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AGREEMENT

BETWEEN

NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(SECURITY OFFICERS)

Effective July 1, 2015 through June 30, 2018

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AGREEMENT

ARTICLE 1 PURPOSE

This Agreement is a Collective Bargaining Agreement between the Northeast Ohio Regional Sewer District (hereinafter referred to as the "District") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "Union" or "OPBA") who have, through good-faith negotiations reached certain agreements regarding the relationship of the District and the Security Officers of the District. The male pronoun or adjective where used herein refers to the female, unless otherwise indicated. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees to participate through Union representation in the establishment of the policy of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2 RECOGNITION

- 1) The Union is recognized as the sole and exclusive bargaining representative of the employees in the bargaining unit for the purpose of establishing wages and terms and conditions of employment. The Union's exclusive bargaining unit shall include all of the employees in the following job classification and the District will not recognize any other union, organization or person as the representative for any employees within such classification: Security Officer.
- 2) The District and the Union are committed to providing equal employment opportunities for all persons regardless of race, color, ancestry, national origin, language, religion, citizenship status, sex, age, marital status, sexual preference or orientation, gender identity/expression, military/veteran status, disability, genetic information, membership in a collective bargaining unit, status with regard to public assistance, and political affiliation, or on the basis of association with an individual that falls into a protected category.
- 3) Equal opportunity extends to all aspects of the employment relationship, including but not limited to hiring, transfers, promotions, training, terminations, working conditions, compensation, benefits, and other terms and conditions of employment.
- 4) The District recognizes the right of all employees and all applicants for employment to be free to join the Union. Therefore, the District agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the District against any employee or applicant for employment because of Union membership.

ARTICLE 3 MANAGEMENT RIGHTS

- 1) The Union recognizes the District as the body of authority solely vested with the right to run the District. It shall have the right to take any action it considers necessary and proper to

effectuate any management policy, expressed or implied, except as expressly limited under the is Agreement. Nothing in this Article shall be construed to restrict or to limit any management authority. The District has no duty to bargain over its decision or to the effects of such decision.

2) Except as limited by the express language of this Agreement, Management Rights includes, but is not limited to:

- (A) To manage and direct employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, or reprimand, suspend, discharge or discipline for just cause;
- (B) To manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed;
- (C) to determine the manner in which the work is to be processed or to be subcontracted to outside independent companies;
- (D) To determine the District's goals, objectives, programs and services" and to utilize personnel in a manner determined by the District to effectively and efficiently meet those purposes;
- (E) to determine the size and composition of the work force in each department's organizational structure, including the right to lay off employees from duty, or to transfer employees among District sites or between jobs;
- (F) to promulgate and enforce reasonable work rules, District orders, policies and procedures;
- (G) to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty;
- (H) to determine the number of shifts required and work schedules;
- (I) to determine when a vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- (J) to determine overtime and the amount of overtime required;
- (K) to determine the District's budget and uses thereof;
- (L) to determine the security of personnel records and other pertinent records;
- (M) to determine the location of computers and other facilities and equipment of the District;

- (N) to determine the conduct and performance expected of an employee in an emergency situation; and
 - (O) To do all things appropriate an incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the administration.
- 3) Unless otherwise restricted by the express term of this Agreement, all nights are exclusively reserved by the District. Further, the exercise of any enumerated or reserved Management Rights shall not be the subject of negotiations during the term of this Agreement, either with respect to the decision or its effects.

**ARTICLE 4
UNION SECURITY AND CHECK-OFF**

- 1) All employees in the bargaining unit covered by this Agreement who are members of the Union on the date the Agreement is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this Agreement, continue to pay Union dues as determined by the OPBA, and the District will not honor dues deduction (check off) revocations from any such employee except as provided herein.
- 2) The District shall deduct regular monthly dues from the pay of the employees in the bargaining unit covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. An employee shall have the right to revoke such Union membership and authorization by giving written notice to the District and the Union.
- 3) All employees who do not become members in good standing of the Union or who revoke membership in the Union shall pay a fair share fee to the Union effective ninety (90) days from the employee's date of hire. The fair share fee amount shall be certified to the District by the Treasurer of the OPBA. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be in accordance with the regular dues deductions as provided herein.
- 4) The District shall deduct Union dues on the first payday of each month from all employees who are members of the Union or who pay a fair share fee, but if an employee's pay for that period is insufficient to cover Union dues, the District will make deductions from the pay earned during a subsequent period.
- 5) All deductions under paragraph 4, accompanied by an alphabetical list of all employees from whom deductions have been made, shall be transmitted to

the OPBA no later than the fifteenth (15th) day following the pay date on which the deduction is made, and upon receipt, the OPBA shall assume full responsibility for the disposition of all funds deducted.

- 6) The District's obligation to make deductions shall terminate automatically upon termination of employment or transfer to a job classification within another recognized bargaining unit.
- 7) The Union shall indemnify and save the District harmless from any action growing out of deductions hereunder and commenced by an employee against the District for complying with any of the provisions of this section. The Union shall assume full responsibility for the disposition of all funds.

ARTICLE 5 REPRESENTATION

- 1) The District will recognize, for the purpose of Union representation, the right of the Union to select bargaining committee negotiators, an OPBA Director, an alternate Director and three (3) Committee members to represent employees. The alternate Director shall act as OPBA Director in the absence of the OPBA Director. The OPBA shall be responsible for assigning the Director, alternate Director or a Committeeperson to each facility. The OPBA shall assign one individual (from among the OPBA Director, Alternate Director and Committeepersons) per facility to represent its members.
- 2) If it is necessary to leave the plant for authorized Union business, the Union representative will sign out in a log book provided at a designated plant location after first obtaining authorization from his supervisor. Such authorization shall not be unreasonably withheld.
- 3) The Union shall furnish the District with a list of the OPBA Director, Alternate Director, and Committeepersons and shall promptly notify the District, in writing, of any changes therein.
- 4) Committeepersons must work at a plant which they represent and shall not regularly function as a Union representative elsewhere. Provided that if one representative is unavailable for any reason, another representative may fill in from another location.
- 5) No Union meetings or other Union activities shall take place during working hours without prior approval of the District. A steward may discuss a grievance with any employee and supervisor only after being requested in accordance with the grievance procedure.

ARTICLE 6 DISCIPLINE

- 1) An employee who is disciplined shall be provided written notification via certified mail, return receipt requested, or hand delivery and the District shall notify the OPBA staff attorney via hand delivery or email stating the reason for the disciplinary action within fourteen (14) calendar days after the District has knowledge of the incident. In case of suspension or discharge the

employee shall have the right to have the OPBA Director or alternate Director present, and if he so requests shall be promptly granted an interview, in a place provided by the District, with the OPBA Staff attorney before he is required to leave the plant.

