure in Article 11 within five (5) days of employee's receipt of that written notification. Nothing herein shall prohibit the Employer and employee from mutually agreeing to informally meeting at any time prior to the written notification of discipline described herein. The parties agree that "days" as used in this Article 9 shall have the same meaning as the definition set forth in Article 11.

ARTICLE 10 ASSOCIATION REPRESENTATION

Section 10.1. 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 Dispatch Manager or his/her designee. Normally, twenty-four hours' advance notice shall be given. However, this notification may be waived by the Dispatch Manager for good cause shown. The employee shall not experience any loss of pay for acting in the capacity of an OPBA representative under this Article during his normally assigned duty hours.

Section 10.2. The Employer and the OPBA will attempt to schedule collective bargaining meetings to only pay for one (1) member of the negotiating committee. Notwithstanding the above, only two (2) members of the negotiating committee will be allowed to participate in collective bargaining meetings with the Employer, with pay, during a member's regular working hours. At no time shall the attendance by the member incur the need to fill the shift at overtime. The Employer and the OPBA agree to attempt to schedule collective bargaining sessions to comply with this provision and agrees that this limitation shall not apply if a neutral third party is involved in a collective bargaining meeting.

Section 10.3. The OPBA shall be granted a total of twenty-four (24) hours paid leave per calendar year for its officers to attend local, district, and state OPBA meetings. OPBA officers needing such leave shall notify the Dispatch Manager at least ten (10) days in advance of the leave requested. The use/granting of such leave shall be subject to the Employer's operational needs.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.1. Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint,

discrimination, or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. Where an employee declines OPBA representation at any step of the grievance procedure, the OPBA shall have the right to attend all grievance meetings; shall be provided a copy of the terms of any grievance settlement; and the Employer has no duty to notify the OPBA of any step of the grievance procedure.

Section 11.2. For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of the specific and express written provisions of this Agreement.
- b) Grievant - the "grievant" shall be defined as any employee, group of employees within the bargaining unit, or the OPBA.
- c) 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.
- d) Days - A "day" as used in this procedure shall mean business days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement. A "day" shall not include any day the grievant or the Dispatch Manager is absent due to vacation or any other approved leave.

Section 11.3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include the name of the grievant; the aggrieved employee's job classification; the articles and sections of this Agreement violated; the date and time when the alleged events or conditions giving rise to the grievance took place; the location where the grievance occurred; the identity of the party responsible for causing the said grievance, if known to the grievant; the date the grievance was filed in writing; a general statement of the nature of the grievance; and a statement of the relief 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) The grievant may have an OPBA representative at any step of the grievance procedure after Step 1. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 2.

- d) It is hereby agreed that except as otherwise expressly provided in this Agreement, the grievance and arbitration provisions of this Agreement are the exclusive remedy for a bargaining unit member's resolution of employment-related matters and are a substitute for any and all statutory, common law or administrative remedies. As an exception to the foregoing, if an employee has the legal right to file a charge or complaint with a court of competent jurisdiction, state agency or federal agency alleging that such employee has been unlawfully discriminated against or sexually harassed in connection with his/her employment, the employee may file a grievance but not an arbitration. In such case, in lieu of arbitration, the employee's exclusive remedy shall be to file his/her action in such court, state agency or federal agency.
- 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 sustained in favor of the grievant. Except as provided herein, 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 11.4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

- Step 1. An employee who believes he may have a grievance shall notify the Dispatch Manager, of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Dispatch Manager will schedule an informal meeting with the employee within five (5) days of the notice of 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 and presented as a grievance to the Dispatch Manager or his/her designee within five (5) days of the informal meeting. The Dispatch Manager or his/her designee shall give his/her answer within five (5) days of his/her receiving the grievance from Step 1. In the case of any verbal warning or written reprimand, the decision of the Dispatch Manager shall be final.

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 Chairperson of the SWSCOM Board within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written

decisions shall be submitted with the appeal. The Board shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his/her OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Board shall issue a written decision to the employee and his/her OPBA representative within fifteen (15) days from the date of the hearing. The Board shall have the power to affirm the decision rendered at Step 2, or reduce the actions taken by the Dispatch Manager. The Board shall have no authority to increase the discipline rendered. The decision of the Board may be appealed through the arbitration procedure contained in Article 12 of this Agreement for discipline involving: (a) terminations; (b) suspensions without pay of more than two (2) work days in any calendar year; and (c) any suspension without pay when aggregated with prior suspensions within the preceding twenty-four (24) months totals more than two (2) work days.

ARTICLE 12 ARBITRATION PROCEDURE

Section 12.1. 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 promptly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 12.2. 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 to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 12.3. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be split between the 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 12.4. 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 of pay for all hours while the employee is testifying, including reasonable waiting time to testify. 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 two (2) employees, unless approved of by the Dispatch Manager.

Section 12.5. 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 of the arbitrator shall be final and binding upon the parties.

**ARTICLE 13
NON-DISCRIMINATION**

Section 13.1. The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, disability, genetic information, color, creed, national origin, age, sex, sexual orientation, or any other legally protected reason.

Section 13.2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and it will not discriminate with respect to representation between members and non-members.

Section 13.3. The Grievance and Arbitration Procedure set forth in Articles 11 and 12 shall not be deemed to constitute a waiver of an individual employee's rights, if any, to a judicial forum for claims alleging such discrimination under antidiscrimination statutes. However, an employee who pursues a discrimination claim in a judicial forum related in any way to his/her employment shall automatically have waived and forfeited any remedies provided by the Grievance or Arbitration Procedure.

**ARTICLE 14
PROBATIONARY PERIOD**

Section 14.1. Length of Probation. A bargaining unit employee employed by the Employer on January 4, 2014 shall have a probationary period of nine (9) months. A bargaining unit employee hired after January 4, 2014 shall be on probation for a period of one (1) calendar year after starting employment as a Dispatcher with the Employer.

Section 14.2. Rights During Probationary Period. During the probationary period, a bargaining unit employee shall not have the right to avail himself of the grievance and arbitration procedure of this Agreement for any reason. During the probationary period, a bargaining unit employee may be terminated at any time and for any reason without recourse under this Agreement or otherwise.

**ARTICLE 15
GENDER AND PLURAL**

Whenever the context so requires, the use of the words herein in the singular shall be constructed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of the 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 16
OBLIGATION TO NEGOTIATE**

Section 16.1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective

bargaining 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.

ARTICLE 17 CONFORMITY TO LAW

Section 17.1. The intent of the parties is that this Agreement supersedes and replaces all Ohio employment laws and regulations to the fullest extent possible and permitted by Chapter 4117 of the Ohio Revised Code.

Section 17.2. If the enactment of federal or state legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein. In such event, the Employer and OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 18 WORK HOURS

Section 18.1. The regular work week for all bargaining unit members shall be defined as seven (7) days beginning on Saturday first shift, and ending the following Friday at third shift. Normal schedules shall be either five (5) eight (8) hour consecutive days with two (2) consecutive days off or four (4) ten (10) hour consecutive days with three (3) consecutive days off except in the case of an emergency as determined by the Dispatch Manager.

Section 18.2. A "work shift" for a bargaining unit member means the normal shift to which said member is scheduled to work.

Section 18.3. As used in this Article, a day shall be defined as a twenty-four (24) hour period beginning with a Bargaining Unit Member's regularly scheduled tour of duty ending twenty-four (24) hours later.

Section 18.4. Work schedules shall be posted thirty (30) days in advance of the first effective date of the schedule and shall not be changed by the Employer for the sole purpose of avoiding payment of overtime. Every possible attempt will be made to adhere to that schedule by both the department and the bargaining unit. For scheduling purposes, full-time bargaining unit members shall be given preference for time-off over part-time bargaining unit members. Bargaining unit members may not exchange work shifts or other scheduled work hours if, as a result of the exchange, either member would become eligible to receive overtime compensation for the pay period(s) affected by the exchange. Full-time employees shall be given preference for time off over scheduled part-time employees.