- 2) In imposing a discipline on a current charge, the District will not take into account any prior infractions which occurred more than two (2) years previously.
- 3) Discharges may be appealed beginning at STEP 3 of the grievance procedure.

ARTICLE 7 GRIEVANCE PROCEDURE

1) It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the District. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the District or the Union which tend to impair or weaken the grievance procedure are improper.

2) A grievance is a dispute or difference between the District and the Union, or between the District and the employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including any and all disciplinary actions.

3) Any employee having a complaint shall first discuss the problem with the Sergeant or his designee. The employee shall request his supervisor to call the OPBA Director or Committee person. If the problem is not settled to the employee's satisfaction, the employee may file a grievance through the following procedure:

STEP 1: The grievance shall be reduced to writing within fourteen (14) calendar days after the event giving rise to such grievance or within fourteen (14) calendar days of the date the grievant could reasonably be expected to have knowledge of the grievance. The grievance shall be dated and signed by the employee and the OPBA Director and shall set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of occurrence and the relief or remedy requested). The OPBA Director shall present the grievance to the Lieutenant. The Lieutenant shall meet promptly with the OPBA Director and the employee to resolve the grievance, but in no event later than fourteen (14) calendar days after the grievance was presented. The Lieutenant shall give a written answer to the OPBA Director and the grievant within fourteen (14) calendar days after the meeting.

STEP 2: If the employee's grievance is not satisfactorily settled in STEP 1, the grievance shall, within fourteen (14) calendar days after receipt of STEP 1 answer be appealed to the Chief of Security (or his designee). The Chief of Security (or his/her designee) shall promptly meet with the OPBA Director to resolve the grievance but in no event later than fourteen (14) calendar days after the grievance was presented. The Chief of Security (or his/her designee) shall give a written answer to the OPBA Director, OPBA Staff attorney and Grievant within fourteen (14) calendar days after the STEP 2 meeting. The Grievant may participate at Step 2 of the Grievance Procedure with no loss in pay. The employee

shall participate only with respect to his/her individual grievance, and will be released to participate in that grievance only for the time period that the grievance is being considered.

STEP 3: If the grievance is not satisfactorily settled at STEP 2, the Union may, fourteen (14) calendar days after receipt of the STEP 2 answer, appeal the grievance in writing to the Director of Human Resources of the District (or his/her designee). The Director of Human Resources (or his/her designee) shall promptly meet with the OPBA Director and OPBA staff attorney to resolve the grievance but in no event later than fourteen (14) calendar days after the grievance is presented.

STEP 4: If the grievance is not satisfactorily settled at STEP 3, the Union may, within sixty (60) calendar days after receipt of the STEP 3 answer, submit the grievance to final and binding arbitration by notifying the Federal Mediation and Conciliation Service (FMCS) with a copy to the District, to submit a panel of seven (7) arbitrators and the arbitrator shall then be chosen by an alternate strike method. The fees and expenses of the arbitrator shall be borne equally by the Union and the District. Furthermore, the aggrieved employee, the OPBA Director, and any witness shall not lose any regular straight-time pay for scheduled workdays as required by the arbitrator while attending the arbitration proceedings.

4) In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. In reaching his decision, the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case.

5) The decision of the arbitrator shall be forwarded to the Northeast Ohio Regional Sewer District Board of Trustees for final action on behalf of the District.

6) All pre-arbitration grievance settlements reached between the District and the Union shall be final, conclusive and binding on the District, the Union and the employee(s). Provided, that a grievance may be withdrawn by the Union at any time and the withdrawal of the grievance shall not be prejudicial to the positions taken by the parties as they relate that grievance or any other grievance.

7) All time periods will be governed by receipt/sending of written documents as set forth in this Agreement. Telephonic, electronic, or other communications are unacceptable to trigger/fulfill the written notification requirements set forth in the grievance procedure; however, the parties may agree on email notification as mutually agreeable between the parties. The time limits set forth in the grievance procedure may be extended by mutual written agreement of the District and the Union.

8) A policy grievance may initially be presented at the third step of the grievance procedure.

**ARTICLE 8
UNION VISITATION**

1) The OPBA staff attorney shall be permitted to enter the District's premises during working hours upon prior approval of the District.

**ARTICLE 9
UNION BULLETIN BOARD**

1) The Union may provide the District with locking bulletin boards which the District will hang at mutually selected locations for the purpose of posting Union notices. All bulletin board notices of the Union shall bear the signature of an official of the Local Union. Such notices shall be restricted to:

- (A) Notice of Union meetings;
- (B) Union elections and results;
- (C) Union appointments;
- (D) Union recreational and social affairs; and
- (E) Employment notices.

2) The District Executive Director may request the removal of any notice which is believed to be in violation of this paragraph. Such requests will be provided, in writing, to the Union by the Director.

**ARTICLE 10
PROBATIONARY PERIOD**

1) A new employee shall be hired on a probationary period status for a period of ninety (90) calendar days. During the probationary period, the District shall have the sole right to discipline or terminate any probationary employee, and such discipline or termination shall not be subject to the provisions of the grievance procedure contained in this Agreement. New employees shall not be permitted to bid on jobs under the provisions of this Agreement for nine (9) months, unless there are no qualified District employees who have bid the job and the position would have been filled by a new hire.

2) During the probationary period, employees shall have no seniority under this Agreement.

3) If an employee whose employment terminated for any reason whatsoever is rehired, he shall be considered a new employee and subject to the provisions of Section 1 of this Article.

4) An employee shall have no seniority for the probationary period provided in Section 1, but upon completion of the probationary period seniority shall be retroactive to the date of hire.

Seniority shall be defined as the length of time an employee has been employed in the bargaining unit.

5) Seniority shall be broken (or terminated) when an employee:

(A) Quits or resigns;

(B) Is discharged for just cause;

(C) Is laid off or on a leave of absence for any reason for a period of more than twenty-four (24) consecutive months, except in the event of a Workers' Compensation leave, in which case, the period shall be thirty-six {36} consecutive months;

(D) Is absent without leave for three (3) consecutive workdays and fails to give proper excuse or notice of the reasons for such absence, unless the failure to give notice was beyond the reasonable control of the employee;

(E) Fails to report for work when recalled from layoff within ten (10) calendar days after the District sends notice by certified mail to the last known address provided by the employee;

(F) Leaves this bargaining unit. When an employee leaves the bargaining unit to work elsewhere in the District, the employee shall retain his/her seniority rights until the employee satisfactorily completes his/her probationary period. Once the employee satisfactorily completes his/her probationary period, the employee shall have no seniority rights with respect to the bargaining unit.

6) The District shall maintain a current seniority list and make the list available for inspection by members of the Union. The District will provide the Union with a seniority list of all employees within the bargaining unit within thirty (30) calendar days after signing of this Agreement. The seniority list shall contain the name, job classification, and seniority date of all employees in the bargaining unit. Thereafter, the District will provide the Union with an up-to-date seniority list as of March 31, and September 30 of each calendar year.

ARTICLE 11 TEMPORARY ASSIGNMENTS

1) The District shall avoid the scheduling of temporary assignments whenever possible. In the event it is necessary to schedule temporary assignments, said temporary assignment shall not exceed thirty (30) days except: (1) to fill a vacancy caused by an employee being on sick or other approved absence; (2) to provide vacation relief scheduling; (3) to fill an opening temporarily pending permanent filling of such openings; or 4) to meet an emergency situation. An employee shall be allowed to refuse a temporary assignment, provided, however, temporary assignments shall be offered to the next qualified employee(s) in succession, and the least senior qualified must accept the transfer.

**ARTICLE 12
VACANCIES**

- 1) When a Security Officer position is vacated, the Security Officer - Floater will be provided with the option of transferring into that position from the Security Officer-Floater position not-with-standing the provisions in this Article.

- 2) All lateral vacancies may be filled without bidding. All positions filled in the previous one-year period (November 2nd through November 1st) shall be posted on or before November 1 of each year. The notice shall contain the job classification title, rate of pay, plant, and job description. The Employer shall fill these positions on or before January 1st using the following bid procedure. Between November 1 and November 15, the Employer shall accept a list of preferences for positions throughout the District from each employee. Each employee shall list his or her top five (5) position preferences, and each position shall indicate job and location (e.g., Crew I at Southerly). The Employer shall fill the new positions filled in the previous year and any other vacancies resulting from the filling of those positions based on seniority and the list of preferences provided to the Employer. In applying the terms of this Paragraph, employees who occupy positions other than those filled in the previous year cannot be bumped by seniority if the employee wishes to remain in his or her current position.

**ARTICLE 13
ROTATION**

- 1) The District reserves the exclusive right to rotate employees to other District locations on a regular or semi-regular basis, or, when deemed prudent by management, at irregular intervals. Notwithstanding, all rotations shall be based upon a legitimate business purpose. The District also reserves the exclusive right to reassign security personnel to other shifts at the same location on a regular or semi-regular basis, at the discretion of management. Employees employed by the District prior to January 1, 1982, will not be subject to the provision stated above with respect to rotation to other locations. Such provisions shall apply to all employees hired after the date of execution of this Agreement. In rotating personnel, the District will use its best efforts to avoid changing the shifts of the affected employees.

- 2) Security Officers will not be required to rotate into the Security Officer – Floater position

**ARTICLE 14
REASSIGNMENT**

- 1) The District reserves the right to reassign employees from one location to another when management deems it prudent to avoid a disciplinary problem. This right of management shall not be exercised unless the Manager of Security and/or Chief of Security have reason to believe such reassignment is necessary to avoid disciplinary action, nor shall management use such right to avoid the restrictions on location assignment stated in Article 13 of this Agreement for those employees so employed as of the date of execution of this Agreement. An employee reassigned under this paragraph may not laterally transfer to his/her previous worksite within ninety (90) days. If an employee is involuntarily moved as a consequence of a reassignment under this

paragraph, that employee shall have first choice to return to his/her previous worksite before that position is bid.

ARTICLE 15 LAYOFFS

- 1) Whenever it is necessary to reduce the working force, the District shall lay off employees, based on seniority, in the following order.
 - (A) Part-time or seasonal employees who have not completed their probationary period and co-op students;
 - (B) Part-time or seasonal employees who have completed their probationary period;
 - (C) Regular full-time employees who have not completed their probationary period; and
 - (D) Regular full-time employees who have completed their probationary period.
- 2) Regular full-time employees shall be given a minimum of two (2) weeks advance written notice of layoffs indicating the circumstances which make the layoff necessary, except where emergency conditions prevail, and the Union shall receive a copy of all such layoff notices.
- 3) In the event an employee is laid off, he may, upon request, receive payment for earned, but unused: vacation as quickly as possible, but not later than fifteen (15) days after the layoff.

ARTICLE 16 RECALLS

- 1) Employees shall be recalled to their classification in the reverse order of layoff. An employee on layoff will be given ten (10) calendar days' notice to report to work from the date on which the District sends the recall notice to the employee by certified mail (to his last known address as shown on the District's records). The District will maintain a list of those employees who are laid off for a period of two (2) years.

ARTICLE 17 HOURS OF WORK

- 1) Security Officers will be assigned to rotating shifts when designated by supervision and subject to provisions of Article 36 Shift Premium. Security Officers on rotating shifts shall be subject to Article 19, Section 2. All promoted and newly-hired Security Officers will be subject to shift work.

**ARTICLE 18
LUNCH PERIOD**

- 1) Employees working a regular eight (8) hour or twelve (12) hour workday shall be allowed not less than thirty (30) minutes for a scheduled lunch period.
- 2) The lunch period for Security Officers shall not be separate from their work period, but shall be taken during their regular eight (8) hour or twelve (12) hour shift.

**ARTICLE 19
HOURS OF WORK**

- 1) Shift work has been designated in recognition that certain operations of the District must be maintained on a continuous twenty-four (24) hour basis. Therefore, it shall be the policy of the District to schedule the hours of work of shift personnel so as to equitably distribute the number of hours worked and the holidays worked by the employees. At the Administration Facility, Security will be required from 5:30 a.m. to 9:00 p.m., fifteen (15) hour period, Monday through Friday, except where building hours are adjusted for special projects, meetings, etc.
- 2) The following are the hours of work for Security Officers. Any changes made during the life of this Agreement will be reflected in Section 2.1 of the NEORSD Security Officers Standard Operating Procedures:

(A) Administration Building

Day Shift: 5:30 a.m. to 1:30 p.m.

Afternoon Shift: 1:00 p.m. to 9:00 p.m.

The normal work period shall be Monday through Friday followed by two (2) days off.

(B) WWTPs (Shift Coverage)

Night Shift: 6:00 p.m. (previous calendar day) to 6:00 a.m. (calendar day)

Day Shift: 6:00 a.m. to 6:00 p.m.

Following rotation according to 12-hour Shift Schedule, four (4) crews, 24-hour coverage, and seven (7) days per week. The normal schedule rotation shall be a 48-hour/36-hour bi-weekly schedule.

(C) WTTPs (Day Officer)

Normal Hours: 8 a.m. to 4:00 p.m. Monday through Friday followed by two (2) days off.

(D) **EMSC**

Normal Hours: 7 a.m. to 3:00 p.m. Monday through Friday followed by two (2) days off.

(E) **Construction Gates**

Normal Hours: 6:00 a.m. to 2:00 p.m. Monday through Friday followed by two (2) days off.

(F) **Floater**

The Floater schedule will vary to provide shift coverage as needed throughout all District facilities, and throughout all other areas of coverage within the scope of the District's responsibility for protective services.