Section 18.5. Beginning with the first pay period in November of each year, bargaining unit members shall be allowed the opportunity to bid for a preferred shift on the basis of

seniority, which shifts will begin as the first pay period in January. The Dispatch Manager or his/her designee shall award shift preference subject to the overall safety and welfare of the geographic area being served, and provided the bargaining unit member is otherwise qualified. Shifts shall be rebid if a shift assignment becomes available for a period which exceeds thirty (30) days and the annual shift assignment period is less than one-half completed.

Section 18.6. Employees shall be given flexibility when possible, as determined by the Dispatch Manager, to accommodate non-work related circumstances.

ARTICLE 19 OVERTIME

Section 19.1. "Overtime hours" means hours or fractions thereof which are worked by an employee in excess of forty (40) hours within a work week or in excess of the Employer's normal work shift in a twenty-four (24) hour period, when approved by the Dispatch Manager or his or her designee. No overtime shall be offered to any employee until he or she has completed the appropriate and necessary training during his or her probationary period, as determined by the Dispatch Manager.

Section 19.2. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement. Leave time as provided by this Agreement except for sick leave shall count towards overtime hours.

Section 19.3. Overtime compensation shall be compensated at the rate of one and one-half the employee's regular rate of pay. An employee shall be permitted to bank up to eighty (80) hours of overtime as comp time each calendar year which amount can be used any time during that calendar year subject to advance notice to and approval by the Dispatch Manager. Any comp time not used by the end of that calendar year shall be bought out by the Employer as of the last payroll in that year.

Section 19.4. Whenever approved by the Dispatch Manager, employees called in to work or appearing in court on behalf of the Employer while off duty, shall be paid for the actual time worked or a minimum of three (3) hours, whichever is greater.

Section 19.5. If a shift has not been traded by employees with the approval of the Dispatch Manager, the following procedure shall be used to fill open shifts.

- a. If an open shift is created less than 24 hours prior to the time that open shift is scheduled to begin:
 - 1) the shift will first be offered to part-time dispatchers via WENS, an electronic texting system, email, or phone, depending upon the method deemed necessary because of time limitations on a first to reply basis. The part-time dispatchers may take one-half the shift (either the first half or last half) or a full shift, with preference being given to full shift coverage;

- 2) if no part-time dispatcher replies within thirty (30) minutes, overtime will then be offered to full-time dispatchers not scheduled to work the day of the open shift via WENS, an electronic texting system, email, or phone, depending upon the method deemed necessary because of time limitations on a first to reply basis. The full-time dispatchers may take one-half the shift (either the first half or last half) or a full shift, with preference being given to full shift coverage;
 - 3) if no full-time dispatcher replies within thirty (30) minutes, overtime will then be offered to full-time dispatchers on the preceding shift (for one-half of the open shift) and to full-time dispatchers on the succeeding shift (for one-half of the open shift) using the equalization of overtime list as maintained by the OPBA. The equalization of overtime list will determine the order (lowest to highest hours) overtime is offered. Hours actually worked shall be the hours entered on that equalization of overtime list; and
 - 4) if the open shift is not filled using the above steps, the full-time dispatcher on the preceding and succeeding shift with the least amount of ordered overtime hours will be ordered to work up to one-half of the open shift. If employees have the same number of hours, then seniority (lowest to highest) will be used to determine who is ordered to work. If employees have the same date of seniority, the person with the earlier birthday in the year will be ordered to work.
- b. if an open shift is created with 24 or more hours prior to the time that open shift is scheduled to begin, then the same steps as set forth above shall apply, except that the time frames for steps one, two and three above shall be one-hundred twenty (120) minutes and two notices shall be sent at each step via WENS, an electronic texting system, email, or phone, depending upon the method deemed necessary because of time limitations.

The parties agree that, except in emergency situations, no dispatcher can be ordered to work on their day off or ordered to work more than twelve (12) consecutive hours. Also, except in emergency situations, no dispatcher may work more than sixteen (16) consecutive hours in a work week.

Section 19.6. The parties agree that the provisions of this Article shall commence effective as of the date of Employer's ratification of this Agreement.

ARTICLE 20 HOLIDAYS

Section 20.1. All full-time employees shall receive the following paid holidays: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENT'S DAY, MEMORIAL DAY,

INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY, and CHRISTMAS DAY.

Section 20.2. Full-time employees shall earn eight hours of holiday leave for each holiday, to be taken at any time during the calendar year following the holiday, with the approval of the Dispatch Manager. Full-time employees who work any of the listed holidays shall receive their regular rate of pay for all hours worked on the holiday, in addition to receiving eight hours of holiday leave. Employees who work New Year's Day, Independence Day, Thanksgiving Day or Christmas Day shall receive time and one-half their regular rate of pay for all hours worked on those holidays. Part-time employees who work Martin Luther King Day, President's Day, Memorial Day, Labor Day, Columbus Day or Veterans Day shall receive a shift premium of \$5.00 more per hour for all hours worked on those holidays.

Section 20.3. All grants of holiday leave must be used during the same calendar year in which the holiday occurs, and any unused holiday leave will be bought out by the Employer at the end of that calendar year, except that holiday leave granted for the Thanksgiving and/or Christmas holidays may be carried over into the next calendar year, but must then be used by not later than the last day of February of that next calendar year or such unused holiday leave will be bought out by the Employer as of that date.

Section 20.4. The parties agree that the provision of this Article shall commence effective as of the date of Employer's ratification of this Agreement except that Employer shall pay part-time time and one-half for hours worked on 12/25/14.

ARTICLE 21 PERSONAL DAYS

21.1. All full-time employees shall receive and shall be entitled to use one (1) restricted day of leave and one (1) unrestricted day of leave per calendar year for personal reasons.

21.2. The restricted personal day shall not be scheduled under conditions that create overtime and must be requested at least three (3) days in advance from the Dispatch Manager. Once such day has been approved, such approval shall not be revoked except in emergency circumstances.

21.3. The unrestricted personal day shall only require one (1) hour advance notice to the Dispatch Manager or his/her designee. The unrestricted personal day should be requested at least one (1) day in advance and is limited to one employee per shift.

21.4. For scheduling purposes, the Dispatch Manager shall grant such requests to the employee first requesting such personal days.

ARTICLE 22 VACATION

Section 22.1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours</u>
Less than one year	None
One but less than five years	80 hours
Five but less than ten years	120 hours
Ten but less than fifteen years	160 hours
Fifteen or more years	200 hours

Section 22.2. Earned vacation shall be annually awarded in a lump sum on January 1st of each year in accordance with the above schedule, provided the employee is employed by the Employer at the time.

Section 22.3. Vacation requests of forty (40) or more hours shall be granted by seniority and shall be bid at the same time as the shift bid. Vacation requests shall be granted at the discretion of the Dispatch Manager and shall not unreasonably be denied.

Section 22.4. Accumulated vacation time will be paid to an employee upon separation from employment. In the event an employee dies while on active service with the Employer, the employee's estate shall be paid in cash the value of his/her accrued but unused vacation time at the regular hourly rate at the time of death.

Section 22.5. All grants of vacation leave must be used by employees within twelve months after the vacation leave is granted, and any unused vacation leave will be bought out by the Employer at the end of that twelve month period.

Section 22.6. For purposes of this Article 22, a full-time employee's prior service as a full-time dispatcher with Copley, Norton or Barberton shall be counted towards the length of service set forth in Section 22.1.

ARTICLE 23 SICK LEAVE

Section 23.1. Sick leave shall be defined as an absence with pay necessitated by: (a) illness, injury or disability of an employee or a member of the employee's immediate family when the employee's presence is reasonable; (b) exposure by the employee to contagious disease communicable to other employees; (c) medical, dental, or optical examination or treatment of an employee or a member of the immediate family when the employee's presence is reasonable; or (d) pregnancy and/or childbirth and related conditions of an employee or an employee's spouse.

Section 23.2. All full-time employees shall earn sick leave at the rate of one and one-quarter (1-1/4) days per month and may accumulate such sick leave without limit up to a maximum of Two Thousand (2,000) hours.

Section 23.3. An employee who is to be absent on sick leave shall notify his/her supervisor of such absence, the reason for such absence, and the expected length of such absence at least two (2) hours before the start of his/her work shift, except in case of an emergency. If

sick leave continues past the first day, the employee shall notify the on duty supervisor every day unless the supervisor agrees notification is not necessary.

Section 23.4. Sick leave may be used in segments of not less than one (1) hour.

Section 23.5. Upon returning to work for all sick leave usages of three (3) days or more, in order for the time off work to be charged against accumulated sick leave, the employee shall submit such proof of illness, injury or disability as may be satisfactory to the Dispatch Manager.

Section 23.6. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Dispatch Manager, who shall then have the right to request proof of illness.

Section 23.7. The Dispatch Manager may require an employee who has been absent due to personal illness, injury or disability, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his/her normal duties and that his/her return to duty will not jeopardize the health and safety of other employees. Should a Dispatch Manager make that request, the employee shall be placed upon a paid leave of absence. Should the physician designated by the Employer disagree with the employee's physician who has authorized a return to work, those physicians shall select a third physician who shall then examine that employee. That third physician's decision shall be binding upon the parties.

Section 23.8. When the use of sick leave is due to illness, injury or disability of a member in the immediate family or for medical, dental, or optical examination or treatment of a member in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, stepchildren, foster children residing in the home, or parents.

Section 23.9. Employees on sick and/or disability leave shall not engage in any outside employment without the written permission of Employer until after returning to work and completing a tour of duty for the Employer. Violation of this provision will result in unpaid leave status for all days that employee reported off sick while engaging in outside employment and may subject the employee to discipline.

Section 23.10. At the time of retirement from active service with the Employer, providing that the employee has completed ten (10) or more years of continuous service with the Employer, the employee may elect, by filing written notice to the Dispatch Manager within thirty (30) days prior to the effective date of retirement, to be paid in cash for the value of his/her accumulated sick leave credit not to exceed four-hundred-eighty (480) hours at the employee's current rate of pay. Such payment shall eliminate all sick leave credit accumulated by the employee at that time. Such payment shall be made only once to an employee during his/her lifetime. Those employees hired on January 4, 2014 may include their prior years of service with Barberton, Norton or Copley Township as years of continuous service. Moreover, should SWSCOG dissolve and cease functioning as the Employer, or any members (Barberton, Norton, or Copley Township) leave or withdraw from SWSCOG, any Dispatcher was laid off or terminated as a result shall be entitled to cash out his/her accumulated sick leave up to four-

hundred-eighty (480) hours.

Section 23.11. Employees shall be permitted to transfer in any existing balance of sick leave from their prior employment with Barberton, Copley, or Norton in an amount up to 960 hours, which sick leave shall be subject to all of the provisions of this Article 23.

ARTICLE 24 FUNERAL LEAVE

A full-time employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral of a member of the employee's family. The employee shall be entitled to a maximum of five (5) work days for the death of a spouse, child stepchild, or foster child who lives in the employee's home, or parent. The employee shall be entitled to a maximum of three (3) work days for the death of a mother-in-law, father-in-law, grandparents, grandchildren, spousal grandparents, brother, brother-in-law, sister, sister-in-law, step-parents or foster child who does not live in the employee's home. The funeral leave must be continuous and shall include the date of the funeral, unless the funeral occurs on the employee's day off, in which case the funeral leave shall include the employee's work day closest to the date of the funeral. An employee may extend funeral leave, with the approval of the Dispatch Manager through the use of sick leave.

ARTICLE 25 SPECIAL LEAVES

Section 25.1. Jury Duty Leave: Any full-time employee shall, if called for Jury Duty, endorse over the "jury check" or "warrant" received for services on jury duty, and that said employee will in turn receive regular pay. However, should the employee fail to turn over the "pay" for "jury duty" to the Employer, as per the above, then that employee will not be compensated for those periods because of absence from work due to jury duty. A full-time employee shall receive jury duty leave under the following conditions:

- a. employee will make every effort to notify the Dispatch Manager or his/her designee within seventy-two (72) hours of receiving the notice to appear for jury duty but in no event later than twenty-four (24) hours prior to that first day of service;
- b. employee may be assigned to first shift for the period of his/her jury duty service. Employer therefore has the right to temporarily assign another bargaining unit member to cover with the least seniority on that shift to cover for that temporary transfer; and
- c. when there is less than one (1) hour of work time remaining in the employee's shift, employee need not report back to work when released from jury duty.

If an employee is off work on sick leave or other leave and is unable to perform his/her job duties but is able to and does fulfill jury service, the employee will be paid straight time for such

jury service (occurring on the employee's regularly scheduled work days) and the amount of sick leave which would otherwise have been charged to the employee will be reduced by the amount of such straight time payment. In no event may payment for jury duty be combined with sick leave to result in overtime within any twenty-four (24) hour period.

Section 25.2. Military Leave: The Employer will comply with the requirements of all applicable federal and/or state military service statutes. Likewise, employees who participate in military service will be required to meet all applicable notice, service verification and return to work requirements prescribed by federal and/or state military service statutes.

Section 25.3. Disability Leave: A full-time or part-time employee may request an unpaid disability leave of absence from work for an illness or injury that is not work-related for a period of three (3) months. Such request shall be granted upon submission to the Employer of medical evidence documenting the need for such leave. In the event an employee is unable to return to work at the end of such three (3) month period, the Employer may, upon submission by the employee of additional medical evidence justifying the extension, extend such leave for up to an additional three (3) month period. Employee shall be entitled to continue health coverage, at employee's sole expense, during the period of such leave.

Section 25.4. Special Leave: A full-time employee or a part-time employee may request an unpaid leave of absence from work for a period of three (3) months. Such request may be granted by the Employer in its sole discretion.

ARTICLE 26 COMPENSATION

Section 26.1.A. Effective retroactively from July 1, 2014 through December 31, 2014, the hourly rate of pay for bargaining unit members shall increase across-the-board by 1.5% and shall be as follows:

	2014 (From July 1, 2014 – Dec. 31, 2014)
Part-Time Training	\$17.65
Part-Time Completion of Training	\$18.63
Full-Time Training (up to 24 months)	\$21.26
Full-Time Completion of Training	\$22.28

Section 26.1.B. Effective retroactively from January 1, 2015 through June 30, 2015, the hourly rate of pay for bargaining unit members shall increase across-the-board by 1.5% and shall be as follows:

	2015 (From Jan. 1, 2015 – June 30, 2015)
Part-Time Training	\$17.91
Part-Time Completion of Training	\$18.91
Full-Time Training (up to 24 months)	\$21.58
Full-Time Completion of Training	\$22.61

Section 26.1.C. Effective from July 1, 2015 through December 31, 2015, the hourly rate of pay for bargaining unit members shall increase across-the-board by 1.5% and shall be as follows:

	2015 (From July 1, 2015 – Dec. 31, 2015)
Part-Time Training	\$18.18
Part-Time Completion of Training	\$19.19
Full-Time Training (up to 24 months)	\$21.90
Full-Time Completion of Training	\$22.95

Section 26.2. Employees who were assigned in writing by the Dispatch Manager as a trainer shall be paid one and one-half dollars (\$1.50) per hour in addition to their regular rate of pay for time spent training other employees.

Section 26.3. The TAC shall be paid an additional one dollar and seventy-five cents (\$1.75) per hour.

Section 26.4. The Employer shall be responsible for selecting, appointing, and determining the duties and numbers of Lead Dispatchers. Lead Dispatchers shall be paid an additional two dollars (\$2.00) per hour for all hours worked.

ARTICLE 27 EDUCATIONAL REIMBURSEMENT

Section 27.1 When a course of study at an educational institution is job related, as determined by the Employer and pre-approved in writing by the Employer, which approval shall not be unreasonably denied, the following reimbursement schedule shall apply subsequent to the employee's completion of such course:

<u>Grade</u>	<u>Reimbursement Percentage</u>
A	100%
B	90%
C	75%
D or less, or withdrawal	0%

Reimbursement shall include tuition, required expenses directly related to that course of study, and required text materials. Documentation shall be provided including receipts and grade verification when reimbursement is requested.