Security management will make every effort to coordinate the Security Officer – Floaters schedule a week in advance but no later than twenty-four (24) hours before the start of the first shift unless otherwise agreeable by the Floater.

Unless otherwise scheduled and notified by management, the Security Officer – Floater will work at Southerly, Monday through Friday from 8:00am to 4:00pm.

- 3) No Security Officer shall work more than eighteen (18) hours in a 24-hour period, unless authorized to do so by a person in the Security chain of command.
- 4) The Security Officer – Floater shall have a minimum of nine (9) hours between shifts unless mutually agreeable by the Floater and Security management.
- 5) The shift worker is only properly relieved when his shift is over, his replacement has punched in, reported to his work station, and is in uniform.
- 6) Should the relief take place more than six (6) minutes after the scheduled shift change, the employee staying over shall be entitled to time and one-half (1 ½) for the period he stays to the nearest one-tenth (1/10) hour and his relief shall be adjusted according to the work rules on tardiness and subject to disciplinary action.
- 7) In the event of unexcused absence, excessive tardiness or other unforeseen circumstances, the supervisor shall make any necessary plans for relief depending on the prevailing circumstances.
- 8) Employees will punch in at their assigned units.

ARTICLE 20
OVERTIME - PREMIUM PAY

- 1) All employees in the job classification covered by this Agreement shall receive time and one-half (1 ½) their regular rate of pay for all hours worked in excess of forty (40) hours during the forty-eight (48) hour week, and thirty-six-(36) hours during the thirty-six (36) hour week.
- 2) All employees in the job classification covered by this Agreement shall receive time and one-half (1 ½) their regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day during the period of the start of his shift to the beginning of the next shift for employees scheduled to work eight (8) hours, or for all hours worked in excess of twelve (12) hours in one (1) day during the period of the start of his shift to the beginning of the next shift.
- 3) Security Officer - Floaters shall receive time and one-half (1 ½) their regular rate of pay for all hours worked in excess of forty (40) hours in a work-week.
- 4) All employees in the job classification covered by this Agreement shall receive time and one-half (1 ½) their regular rate of pay for all hours worked on holidays.
- 5) All paid holiday hours and paid vacation hours shall be counted as hours worked for the purpose of computing overtime.
- 6) There shall be no pyramiding of overtime or other premium pay compensation.

ARTICLE 21
EQUALIZATION OF OVERTIME

- 1) The District shall be the sole judge of the necessity of overtime and shall attempt to equalize overtime whenever possible in order to maintain the efficiency of the wastewater treatment facilities. When there is schedule overtime, management will notify employees seven (7) days ahead, if possible. An employee who has been inadvertently bypassed shall be entitled to be called first on the next available overtime. It shall be the responsibility of the affected employee to inform supervision immediately that he has been bypassed.
- 2) The District shall create and maintain a District-wide overtime list to be used to obtain coverage when the Officers at a facility are not available. The list will be set by seniority. The District-wide list and the facility list shall be two (2) separate lists.
- 3) The Security Officer – Floater position will provide coverage for open shifts, up to a maximum of forty (40) hours within a week. After the fulfillment of forty (40) hours, the District will fully engage and utilize the “Equalization of Overtime” list.

**ARTICLE 22
JOB DESCRIPTIONS AND JOB CLASSIFICATIONS**

1) The District agrees to provide the Union with copies of job descriptions for all job classifications in the bargaining unit.

**ARTICLE 23
LEAVES OF ABSENCE**

1) In addition to those benefits provided herein, all employees covered by this Agreement shall be entitled to the leaves set forth in the District's Employee Handbook issued on April 1, 2012. The leave policies shall remain in place during the life of the Agreement.

2) The District understands the impact death can have on an individual and a family; it creates a very difficult time. To ensure employees are able to grieve their loss and attend to important family matters, the District has adopted the following guidelines for bereavement.

(A) Eight (8) hour shift employees are entitled to up to forty (40) hours of paid bereavement leave and twelve (12) hour shift employees are entitled to up to thirty-six (36) hours of paid bereavement leave for the loss of a spouse, mother, father, stepparent, child, step-child, or persons to whom they stand in loco parentis or who stood in loco parentis to them.

(B) Eight (8) and twelve (12) hour shift employees are entitled to up to twenty-four (24) hours of paid bereavement leave for the loss of a brother, sister, half-brother, half-sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any relative residing with the employee (proof of residency required).

(C) Eight (8) hour shift employees are entitled to up to eight (8) hours of paid bereavement leave and twelve (12) hour shift employees are entitled to up to twelve (12) hours of paid bereavement leave for the loss of an uncle, aunt, first cousin, niece or nephew.

3) To be eligible for bereavement leave, employees must provide the District with a written request on a form supplied by the District.

4) The District recognizes the occasional need for additional bereavement leave. In the event that an employee requires bereavement leave in addition to the time set out above, employees may utilize any and all accumulated unused leave with the approval of their supervisor/manager. Once these paid leaves are depleted, employees may request an unpaid leave.

5) Verbal or telephone requests for extended funeral leave shall be permitted, provided the employee gives at least twenty-four (24) hours advance notice (unless special circumstances preclude such notice, in which case notice must be provided at least one (1) hour before the start of employee's scheduled shift).

6) Union Leave. Upon a seven (7) day advance written request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. The granting of such leave will be based upon operational needs of the employee's department, not to exceed ninety (90) calendar days unless renewed.

7) Sick Leave. No paid sick leave shall be granted unless the District is notified of the illness no later than one (1) hour prior to the employee's scheduled starting time on each day of the absence, unless such absence is for a definite period of time, and the District has been notified thereof.

8) An absence of less than one (1) full day to visit a doctor or dentist shall be compensated provided that the employee obtains prior approval from the District, and further provided that such absences will be deducted from the fifty-six (56) hours to which the employee is entitled.

ARTICLE 24 HOLIDAYS

1) In addition to the following, all employees covered by this Agreement shall be entitled to the Holiday Pay set forth in the District's Employee Handbook issued on February 2, 2015.

2) All 12-hour shift employees will be entitled to four (4) hours of holiday pay for each of the named holiday(s).

3) To be eligible for holiday pay, excluding personal holidays, an employee must have worked his/her last scheduled work day prior to said holiday and his/her first scheduled work day following the holiday unless excused because of illness, injury, bereavement leave or jury duty.

4) A 12-hour shift employee requesting to be off work on a named holiday will receive four (4) hours of his/her regular rate if such request is approved. The employee must use eight (8) hours of vacation or Personal Day time to receive a full day's compensation.

5) The Personal Day holiday must be taken with appropriate advance notification and consistent with operations. The scheduling of these holidays must be approved by the supervisor and the employee must notify his supervisor of his intention to take his Personal Holidays at least forty-eight (48) hours in advance thereof.