Section 27.2. Employee shall sign an appropriate document to pay back any amounts reimbursed pursuant to this Article, if his/her employment with the Employer because of a voluntary termination of employment or retirement (unless that retirement is for disability), within one (1) year of course completion.

**ARTICLE 28
INSURANCE AND BENEFITS**

Section 28.1. Employer will provide, on behalf of each employee, insurance coverage that is substantially equivalent to the terms of Appendix A attached to this Agreement. Employees shall contribute \$20.00 per month for single coverage, \$40.00 per month for single plus one (1) coverage, and \$90.00 per month for family coverage. The parties agree, should that coverage not be available, that they shall reopen this Agreement for the sole purpose of discussing additional contributions or changes to the benefits provided by that health insurance.

Section 28.2. Employer shall, within sixty (60) days of ratification of this Agreement, adopt a Section 125 plan so that employee participation as set forth in Section 28.1 shall be on a pre-tax basis.

Section 28.3. Employer shall provide for full-time employees coverage under a life insurance policy in the amount of \$50,000 for the employees only.

Section 28.4. Employer shall, effective June 1, 2015, provide and pay for employee vision coverage that is substantially equivalent to the terms of Appendix B attached to this Agreement. Employees shall have the option to purchase family vision coverage, if desired.

Section 28.5. Notwithstanding any other provision of this Agreement, part-time employees shall not receive sick leave, vacation pay or any benefits under this Article 28.

**ARTICLE 29
INJURY LEAVE**

Section 29.1. When a full-time employee is injured in the line of duty while actually at work for the Employer, that employee shall be eligible for paid leave not to exceed twelve (12) weeks, provided that the employee files for workers' compensation and signs such documents as are necessary to assign to the Employer those sums of money the employee would ordinarily receive as weekly compensation from the Bureau of Workers' Compensation (BWC). The employee may use any earned leave until he/she is approved for benefits by the BWC. The leave time used will be replenished and restored once the Employer receives the money from the BWC.

Section 29.2. The Employer shall have the right at any time to request that the employee have a physical exam by a physician appointed and paid for by the Employer to determine if the employee is unable to work due to that claimed work-related injury as a condition to the employee receiving benefits under this Article. Any time spent by the employee in having such an Employer-requested physical exam shall be paid for by the Employer in accordance with that employee's usual hourly wage rate.

**ARTICLE 30
UNIFORMS**

Section 30.1. Should the Employer require Employee to wear a uniform at some point in the future, Employer shall provide such uniforms at Employer's expense.

**ARTICLE 31
LONGEVITY PAY**

Beginning on the fifth year of service with the Employer, each full-time employee shall receive an annual longevity payment of \$100.00 for each year of service up to a maximum of \$2,000.00. That amount shall be paid in a lump sum on the anniversary date of that employee's completion of service and on each anniversary date thereafter while so employed. Service shall include prior full-time service as a dispatcher with Copley Township, Norton, or Barberton to the extent that the employee had no break in service between working as a dispatcher for Copley Township, Norton, or Barberton and working as a dispatcher for the Employer.

**ARTICLE 32
ALCOHOL AND DRUG TESTING**

Section 32.1. The Employer has a strong commitment to the health, safety, and welfare of its employees, their families, and the communities it serves. Widely available statistics and information establish that the incidence of drug and alcohol abuse is increasing and the effect is devastating to lives, service, and the community at large.

- a. The Employer is concerned that, in the event of substance abuse among our employees, the safety of our employees and the general public could be endangered. Our commitment to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment and prevention of substance abuse by employees.
- b. It is the goal of the Employer to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. We believe this goal to be in the best interest of our employees and the general public.

Section 32.2. The Dispatch Manager or his/her designee is responsible for implementing and communicating these policies. Any questions regarding these policies or procedures should be directed to the Dispatch Manager or his/her designee.

Section 32.3. Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating this Article. Employees who voluntarily admit problems with drugs or alcohol prior to violating this Article will not have their job security or promotional opportunities jeopardized by a first request for treatment. Employees should not read this to mean that a first

request for treatment will automatically excuse them from discipline or discharge where the Employer initiates corrective action for violation of this Article and/or for manufacturing, distributing, acquiring, dispensing, possessing, or using drugs. Rather, an employee who seeks a first referral for treatment on his or her own initiative is in a better position than one who brings up a drinking or drug problem for the first time in response to an investigation on the Employer's initiation of corrective action. An Employee shall not be disciplined for first time admission of drug or alcohol dependency, if the employee immediately enrolls in a rehabilitation program certified by a substance abuse professional and satisfactorily completes such program.

- a. It will be the responsibility of the employee to comply with the Employer's referral for diagnosis, and it is also the employee's responsibility to cooperate with the prescribed treatment.
- b. When an employee is referred for a drug or alcohol test, he or she shall be allowed to leave work with no loss of pay for the shift.
- c. An employee who participates in a rehabilitation program may use his or her accumulated sick leave, vacation leave and/or compensatory time for the period of the program. Apart from such use of paid leave, the employee will be relieved from duty and placed in unpaid status.
- d. Rehabilitation programs are designed primarily for those employees who appear to have a treatable condition, not to protect those who manufacture, distribute, acquire, or dispense drugs.

Section 32.4. This Article applies to all employees of the Employer while on the job and to situations in which an employee's off-the-job or off-premises conduct impairs work performance or undermines public confidence in, or harms the reputation of the Employer.

- a. Although the Employer respects the private life of its employees, the Employer recognizes that involvement with alcohol and other drugs off the job eventually takes its toll on job performance. The Employer wants to be assured that employees will report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers, the public as well as themselves.

Section 32.5 Employees are prohibited from engaging in the following:

- a. Reporting to duty or remaining on duty while having an alcohol concentration of 0.04 level or greater utilizing blood testing or 0.04 BAT Level Concentration or greater utilizing BAT breath testing.
- b. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs that impair the employee's ability to perform the assigned duties, unless the prescribing doctor has approved the employee's use of the prescribed drug while working);

- c. Testing positive for illegal controlled substances;
- d. Possessing alcohol or illegal controlled substances while on duty;
- e. Using alcohol or illegal controlled substances while on duty;
- f. Refusing to submit to a reasonable suspicion, return-to-duty, or follow up alcohol or controlled substance test. Such refusals include, but are not limited to, failing to provide adequate breath for alcohol testing or adequate urine for drug testing, substituting or attempting to substitute and/or adulterate the specimen, altering or attempting to alter the test results, and/or engaging in other conduct that obstructs the testing procedure;
- g. Failing to satisfactorily complete a drug or alcohol rehabilitation program, including aftercare, in which the employee has enrolled pursuant to this Article;
- h. Testing positive at any time within twelve (12) months following return to work; or
- i. Failing to execute a medical release and/or to authorize disclosure to the Employer of the employee's positive substance abuse test results and/or progress reports with regard to the employee's participation in a rehabilitation program.

Section 32.6. If an employee violates any of the prohibitions listed in Section 32.5, the following consequences will result:

- a. The employee may be disciplined up to and including dismissal.
- b. The employee may be reassigned.
- c. The employee will be provided with information regarding the services available for alcohol and substance abuse.
- d. The employee will be referred for an evaluation by a substance abuse professional, if it is the employee's first violation.
- e. If the employee is not terminated, he or she will be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing of a minimum of three (3) times in addition to the return-to-duty test during the twelve (12)-month period of return to work and is required to report the use of any prescription or nonprescription medicines containing alcohol or controlled substances to his or her supervisor.

Section 32.7. An employee will be referred to testing for alcohol and/or controlled substances under the following circumstances:

- a. Pre-employment testing: Prior to the first time an employee performs official duties for the Department, the employee will be tested for alcohol and controlled substances. The employee will not be hired unless the alcohol and controlled substance test results are negative.

- b. Reasonable suspicion testing: A trained supervisor may refer an employee to undergo testing for alcohol or controlled substances based upon specific, objective facts and reasonable inferences drawn from these facts in light of experience and training. Such facts and inferences may be based on, but are not limited to, any of the following:
 1. Observable phenomena, such as direct observation of drug or alcohol use, possession, or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred, rambling or incoherent speech, odor of alcohol or marijuana, dilated pupils or bloodshot eyes, unexplained lack of coordination, impaired reaction time, sweaty or flushed skin, staggering or unsteady walk, uncharacteristic personality changes, dynamic mood swings, etc.;
 2. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents, etc.) which appears to be related to substance abuse and does not appear to be attributable to other factors;
 3. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking;
 4. A report of alcohol or other drug use provided by a reliable, credible and identified source;
 5. Repeated or flagrant violations of the Employer's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage, which appear to be related to substance use and do not appear attributable to other factors; or
 6. A traffic accident occurring while the employee is operating a vehicle on duty or coming to work, resulting in physical harm to persons or property, in which the circumstances raise a question as to the existence of substance abuse by the employee involved.

- c. Return-to-duty testing: Before an employee who has been found to be in violation of conduct prohibited in Section 32.5 may return to duty, the employee must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.04 level utilizing blood testing or 0.04 BAT Level Concentration utilizing BAT breath testing if the offense involved alcohol, and the controlled substance test must be negative if the offense involved controlled substances.
- d. Follow-up testing: When an employee has been found to be in violation of conduct prohibited in Section 32.5 and the employee is not terminated, the employee may be subject to a minimum of three (3) unannounced follow-up tests, in addition to the return-to-duty test, within the first twelve (12) months following the employee's return to duty.

Section 32.8. All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS “Mandatory Guidelines for Federal Workplace Drug Testing Programs.” The Employer and the laboratory shall have a clear and well documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody and control and split sample collection and testing. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the employees.

Each urine specimen may be tested for the following controlled substances:

<u>Substance</u>	<u>Initial Screening Level</u>	<u>Confirmation Level</u>
Amphetamines	1,000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiate Metabolites	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

Should the Substance Abuse & Mental Health Services Administration (SAMHSA) add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to SAMHSA standards. Employees will be notified, in writing, of such changes.

Section 32.9. The Employer shall designate one (1) or more health clinics, emergency medical care centers or hospitals for collection of alcohol and drug testing specimens, and all alcohol and drug testing specimens shall be collected by personnel of such health clinics,

emergency medical care centers or hospitals. All alcohol testing utilizing BAT breath testing shall be administered by a trained breath alcohol technician (BAT) certified to conduct such tests.

Section 32.10. Each employee shall execute medical releases when requested to do so by the Employer and/or substance abuse testing agency. Except as otherwise provided by state or federal law or with the permission of the employee, such releases shall only authorize the disclosure to the Employer of the employee's drug and alcohol test results and the employee's progress reports with regard to the employee's participation in a rehabilitation treatment program. However, in a grievance or other legal proceeding initiated by or on behalf of an employee involving the positive results of a substance abuse test, the Employer may disclose information obtained by it pursuant to this Article to the decision-maker(s) without a release from the employee.

Section 32.11. This Article is not to be utilized for criminal law enforcement purposes. However, nothing in this Article shall prevent criminal law enforcement investigation of illegal activity. For example, an employee charged with operating a motor vehicle under the influence of alcohol and/or drugs of abuse (OMVI) may be required to submit to testing as part of the criminal investigation and the procedures of this Article would not be applicable to that investigation. Furthermore, evidence derived in a criminal investigation, including drug and alcohol testing, may be used as evidence in a disciplinary proceeding.

Section 32.12. All employees shall receive at least two (2) hours of annual training covering alcohol and drug testing under this Article and the dangers of, and signs and symptoms associated with, substance abuse. Each employee shall receive and sign an acknowledgment of receipt of such information and the required training, annually.

Section 32.13. All supervisors shall receive at least two (2) hours of initial training upon implementation of this Article and two (2) hours of refresher training annually, thereafter, on the supervisor's role and responsibility in administering this program. The training shall include the signs and symptoms of substance abuse, documentation, confrontation and intervention methods, referral, and follow-up.

Section 32.14. Information regarding the effects of alcohol and controlled substance use on an individual's health, work and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs will be periodically provided to employees.

Section 32.15. All employees subject to this Article remain subject to all other policies, procedures, rules and regulations established by the Employer under its independent authority which are not inconsistent with the requirements herein. All employees also remain subject to all other relevant federal, state and local laws and regulations.

ARTICLE 33 MISCELLANEOUS

Section 33.1. In any instance where the Employer sends an employee for a medical test, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

Section 33.2. The OPBA will be allowed a bulletin board for official OPBA notices, to be located in the dispatch center. Political, obscene or insulting material shall not be posted.

Section 33.3. When attending in-service school or training away from the Employer's facility, employees shall be paid for their normal working hours and reimbursed for the cost of mileage to and from that school or training as determined by IRS pronouncements from time to time.

Section 33.4. While on duty, employees shall be entitled to reasonable time for meals. During this period, employees shall be readily available to answer calls.

Section 33.5. EAP/Fitness for Duty. Employees may be referred for mandatory participation in the Employee Assistance Plan (EAP) and/or fitness for duty examination. Referrals may be made as provided in Article 32 of this Agreement, except that referrals may be made for reasons other than suspicion of drug or alcohol use. All referrals hereunder shall be to an EAP, psychologist and/or physician designated by the Employer and shall be at the Employer's expense to the extent not covered by applicable health insurance. The Employer shall provide written notice to the OPBA of a mandatory referral.

In the event an employee is referred for a mandatory fitness for duty examination and is determined to be unfit to perform the essential functions of his or her duty by a psychologist and/or physician, the employee may be placed on unpaid medical leave status for a period of six (6) months after the exhaustion of all paid leave benefits. The employee shall have the option to attend the employee's private physician/psychologist at the employee's expense or as covered by applicable health insurance. The employee's private physician/psychologist may determine that the employee is eligible to return to duty upon written medical documentation provided to the Employer. In the event the Employer physician/psychologist and the employee's private physician/psychologist disagree, the Employer's physician/psychologist and the employee's private physician/psychologist shall mutually select a third neutral physician/psychologist to examine the employee. The third neutral physician/psychologist's determination shall be final and not subject to the grievance procedure.

Section 33.6. For all purposes set forth in this Agreement "Seniority" shall be defined as an employee's total length of uninterrupted continuous service with the Employer beginning January 4, 2014 plus prior full-time service as a dispatcher with Barberton, Norton or Copley to the extent that the employee had no break in service between working as a dispatcher for Barberton, Norton, or Copley and working as a dispatcher for the Employer.

Section 33.7. The OPBA recognizes the Employer's right to establish work rules, policies or procedures necessary to ensure the efficient operation of the Dispatch Center. The

Employer agrees that all work rules, policies or procedures shall be applied uniformly to all employees to whom such rules are directed. Work rules, except in cases of emergency, shall be provided by the Employer to the employee at least ten (10) days prior to those rules going into effect. Work rules, policies and procedures established by the Employer shall not violate the express terms of this Agreement.

Section 33.8. Should the Employer enter into discussions with any other political subdivision to provide dispatch services, the Employer shall keep the Union reasonably apprised of such discussions and shall notify the Union of any changes that may adversely affect any employee.

Section 33.9. Past Practices. The Employer's past practices shall remain in full force and effect during the life of this Agreement, except to the extent that such past practices are in conflict with and are superseded by the terms of this Agreement.

ARTICLE 34 LAYOFFS

Section 34.1. Members of the Bargaining Unit may be laid off for lack of funds, lack of work, or termination of the dispatch center and/or the department.

Section 34.2. In the event of a layoff situation, Members of the Bargaining Unit will be laid off in accordance with their departmental seniority (last hired, first laid off.)