6) All 12-hour shift employees will receive twenty-four (24) hours of Personal Holiday time, to be taken in a minimum of one (1) hour increments, subject to the notice and approval provisions of section 5 of this Article.

7) Personal Holidays are not cumulative and must be taken during the applicable payroll year or they will be forfeited.

**ARTICLE 25
VACATIONS**

- 1) Except as provided herein, all employees covered by this Agreement shall be entitled to the Vacations set forth in the District's Employee Handbook issued February 2, 2015.
- 2) All vacations shall be granted and taken at such time as shall be mutually agreeable to the employee and the Chief of Security insofar as possible. Where they are unable to agree, the decision of the Chief of Security shall govern, unless an employee selects his vacation in the month of January; then the employee's selection shall govern. The division head may permit the vacation to be taken on other than consecutive days. The Chief of Security shall annually prepare a vacation schedule so devised as to cause minimal interference with normal operations. In the event of a conflict between employees in regard to vacation time, seniority shall control. Lists shall be provided so employees may give their preference according to seniority. For vacation requests made during the year, other than in the month of January, the Employer shall undertake a good-faith effort to notify an employee as to whether his vacation request has been granted within one (1) week of his request.

**ARTICLE 26
CALL-IN PAY**

- 1) An employee who is called in to work at the time when he is not regularly scheduled for work shall receive a minimum of three (3) hours pay at time and one-half (1 ½) his hourly rate, or an opportunity to work four (4) hours minimum at time and one-half (1 ½).
- 2) The District will pay employees three (3) hours minimum at their regular rate for being on call. "On call" is defined as a period during which the employee is scheduled to come in to work a very short period of time. (For example, being scheduled for paid meetings or training on an off day, or being scheduled to come in outside of a regular shift for additional work.) On-call pay does not apply in situations where the work in question is performed immediately before or after the employee's regular work hours.
- 3) The Security Officer – Floater will not be eligible for Call-In Pay.

**ARTICLE 27
LONGEVITY PAY**

All regular full-time employees shall receive longevity pay by January 31 annually, as follows:

YEARS OF SERVICE	ANNUAL BENEFIT TO EMPLOYEES
Five (5) Years	\$200
Ten (10) Years	\$300
Fifteen (15) Years	\$400
Twenty (20) Years	\$500
Twenty-Five (25) Years	\$650

8)

**ARTICLE 29
HOSPITALIZATION AND HEALTHCARE INSURANCE**

1) The District agrees to provide the following hospitalization and health care plans or their equivalent: Preferred Provider Organizations (PPOs) and Health Maintenance Organizations (HMOs). The District shall, for all full-time employees who are not covered by their spouse's employer, pay the prevailing monthly premium charge for employees and dependent coverage in either of the above plans, subject to the contribution schedule set forth below. Such coverage will be made available on the ninetieth (90th) day of employment with the District. The District shall apply the PPO and HMO design as set forth in Appendix B.

2) All eligible full-time employees who participate in the hospitalization and health care plans set forth above shall make the following contributions to the monthly premium cost:

i. Employee only	20% of premium
ii. Employee + 1	15% of premium
iii. Employee + family	12% of premium

3) Employees opting for HMO coverage must pay the difference of the premium cost between the HMO plan and the PPO plan plus the employee premium contribution.

4) The District will pay its share of the cost of benefits provided for in this paragraph for the first six (6) months of a covered employee's authorized unpaid sick leave due to an industrial injury while working for the District.

5) The District will offer bargaining unit employees the right to participate in its Flexible Spending Account.

6) The District will offer bargaining unit employees the opportunity to participate in its Disability Insurance Premium Payment Option program.

7) The parties shall form a labor/management health care committee that is comprised of an equal number of union and management members, in order to analyze the current health care plan, seek information about cost savings and plan improvements, and make recommendations for changes to the District.

**ARTICLE 30
LIFE INSURANCE**

1) The District will provide each employee with a group life insurance policy in the amount of Fifteen Thousand Dollars (\$15,000.00). For all new employees, such insurance will be provided after ninety (90) days of employment with the District. In addition, current employees will be entitled to purchase coverage beyond that provided by the District, provided that any additional coverage shall be at the employee's own cost, and further provided that the effect of such purchases shall not result in an increase in premium costs paid by the District

2) Employees will be entitled to purchase life insurance to cover themselves after their retirement from the District. An employee must purchase such life insurance within thirty-one (31) days after he/she retires from the District.

ARTICLE 31 UNIFORMS AND TOOLS

1) The District agrees to provide necessary uniforms for all employees during the term of this Agreement. The initial issue for that uniform is as follows:

- Seven (7) pairs of trousers
- Eight (8) shirts - four (4) long-sleeve/four (4) short-sleeve
- Two (2) ties
- One (1) pair summer issue shoes or boots
- One (1) pair cold weather boots
- One (1) belt – black basket weave and buckle
- One (1) chill chaser with long sleeve liner
- One (1) raglan Gortex coat
- One (1) ball cap
- One (1) knit hat
- One (1) pair feather-line Thinsulate gloves

All Officers who have completed their probationary period will also be issued:

- One (1) pair of handcuffs w/holder
- One (1) ASP w/holder (after training has been completed)
- One (1) DC spray w/holder
- One (1) Duty belt (black nylon w/buckle)
- One (1) nylon duty bag

2) Employees must possess the proper certification and/or licensure to receive weapons and holders.

3) If a probationary employee fails to complete their probation, they will reimburse the District for the full cost of the uniforms. The Security Patch will remain the sole property of the District and must be returned.

4) To ensure that the uniforms are properly maintained and laundered, each employee on the payroll as of July 1 shall be entitled to a Seven Hundred Dollar (\$700.00) uniform maintenance and laundering allowance prorated for each whole month the employee is a full-time employee of the District, excluding probationary periods and months where time off has been taken for other than vacation or sick leave. Effective January 1, 2007, and every January thereafter, an amount of Five Hundred Dollars (\$500.00) per year per employee will be established as an account at a uniform store or other supplier of the District's choice, to be used for replacement of uniforms during the course of the year. Replacement of any item will be permitted only with the express written approval of the Chief of Security or his designee. The District will provide for special "Security" patches to be used on all uniform garments. The wearing of uniforms is mandatory. Employees are financially responsible for lost, damaged, or altered uniforms. The District shall replace or repair damaged uniforms if the damage occurs in the line of duty.

ARTICLE 32 PAY DAY

1) The District shall regularly pay employees every other week on Friday no later than 2:30 p.m. Employees who are unable to pick up their pay checks on their regular day due to sickness, holiday, off day, etc. will be able to receive their pay checks on the next day. Security paychecks will be delivered to the representative Security Officers for distribution.

2) An employee may only take as much paid time off as he/she has earned through the payroll period immediately preceding the time in which the employee wishes to take paid time off.