Section 34.3. A Member of the Bargaining Unit who is laid off shall be subject to recall from the layoff for a period of fourteen (14) months. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by either text, email, or phone call and first class mail. An employee who refuses recall or does not report to work within fifteen (15) work days from the date the employee receives the recall notice shall be considered to have resigned his position and forfeits all right to employment with the Employer.

Section 34.4. A recall from layoff will be based upon departmental seniority (last laid off, first recalled.)

Section 34.5. Prior to full-time employees being laid off, all part-time, temporary, seasonal and/or casual employees shall be laid off first.

ARTICLE 35 DURATION OF AGREEMENT

This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective April 1, 2014 and shall remain in full force and effect until December 31, 2015. If either party desires to make any changes in the Agreement for any period subsequent to the expiration of this Agreement, written notice of such desire shall be given to the other party not

Your summary of benefits



Your Plan: Anthem Gold Blue Access PPO 1000/20%/3000

Your Network: Blue Access

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal contract of coverage. If there is a difference between this summary and the contract of coverage, the contract of coverage will prevail.

Covered Medical Benefits	Cost if you use an In-network Provider	Cost if you use an Out-of-network Provider
Overall Deductible <i>This is an embedded deductible plan. See notes section at the end of the document to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Retail Prescription Drug Coverage section.</i>	Member: \$1,000 For Family: \$3,000	Member: \$2,000 For Family: \$4,000
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section at the end of the document for additional information regarding your out of pocket maximum.</i> <i>For prescription drug, all cost shares count towards your plan's annual out-of-pocket limit.</i>	Member: \$3,000 For Family: \$6,000	Member: \$6,000 For Family: \$12,000
Doctor Home and Office Services		
Preventive care <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i>	Covered in full	40% coinsurance after deductible
Primary care visit to treat an injury or illness	\$25 copay	40% coinsurance after deductible
Specialist care visit	\$50 copay	40% coinsurance after deductible
Prenatal and post-natal care	20% coinsurance after deductible	40% coinsurance after deductible

Your summary of benefits



Covered Medical Benefits	Cost if you use an In-network Provider	Cost if you use an Out-of-network Provider
Doctor Home and Office Services (continued)		
Other practitioner visits:		
Retail health clinic	\$25 copay	40% coinsurance after deductible
On-line visit	\$25 copay	40% coinsurance after deductible
Chiropractor services <i>Limited to 20 visits across outpatient and other professional visits. Combined in-network and out-of-network.</i>	\$25 copay	40% coinsurance after deductible
Other services in an office:		
Allergy testing	\$25 copay	40% coinsurance after deductible
Chemo/radiation therapy	20% coinsurance after deductible	40% coinsurance after deductible
Hemodialysis	20% coinsurance after deductible	40% coinsurance after deductible
Prescription drugs	20% coinsurance after deductible	40% coinsurance after deductible

Your summary of benefits



Covered Medical Benefits	Cost if you use an In-network Provider	Cost if you use an Out-of-network Provider
Diagnostic Services Lab: Freestanding/Reference Labs Office Outpatient hospital	Covered in Full 20% coinsurance after deductible 20% coinsurance after deductible	40% coinsurance after deductible 40% coinsurance after deductible 40% coinsurance after deductible
X-ray: Office Freestanding radiology center Outpatient hospital	20% coinsurance after deductible 20% coinsurance after deductible 20% coinsurance after deductible	40% coinsurance after deductible 40% coinsurance after deductible 40% coinsurance after deductible
Advanced diagnostic imaging (for example, MRI/PET/CAT scans): Office Freestanding radiology center Outpatient hospital	20% coinsurance after deductible 20% coinsurance after deductible 20% coinsurance after deductible	40% coinsurance after deductible 40% coinsurance after deductible 40% coinsurance after deductible

Your summary of benefits



Covered Medical Benefits	Cost if you use an In-network Provider	Cost if you use an Out-of-network Provider
<p>Emergency and Urgent Care</p> <ul style="list-style-type: none"> Urgent care (office setting) Emergency room facility services Emergency room doctor and other services Ambulance (air and ground) 	<ul style="list-style-type: none"> \$50 copay \$200 copay and 20% coinsurance 20% coinsurance after deductible 20% coinsurance after deductible 	<ul style="list-style-type: none"> 40% coinsurance after deductible Same as In Network Same as In Network Same as In Network
<p>Outpatient Mental/Behavioral Health and Substance Abuse</p> <ul style="list-style-type: none"> Doctor office visit 	<ul style="list-style-type: none"> \$25 copay 	<ul style="list-style-type: none"> 40% coinsurance after deductible
<p>Facility visit:</p> <ul style="list-style-type: none"> Facility fees Doctor services 	<ul style="list-style-type: none"> 20% coinsurance after deductible 20% coinsurance after deductible 	<ul style="list-style-type: none"> 40% coinsurance after deductible 40% coinsurance after deductible
<p>Outpatient Surgery</p> <p>Facility fee:</p> <ul style="list-style-type: none"> Freestanding surgical center Hospital 	<ul style="list-style-type: none"> 20% coinsurance after deductible 20% coinsurance after deductible 	<ul style="list-style-type: none"> 40% coinsurance after deductible 40% coinsurance after deductible
<p>Doctor services:</p> <ul style="list-style-type: none"> Freestanding surgical center Hospital 	<ul style="list-style-type: none"> 20% coinsurance after deductible 20% coinsurance after deductible 	<ul style="list-style-type: none"> 40% coinsurance after deductible 40% coinsurance after deductible

Your summary of benefits



Covered Medical Benefits	Cost if you use an In-network Provider	Cost if you use an Out-of-network Provider
Hospital Stay (all inpatient stays including maternity, mental / behavioral health, and substance abuse) Facility fee (for example, room & board)	20% coinsurance after deductible	40% coinsurance after deductible
Doctor and other services	20% coinsurance after deductible	40% coinsurance after deductible
Recovery & Rehabilitation Home health care <i>Limited to 100 visits; limit does not apply to Physical, Occupational or Speech Therapy when performed as part of Home Health. Combined in-network and out-of-network.</i>	\$25 copay	40% coinsurance after deductible
Rehabilitation services (for example, physical/speech/occupational therapy): Office Outpatient hospital <i>Ltd 20 separate visits for Physical, Occupational & Speech Th & an addtl 20 visits each for autism speech therapy. Visit limits combined across outpt & other prof visits. Combined in-network and out-of-network. Visits per benefit Per .</i>	\$25 copay 20% coinsurance after deductible	40% coinsurance after deductible 40% coinsurance after deductible
Cardiac rehabilitation Office Outpatient hospital <i>Cadiac Limited to 36 visits across outpatient and other professional visits. Combined in-network and out-of-network.</i>	\$50 copay 20% coinsurance after deductible	40% coinsurance after deductible 40% coinsurance after deductible
Skilled nursing care (in a facility) <i>Limited to 150 combined days for Rehab and Skilled Nursing Facility. Combined in-network and out-of-network.</i>	20% coinsurance after deductible	40% coinsurance after deductible
Durable medical equipment & prosthetics	20% coinsurance after deductible	40% coinsurance after deductible

Your summary of benefits



Covered Prescription Drug Benefits	Cost if you use an In-network Provider	Cost if you use an Out-of-network Provider
<p>Retail Prescription Drug Coverage</p> <p><i>This plan uses a Anthem National Drug List. Drugs not on the list are not covered.</i></p> <p><i>Home Delivery copays are 2.5 times retail copays and select drugs are available for up to a 90 day supply.</i></p>		
<p>Drug tier 1 - Typically Generic</p>	<p>\$10 copay</p>	<p>50% coinsurance</p>
<p>Drug tier 2 - Typically Preferred / Formulary Brand</p>	<p>\$30 copay</p>	<p>50% coinsurance</p>
<p>Drug tier 3 - Typically Non-preferred/Non-formulary and Specialty Drugs</p>	<p>\$60 copay</p>	<p>50% coinsurance</p>
<p>Drug tier 4 - Typically Specialty Drugs</p>	<p>25% coinsurance</p>	<p>50% coinsurance</p>
<p>Drug tier 4 per-prescription maximum cost share</p>	<p>\$250</p>	<p>None</p>

Your summary of benefits



Covered Vision Benefits	Cost if you use an In-network Provider	Cost if you use an Out-of-network Provider
<p><i>This is a brief outline of your vision coverage. Not all cost shares for covered services are shown below. For a full list, including benefits, exclusions and limitations, see the combined Evidence of Coverage/Disclosure Form/Certificate. If there is a difference between this summary and either Evidence of Coverage/Disclosure form/Certificate, the Evidence of Coverage/Disclosure form/Certificate will prevail.</i></p> <p><i>Children's vision services count towards your out of pocket limit.</i></p>	<p><i>For children through age 18: Eye exams are covered once per benefit period. Eyeglass lenses and frames are covered once per benefit period. Contact lens benefit is available only if the eyeglass lens benefit is not used. There is a selection of frames and contact lenses that are covered under this plan. Review the formal contract of coverage or contact your vision provider for more information.</i></p>	<p><i>For covered services with a reimbursement amount, you will have no cost share up to that amount. All costs beyond the reimbursement amount are subject to balance billing.</i></p>
<p>Children's Vision Essential Health Benefits</p>		
<p>Vision exam</p>	<p>\$0 copay</p>	<p>\$30 reimbursement</p>
<p>Frames</p>	<p>\$0 copay</p>	<p>\$45 reimbursement</p>
<p>Lenses</p> <p>Single</p> <p>Bifocal</p> <p>Trifocal</p>	<p>\$0 copay</p> <p>\$0 copay</p> <p>\$0 copay</p>	<p>\$25 reimbursement</p> <p>\$40 reimbursement</p> <p>\$55 reimbursement</p>
<p>Elective Contact Lenses</p>	<p>\$0 copay</p>	<p>\$60 reimbursement</p>
<p>Non-Elective Contact Lenses</p>	<p>Covered in full</p>	<p>\$210 reimbursement</p>

Your summary of benefits



Covered Vision Benefits	Cost if you use an In-network Provider	Cost if you use an Out-of-network Provider
Adult Vision Essential Health Benefits		
Vision exam	Not covered	Not covered
Frames	Not covered	Not covered
Lenses		
Single	Not covered	Not covered
Bifocal	Not covered	Not covered
Trifocal	Not covered	Not covered
Elective Contact Lenses	Not covered	Not covered
Non-Elective Contact Lenses	Not covered	Not covered

Your summary of benefits



Covered Dental Benefits	Cost if you use an In-network Provider	Cost if you use an Out-of-network Provider
<p><i>This is a brief outline of your dental coverage. Not all cost shares for covered services are shown below. For a full list, including benefits, exclusions and limitations, see the combined Evidence of Coverage/Disclosure Form/Certificate. If there is a difference between this summary and either Evidence of Coverage/Disclosure form/Certificate, the Evidence of Coverage/Disclosure form/Certificate will prevail.</i></p> <p><i>Children's dental services count towards your out of pocket limit.</i></p>		
<p>Children's Dental Essential Health Benefits</p> <p>Diagnostic and preventive</p>	10% coinsurance after deductible	30% coinsurance after deductible
<p>Basic services</p>	40% coinsurance after deductible	50% coinsurance after deductible
<p>Major services</p>	50% coinsurance after deductible	50% coinsurance after deductible
<p>Medically Necessary Orthodontia services</p>	50% coinsurance after deductible	50% coinsurance after deductible
<p>Cosmetic Orthodontia services</p>	Not covered	Not covered
<p>Deductible (Applies to all services)</p>	Combined with Medical	Combined with Medical
<p>Out-of-Pocket Limit</p>	Combined with Medical	Combined with Medical
<p>Adult Dental Essential Health Benefits</p> <p>Diagnostic and preventive</p>	Not covered	Not covered
<p>Basic services</p>	Not covered	Not covered
<p>Major services</p>	Not covered	Not covered
<p>Deductible</p>	Not covered	Not covered
<p>Out-of-Pocket Limit</p>	Not covered	Not covered

Your summary of benefits



Your summary of benefits



Notes:

- All medical services subject to a coinsurance are also subject to the annual medical deductible.
- This plan has an embedded deductible which has a single and family deductible; the single deductible is embedded in the family deductible. The family deductible can be met by any combination of amounts from any/all covered family members but one member is required to meet the single deductible.
- If your plan includes a hospital stay copay and you are readmitted within 72 hours of a prior admission for the same diagnosis, your hospital stay copay for your readmission is waived.
- If your plan includes an emergency room facility copay and you are directly admitted to a hospital, your emergency room facility copay is waived.
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- Human Organ and Tissues Transplants require precertification and are covered as any other service in your summary of benefits.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge.
- Your copays, coinsurance and deductible count toward your out of pocket amount.
- In-network and out-of-network deductibles, copayments, coinsurance and out-of-pocket maximum amounts are separate and do not accumulate toward each other.
- Benefit period refers to both calendar year and plan year.
- Covered in Full (CIF) means you will not have to pay deductible, copayment and/or coinsurance cost shares up to the maximum allowable amount.
- Primary Care Physician (PCP) is a professional provider who is a practitioner who specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other professional provider as allowed by the plan.
- Specialty Provider (SCP) is a professional provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Limitations and Cost shares may vary by site of service. You should refer to your formal contract of coverage for details
- Elective Abortions, Acupuncture, Bariatric Surgery, Infertility treatment are not covered
- Covered in network Hospice services are covered in full, after applicable deductible has been met.
- Oral Chemo Mandate applies, and requires parity for cost shares for oral chemo drugs with intravenously administered/injected cancer medications.
- A specialist copayment is applicable to care provided by Specialist, excluding physical therapy in the office setting. General physicians, internist, pediatricians, OB/GYNs and geriatrics or other network provider as allowed by the plan.
- Covered dependents are covered through the end of the month in which the child attains age 26. At the Subscriber's request, eligibility will be continued past this Dependent age limit for an unmarried Dependent child until the end of the month in which the unmarried Dependent child reaches age 28.
- Certain diabetic and asthmatic supplies are covered subject to applicable prescription drug copayments/coinsurance when you get them from an In network pharmacy. These supplies are covered as medical supplies and durable medical equipment if you get them from an Out of network pharmacy. Diabetic test strips are covered subject to applicable prescription drug copayment/coinsurance.
- Hospital stay for maternity coverage will not be limited to less than 48 hours for a vaginal delivery or 96 hours for a caesarean section.

Your summary of benefits



- All medical and pharmacy deductibles, copayments and coinsurance apply toward the out of pocket maximum (excluding preventive services that meet the requirements of federal and state law received in network and Non Network Human Organ and Tissue Transplant (HOTT) Services).
- Wigs needed after cancer treatment is limited to one wig per occurrence per benefit period.
- Applied Behavior Analysis (ABA), Educational Testing, Individualized Education Program (IEP) for educational purposes is covered per new Ohio DOI Habilitative Services definition. ABA is limited to 20 hours/week for covered dependents from birth to age 21. Occupational therapy for autism is limited to 20 separate visits/year. Speech therapy for autism is limited to 20 visits/year.
- Covered private duty nursing visits rendered in the home are limited to 90 annual visits. Home health visits are limited to 100 visits per benefit period.
- Covered accidental dental services are covered up to \$3000 per accident.
- Covered 4th Tier specialty drugs obtained through home delivery are limited to a 30 day supply.
- All medical services subject to a coinsurance are also subject to the annual medical deductible with exception of facility emergency room charge.
- When using an in-network reference/Preferred lab in an office setting, some PPO products have diagnostic lab services covered in full. Review your Certificate of Coverage for more details.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".

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THANK YOU FOR
YOUR INTEREST IN
BLUE VIEW VISION!

This proposal outlines the basic components of the plan, including quick answers about what's covered and how we stand apart from the rest.