3) When an employee's payroll check is erroneously short eight (8) or more hours of time earned but not paid, the District shall issue a check to correct the error as soon as possible after notification/discovery of the error, but not later than the end of the next business day following notification/discovery.

ARTICLE 33 GENERAL PROVISIONS

1) The District and the Union will meet for the purpose of placing an employee who has been disabled or handicapped into another job within the District at an appropriate rate of pay. Such cases shall supersede lateral transfers, job bidding, promotions and shift preferences.

2) Employees shall keep the Human Resources Department advised of their current address and phone number. For purposes of notification, the District shall rely on the last address and phone number supplied by the employee.

3) Employees shall perform their work in a safe and workmanlike manner and are required to follow all directions of their supervisor with regard to safe practices and procedures. The District shall furnish proper safety equipment for the employee on all jobs.

4) District employees shall have access to and the right to review their personnel records upon reasonable notice, which in the case of personnel files maintained in the Human Resources Department shall not be less than twenty-four (24) hours. Files shall be examined during non-working time (i.e. breaks, lunch, before or after work). These rights apply to all their personnel records, regardless of which file(s) their records are kept in. Employees shall receive a copy of all entries in their personnel records as soon as practicable and verbal notice whenever practicable.

5) In order to keep the Union informed of the District's safety and security plans and developments, a representative of the Safety and Security Department will confer with Union leaders on a regular basis through the Executive Labor Management Committee.

ARTICLE 34 SUBCONTRACTING

Any subcontracting of work will not result in a reduction of the work force.

ARTICLE 34 WAGES

1) Effective July 1, 2015, all employees in the bargaining unit shall receive a wage increase of two percent (2.0%) and be paid in accordance with the wage rates set forth in Appendix A.

2) Effective July 1, 2016, all employees in the bargaining unit shall receive a wage increase of two percent (2.0%) and be paid in accordance with the wage rates set forth in Appendix A.

3) Effective July 1, 2017, all employees in the bargaining unit shall receive a wage increase of two percent (2.0%) and be paid in accordance with the wage rates set forth in Appendix A.

4) An employee assigned to act as armorer shall receive an annual lump-sum stipend of four hundred dollars (\$400.00). This amount shall be prorated for assignments of less than one (1) year in duration.

5) In addition to wage increases contained above, each employee shall receive a one-time signing payment of five-hundred Dollars (\$500.00) upon execution of this Agreement.

ARTICLE 35 TRAINING

1) Certified trainers will receive a stipend of One and 00/100 Dollar (\$1.00) per hour for prior approved training.

2) The District shall provide or reimburse employees for the cost of OPOTA certifications and continuing education required by the District.

**ARTICLE 36
SHIFT PREMIUM**

1) The District will pay fifty cents (\$.50) per hour in addition to the employee's normal hourly rate for employees who are permanently assigned to rotating shifts at the District's wastewater treatment plants.

2) The District will pay twenty cents (\$.20) per hour in addition to the employee's normal hourly rate to Security Officers who are permanently assigned to the Administrative Office to work on afternoon shift.

3) The District will pay fifty cents (\$.50) per hour in addition to the employee's normal hourly rate for employees who are assigned to the Security Officer - Floater position.

**ARTICLE 37
NO STRIKE**

1) The Union shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, walkout, concerted sick leave or, mass resignation, work stoppage, picketing or interference of any kind at any operation of the District. In addition, the Union shall not honor, support, or recognize any strike or picketing or other interruption of operations by any other union for the duration of this Agreement.

2) Violations of Section 1 of this Article shall be proper cause for discharge or other disciplinary action by the District, and the Union shall make every effort to assist the District in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operations of the District is prohibited and is not in any way sanctioned or approved by the Union. The Union shall also immediately advise all employees to return to work at once.

**ARTICLE 38
NO LOCKOUT**

The District shall not lock out any employees for the duration of this Agreement.

**ARTICLE 39
SUCCESSOR**

The provisions of this Agreement shall be binding upon the District and its successors, assigns, or future purchasers, and all the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, assignment and/or relocation of operations of the District within Cuyahoga County, including changes in legal status, ownership and/or management. This Agreement shall cover all future locations which the District may operate during the term of this Agreement or any extension thereof, or any transfer of operations from an existing location or any subcontract of work covered or performed by employees in the existing location.

**ARTICLE 40
LEGALITY**

It is the intent of the District and the Union that this Agreement complies in every respect with applicable legal statutes and governmental regulations which have the effect of law and judicial opinions, and if it is determined by proper authority that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining provisions of this Agreement. In the event of such determination of invalidity, the District and the Union shall meet within fourteen (14) days for the purpose of negotiating a lawful alternative provision.

**ARTICLE 41
SUPERVISORS – BARGAINING UNIT WORK**

Supervisors shall not ordinarily perform bargaining unit work except in an emergency situation, or when no bargaining unit employees are immediately available.

**ARTICLE 42
FIREARMS**

- 1) As a condition of continued employment, Security Officers will be required to carry approved firearms.
- 2) The District shall pay for the fees associated with required commissions and certifications for carrying a firearm.

**ARTICLE 43
DURATION**

This Agreement shall be in full force and effect from July 1, 2015 through June 30, 2018, and thereafter from year to year unless at least ninety (90) days prior to the expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on

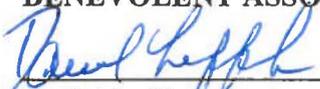
any or all of its provisions. If such notice is given, negotiations will commence no later than thirty (30) days after receipt of such proposals. Both parties agree to make every effort to reach a settlement prior to the regular Board of Trustees meeting in June, 2018, in order that the Board of Trustees may adopt any resolution necessary to implement the new Agreement and provide for guaranteed continuity of good labor-management relations.

**NORTHEAST OHIO
REGIONAL SEWER DISTRICT**


Julius Ciaccia, _____ Date
Chief Executive Officer

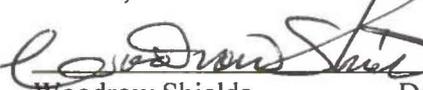

Darnell Brown, _____ Date
President
Board of Trustees

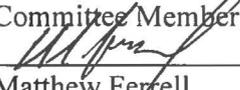
**OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

 3/22/16
Daniel Leffler, _____ Date
Staff Representative

 3/24/16
Joseph Maslanka, Director _____ Date

_____, Alternate Director _____ Date

 4/5/16
Woodrow Shields _____ Date
Committee Member

 4/2/2016
Matthew Ferrell _____ Date
Committee Member

2344-15-04
3.4.2016

Appendix A

The following classifications and hourly levels of compensation are adopted and shall be effective from the dates below written (inclusive of shift premium):

CLASSIFICATION	Hourly Rate 7/1/2015	Hourly Rate 7/1/2016	Hourly Rate 7/1/2017
Security Officer – Standard Rate	\$22.99	\$23.45	\$23.92
Security Officer – Administrative Building Rate – 2 nd Shift	\$23.19	\$23.65	\$24.12
Security Officer – Rotating Shift	\$23.49	\$23.95	\$24.42
Security Officer – Floater	\$23.49	\$23.95	\$24.42



APPENDIX B

BENEFITS AND SERVICES: HMO PLAN

Medical services provided or arranged by your HealthSpan physician.