Proposal for Blue View VisionSM A3-10.10 For groups with 2-50 Employees

Focusing on the Health of Our Members

At Anthem Blue Cross and Blue Shield, we know the health of your business and the health of your employees are related. Vision exams can help lead to the early detection of major health problems before they become more serious. Chronic health conditions such as Diabetes are on the rise, so we clinically integrate* with our health plan to identify those who are at high risk. We are the first to initiate a program that enables two-way communication between our eye care providers and medical providers – so they are better informed – and our members can receive even better care.

* Member's health plan must include 360° Health®

Maintaining proper vision is not only good for your employees, but you benefit as well since:

- Uncorrected vision can decrease employee performance by as much as 20% ¹
- Even a slight vision problem can reduce workplace productivity by 10% and work accuracy by 40% ²
- More than 8 out of 10 employees want vision coverage as part of their health benefits, even though only 6 out of 10 even need vision correction ³

1. Vision Council of America, *Vision in Business*, 2007
2. "Vision in Business", Vision Council of America, July 2007
3. *Consumer Perceptions of Managed Vision Care*, Jobson Research, 2008

Going Beyond

Children's eyes are particularly susceptible to harmful ultraviolet light exposure. That's why we include the option of Transitions® lenses at no additional cost for children under the age of 19. And because kids tend to be a little rough on things, we also include the option of lightweight impact-resistant polycarbonate lenses for children under the age of 19 and scratch resistant coating on all standard lenses, all at no extra cost.

Access to a Diverse National Network

Blue View Vision's provider network is comprised of over 30,000 doctors at more than 25,000 locations nationwide, offering a generous mix of independent practitioners and marquee retail locations including 1-800 CONTACTS, LensCrafters®, Pearle Vision®, Sears OpticalSM, Target Optical®, and JCPenney® Optical. Having retail locations means your employees can take care of their vision needs outside their working hours.

Freedom of Choice

While benefits and savings are typically greater from in-network providers, members are free to visit an out-of-network provider. They have the option of receiving an eye exam from one provider and filling their prescription at another location. And with Blue View Vision, there are no frame tower restrictions so members can choose the eyeglass frame they like best.

Outstanding Customer Service

We are committed to providing the best service and support possible, setting ourselves apart with:

- Among the longest customer service hours in the industry, with extended evening and weekend hours
- Closed just three days a year!
- High service metric standards that are consistently met or exceeded

Additional Savings

Members can access special savings from in-network providers even after their benefits have been exhausted. They can enjoy unlimited savings on things like extra pairs of eyewear, and even non-covered items such as sunglasses and popular accessories.

Multi-line Carrier

Another great advantage we can offer is the power of packaging multiple product lines, such as health and vision. This allows for the convenience of one bill, one ID card, and one point of contact.

Accepted on behalf of Group

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Print Name

Signature

Date

The frame allowance or discounts associated with this vision plan may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Members may submit an out-of-network claim for reimbursement on such frames up to the scheduled amount indicated in the members benefit summary/certificate of coverage. Discounts are subject to change without notice.

This information is intended to be a brief outline of plan benefits. The most detailed description of benefits, exclusions, and restrictions can be found in the Certificate of Coverage.

PROPOSED BLUE VIEW VISION PLAN DESIGN

VISION PLAN BENEFITS

Routine eye exam once every calendar year

Eyeglass frames

Once every calendar year members may select an eyeglass frame and receive an allowance toward the purchase price

Eyeglass lenses (Standard)

Once every calendar year members may receive any one of the following lens options:

- o Standard plastic single vision lenses (1 pair)
- o Standard plastic bifocal lenses (1 pair)
- o Standard plastic trifocal lenses (1 pair)

Eyeglass lens enhancements

When obtaining covered eyewear from a Blue View Vision provider, members may choose to add any of the following lens enhancements at no extra cost.

- o Transitions Lenses (for a child under age 19)
- o Standard Polycarbonate (for a child under age 19)
- o Factory Scratch Coating

Contact lenses once every calendar year

Instead of eyeglass lenses, an allowance toward the cost of a supply of contact lenses may be chosen.

- o Elective Conventional Lenses; or
- o Elective Disposable Lenses; or
- o Non-Elective Contact Lenses

Contact lens allowance can only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases made during the same benefit period, nor can any unused amount be carried over to the following benefit period.

IN-NETWORK	OUT-OF-NETWORK
\$10 copay, then covered in full	\$42 allowance
\$130 allowance, then 20% off any remaining balance	\$45 allowance
\$10 copay, then covered in full	\$40 allowance
\$10 copay, then covered in full	\$60 allowance
\$10 copay, then covered in full	\$80 allowance
\$0 after eyeglass lens copay	No allowance on lens enhancements when obtained out-of-network
\$0 after eyeglass lens copay	
\$0 after eyeglass lens copay	
\$130 allowance, then 15% off any remaining balance	\$92 allowance
\$130 allowance (no additional discount)	\$92 allowance
Covered in full	\$210 allowance

OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS

In-network Member Cost (after any applicable copay)

Retinal Imaging	o At member's option can be performed at time of eye exam	Not more than \$39
Eyeglass lens upgrades When obtaining eyewear from a Blue View Vision provider, members may choose to upgrade their new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.	<ul style="list-style-type: none"> o Transitions lenses (Adults) o Standard Polycarbonate (Adults) o Tint (Solid and Gradient) o UV Coating o Progressive Lenses <ul style="list-style-type: none"> o Standard o Premium Tier 1 o Premium Tier 2 o Premium Tier 3 o Anti-Reflective Coating <ul style="list-style-type: none"> o Standard o Premium Tier 1 o Premium Tier 2 o Other Add-ons and Services 	<ul style="list-style-type: none"> \$75 \$40 \$15 \$15 \$65 \$85 \$95 \$110 20% off retail price 40% off retail price 20% off retail price
Additional Pairs of Eyeglasses Anytime from any Blue View Vision network provider	<ul style="list-style-type: none"> o Complete Pair o Eyeglass materials purchased separately 	<ul style="list-style-type: none"> 40% off retail price 20% off retail price
Eyewear Accessories	o Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price
Contact lens fit and follow-up Available following a comprehensive eye exam	<ul style="list-style-type: none"> o Standard contact lens fitting o Premium contact lens fitting 	<ul style="list-style-type: none"> Up to \$55 10% off retail price
Conventional Contact Lenses	o Discount applies to materials only	15% off retail price

ADDITIONAL SAVINGS AVAILABLE THROUGH OUR SPECIAL OFFERS PROGRAM

Members can take advantage of savings opportunities from dozens of vendors on a variety of products and services, including LASIK vision surgery, hearing services and aids, wellness products, weight loss programs, fitness memberships, elder care services, 1-800 CONTACTS* and much more.

*Discount cannot be used in conjunction with covered benefits

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August 13, 2015

**VIA EMAIL jeffperryba@sbcglobal.net
AND REGULAR MAIL**

Jeff Perry
Business Agent
Ohio Patrolmen's Benevolent Association
10147 Royalton Road, Suite J
P.O. Box 338003
North Royalton, Ohio 44133

**Re: Southwest Summit Regional Council of Governments and Ohio Patrolmen's
Benevolent Association**

Dear Mr. Perry:

Enclosed herewith please find for signature the finalized agreement between Southwest Summit Regional Council of Governments and the Ohio Patrolmen's Benevolent Association. This is the final version of the draft agreement previously forwarded to you.

You have raised the issue with me relative to the change in health insurance carriers from Medical Mutual of Ohio to Anthem that occurred earlier this year. I have discussed this issue with my client and SWSCOM was and remains of the opinion that it acted absolutely correctly in this matter. Given the disclosures made to the representatives of the bargaining unit in question, the multiple meetings, and the representatives involvement in selection of that Anthem plan, SWSCOM believes the Anthem plan was correctly selected and implemented. For that reason, SWSCOM believes that the appropriate medical plan was and remains the one that is evidenced by Appendix A to the agreement (which is the plan that was in place with Anthem as of early in 2015).

SWSCOM desires to proceed according to the terms of the agreement and pay the retroactive compensation. Please advise as to the union's position with respect to this matter.

Very truly yours,

ROETZEL & ANDRESS, LPA



Paul L. Jackson

PLJ/pamk
Enclosure
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