MEMBER PAYS

For N E OHIO REGIONAL SEWER DISTRICT

Effective From 01/01/2015 - 12/31/2015

Deductible (Calendar Year Single/Family)	\$250 / \$500
Out of Pocket Maximum (Calendar Year Single/Family)	\$1,000 / \$2,000

OUTPATIENT CARE

Office Visits-Primary Care Physician	\$20 per visit
Office Visits-Specialist	\$20 per visit
•Vision Exams available through affiliated providers	\$20 per visit ²
Prenatal Care	No Charge
Outpatient surgery	20% after deductible
Urgent Care Office Visits	\$20 per visit
Physical, Speech and Occupational Therapy	\$20 per visit
- Up to 20 visits per calendar year	

PREVENTIVE SERVICES

Preventive Adult Physical primary care exam	No Charge
Preventive Well Child Care primary care exam as defined by Patient Protection and Affordable Care Act (PPACA)	No Charge
Preventive Mammogram and cervical cancer screening as defined by Patient Protection and Affordable Care Act (PPACA)	No Charge
Preventive Lab and X-ray screenings as defined by Patient Protection and Affordable Care Act (PPACA)	No Charge
Preventive Immunizations as defined by Patient Protection and Affordable Care Act (PPACA)	No Charge

DIAGNOSTIC SERVICES

•Laboratory and diagnostic testing, X-rays	20% after deductible
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HOSPITAL INPATIENT CARE

Inpatient Services	20% after deductible
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URGENT CARE SERVICES

Urgent Care Visits	\$20 per visit
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EMERGENCY SERVICES (Fee waived if admitted)

Emergency use of any Emergency Room ¹	\$50 per visit
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AMBULANCE SERVICES

Only when transportation in any other vehicle would endanger your health	20% after deductible
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BIOLOGICALLY BASED MENTAL ILLNESSES

Inpatient Services (does not include residential services)	20% after deductible
Outpatient Services	\$20 per visit

MENTAL HEALTH SERVICES

Inpatient Services (does not include residential services)	20% after deductible
Outpatient Services	\$20 per visit

CHEMICAL DEPENDENCY SERVICES

Inpatient Services (does not include residential services)	20% after deductible
Outpatient Services	\$20 per visit



BENEFITS AND SERVICES: HMO PLAN

Medical services provided or arranged by your HealthSpan physician.

MEMBER PAYS

ALTERNATE CARE

Home Health Services	20% after deductible
Hospice Home Care/Respite Care	No Charge
Skilled care in a Skilled Nursing Facility •Up to 100 days per calendar year	20% after deductible

INFERTILITY SERVICES

•Inpatient	20% after deductible
•Outpatient	\$20 per visit

PRESCRIPTION DRUGS

•Covered Formulary Drugs and Accessories up to a 30 day supply at Kaiser Permanente and affiliated network facilities	
•Formulary Generic	\$10 copay
•Formulary Brand	\$20 copay
•Specialty Drugs ³	\$20 copay
•Up to 60 day supply of maintenance drugs by mail order from the Kaiser Permanente Mail Order Pharmacy	

DURABLE MEDICAL EQUIPMENT, EXTERNAL PROSTHETICS AND ORTHOTICS

DME Rider provides coverage for Medicare approved durable medical equipment	No Charge
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EXTENDED DEPENDENT COVERAGE

- Dependents are covered up to age 26 at the end of the month
- Full-Time Students are covered up to age 26 at the end of the month

¹Services received at non-plan Emergency facilities that do not meet the definition of Emergency Services may not be eligible for coverage.

²Amount is not subject to, nor does it contribute toward the satisfaction of the Out-of-Pocket Maximum.

³Specialty drugs are very high cost medications approved by the Food and Drug Administration (FDA).

This summary of benefits contains highlights only.

This is not a contract. Specific benefits, exclusions and limitations are contained in the Group Agreement we have with your employer and the Evidence of Coverage you will receive when you become a member. For specific questions about coverage, existing Members may call our Customer Relations Department.

For additional HealthSpan Services, visit our website, healthspan.org. Through healthspan.org, members can access comprehensive, physician-reviewed information on a variety of health topics, search for specific topics in our health and drug encyclopedias, complete a total health assessment, and more. Members who receive care at HealthSpan medical centers can also use our website to check most lab test results, schedule non-urgent primary care appointments, refill most prescriptions, order ID cards, and e-mail questions to their HealthSpan practitioner or a member services representative. In addition, members can call our 24-Hour Care Line to receive advice and assistance.

Basic Coverage Information: Any person may cancel coverage within 72 hours after having signed the agreement or offer to enroll in the plan. Cancellation occurs when written notice of cancellation is given to HealthSpan or its agents or representatives. The notice of cancellation shall be considered given when the prospective subscriber mails a letter to HealthSpan.

Out-of-Pocket Maximum: The Plan's Deductible, any benefit specific deductible, and the following benefits do not apply towards the satisfaction of the Out-of-Pocket Maximum: Copayments and Coinsurance on services that are not Basic Health Care Services, such as but not limited to: Skilled Nursing, Durable Medical Equipment/Prosthetics and Orthotics, and Prescription Drug Benefits.

General Limitations and Exclusions including but not limited to: Services that are not medically necessary; services and supplies not provided, arranged, or authorized by a HealthSpan Medical Group or affiliated physician; services that are the financial responsibility of an employer or services a government agency is required by law to provide; services provided under any Workers' Compensation or employer's liability law; certain physical examinations, cardiac rehabilitation exercise program; custodial or intermediate care; long term rehabilitative services including physical, speech, and occupational therapy; services other than artificial insemination for conception by artificial means, including but not limited to, in vitro fertilization, ovum transplants, gamete intrafallopian transfer, zygote intrafallopian transfer; conception by artificial means; services related to the procurement and storage of donor semen; services related to sexual reassignment; services to reverse voluntary, surgically induced infertility; experimental or investigational services; non-human and artificial organs and their implantation; specialized behavioral modification programs for chronic conditions; alternative medical services including acupuncture, naturopathy, and massage therapy; hypnotherapy and hypnotic anesthesia; cosmetic surgery or services.

Health Plan Drug Formulary: HealthSpan uses a closed drug formulary. The medications included in the HealthSpan Formulary are chosen by a group of HealthSpan physicians, pharmacists, and nurses known as the Pharmacy and Therapeutics Committee. This Committee meets regularly to evaluate and choose those medications that are effective, safe, and useful in caring for our members. Non-formulary drugs may be approved for coverage if certain criteria are met. Please note that some health benefit plans provide coverage of non-formulary drugs at a higher non-formulary copayment.

Not all health benefit plans include coverage for prescription drugs. Some drugs may be excluded from coverage. Some plans have limitations on the dollar amount of coverage. Some medications may have quantity restrictions limiting the amount of the drug you can receive per prescription or copayment. Coverage of certain formulary medications may also be subject to restrictions established by the Pharmacy and Therapeutics Committee.

For more information regarding our prescription drug benefit procedures or your benefit, please call our Customer Relations Department or visit healthspan.org to view the Member Drug Formulary



**Northeast Ohio Regional Sewer District
SuperMed Plus – Plan 1
1-1-2016**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 Removal upon Birthday	
Pre-Existing Condition Waiting Period	Does Not Apply	
Blood Pint Deductible	3 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$250 / \$500	
Coinsurance	80%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	70% after deductible
Urgent Care Facility Services ²	\$20 copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine, influenza, human papillomavirus vaccine, varicella, hepatitis b, MMR and pneumococcal polysaccharide are covered services)	80% after deductible	70% after deductible
Preventative Services		
Office Visit/Routine Physical Exam (Age 21 and over, unlimited) ²	\$20 copay, then 100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 21) ²	\$20 copay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	70% after deductible
Routine CA-125 Test	100%	70% after deductible
Routine Colonoscopy (Ages 50 and older)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test (All Ages)	100%	70% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period; All Ages)	100%	70% after deductible
Outpatient Services		
Surgical Services	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Diagnostic Colonoscopy Services	100%	70% after deductible
Physical Therapy (40 visits per benefit period)	80% after deductible	70% after deductible
Occupational Therapy (40 visits per benefit period)	80% after deductible	70% after deductible
Chiropractic Therapy (24 visits per benefit period)	80% after deductible	70% after deductible
Speech Therapy (20 visits per benefit period)	80% after deductible	70% after deductible
Cardiac Rehabilitation	80% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ^{3,4}	\$100 copay, then 100%	\$100 copay, then 70%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	70% after deductible
Maternity	80% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	70% after deductible
Additional Services		
Allergy Testing	80% after deductible	70% after deductible
Allergy Treatment	80% after deductible	70% after deductible
Ambulance	80% after deductible	70% after deductible
Durable Medical Equipment	80% after deductible	70% after deductible
Home Healthcare	80% after deductible	70% after deductible
Hospice (180 days per benefit period)	80% after deductible	70% after deductible
Organ Transplants	80% after deductible	70% after deductible
Private Duty Nursing	80% after deductible	70% after deductible
Mental Health and Substance Abuse — Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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

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

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

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

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

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

¹Maximum family deductible. Member deductible is the same as single deductible. 3 month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted.

⁴The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



Prescription Drug Program¹
Northeast Ohio Regional Sewer District
1-1-2016

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 Removal upon Birthday	
Formulary Retail Program with Oral Contraceptive Coverage and Weight Loss Medication		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$40	30
Formulary Mail Order Program with Oral Contraceptive Coverage and Weight Loss Medication		
Generic Copayment	\$10	90
Formulary Copayment	\$20	90
Non-Formulary Copayment	\$40	90

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

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

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

¹Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

600.02 Holiday Pay

Overview

The District observes a selected number of recognized national holidays. Within a calendar year, there are normally nine (9) full-day recognized holidays. Additionally, there are two (2) personal holidays for full-time employees. Recognized holidays include the following:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Eligibility

Full-time employees are eligible for holiday pay.

Guidelines

Exempt and non-exempt full-time and part-time benefit eligible employees will be paid at their normal rates for recognized holidays. Non-exempt employees, who actually work on a recognized holiday, will be paid the premium rate of two and one-half (2½) times their regular straight-time rate for the number of hours worked on that holiday.

Other Information

If a recognized holiday falls on a regular workday during a vacation or other paid leaves, barring any applicable exclusion, the day is paid as a holiday and is not counted against paid leave balances.

Personal holidays are not cumulative and must be taken during the applicable payroll year, or they will be forfeited.

Unless an alternate day is designated by the Executive Director, a holiday that falls on a Saturday is observed on the preceding Friday and a holiday that falls on a Sunday is observed on the following Monday.

600.03 Sick Leave

Overview

The District recognizes that employees may need time off from work due to illness. The District provides paid sick leave to employees for the purpose of guarding against loss of earnings due to illness, injury, disability, or medical care for oneself or a family member.

Eligibility

Full-time employees are eligible for sick leave.

Guidelines

Each calendar year beginning January 1st, full-time employees will be credited with fifty-six (56) paid sick hours which are only eligible to be taken during the calendar year it is granted. Employees hired throughout the year shall be credited with pro-rated sick hours, based on the date of hire and employment classification (full- or part-time status).

Employees must notify their supervisor or manager of the need to take sick leave prior to using the leave, when possible. In the event that sick leave is needed for a full-day absence, notification must be made prior to employees' scheduled start time or by the specified time per the department rule. Employees must familiarize themselves with their department's rule regarding appropriate notification and must follow the rules of their department.

Medical certification must be submitted to the employee's supervisor for sick leave beyond three (3) consecutive workdays upon returning to work. If certification is not provided, employees may not be paid and disciplinary action may be taken.

Employees may be required to provide medical certification for all sick leave, at the discretion of District management.

Annual Pay-Out

Employees will be eligible for an end-of-the-calendar-year sick leave pay-out for any unused hours, at a rate equal to eighty percent (80%) of their wage rate as of December 31st of that year, for one hundred percent (100%) of the employee's remaining sick leave balance. Eligibility for annual pay-out will only occur for unused sick hours which are granted in the calendar year preceding the payment. In accordance with the OPERS pay-outs are earnable wages. Pay-outs will be processed and distributed on or before January 31st of the following year.

Additional Information

All employees remain subject to District administrative procedures and policies relating to time away from work and absenteeism. The District has discretion to determine, based on individual circumstances and the needs of a particular work area, whether absences are excessive and

constitutes abuse of District administrative procedures and/or policies. Excessive absenteeism and/or abuse of District policies may result in discipline, up to and including termination of employment.

CONTRACT NO.

CERTIFICATION

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WITH

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

FOR

July 1, 2015 through June 30, 2018

The Approximate cost is	\$ <u>0.00</u>
_____	\$
_____	\$
Total _____	\$ <u>0.00</u>

The legal form and correctness of the within contract are hereby approved.



CHIEF LEGAL OFFICER & GENERAL COUNSEL

04-21-16 _____, 2016

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.



CHIEF FINANCIAL OFFICER

4/21/16 _____, 2016
Date