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AGREEMENT

BETWEEN THE

CITY OF STRUTHERS

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

DISPATCHERS UNIT

SERB Case # 2015-MED-10-1036

Effective January 1, 2016

Through December 31, 2018

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PREAMBLE

This collective bargaining agreement is entered into by and between the City of Struthers, Ohio, hereinafter referred to as the "City," or the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union," or the "OPBA," and has as its purpose the following:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth an understanding and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1
RECOGNITION

Section 1. The City hereby recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining agent of all full-time dispatchers for the purpose of collective bargaining and any and all matters related to wages, hours, and working conditions of employees in the bargaining unit as certified in SERB Case Number 04-REP-01-0010.

Section 2. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, temporary, seasonal, other employees as determined by SERB, and employees in the unclassified service shall not be included in the bargaining unit.

ARTICLE 2
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Struthers or Rules and Regulations of the Civil Service Commission of the City of Struthers, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 3. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement covers the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

Contract Article	Statute/Regulation Preempted (All Statutory References include Corresponding OAC Sections)
Article 6 Seniority	ORC 124.321-124.328; ORC 9.44
Article 9 Discipline	ORC 124.34
Article 10 Grievance Procedure	ORC 124.34
Article 13 Reduction in Force	ORC 124.321-124.328
Article 16 Probationary Periods	ORC 124.27
Article 17 Hours of Work/Overtime	ORC 4111.03
Article 22 Sick Leave	ORC 124.38; ORC 124.39
Article 23 Vacation Leave	ORC 9.44; ORC 325.19
Article 24, Attendance Incentive Program	ORC 124.39; R.C. 325.19
Article 26 Holidays	ORC 325.19

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive rights of the City with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;

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 department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;

D. to determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty;

E. to promulgate and enforce work rules, policies, and procedures to the extent that they do not conflict with the agreement;

F. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;

G. to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

H. to determine the necessity to schedule overtime and the amount required thereof;

I. to determine the department's budget and uses thereof; and,

J. to maintain the security of records and other pertinent information.

ARTICLE 4
UNION DUES DEDUCTION/FAIR SHARE FEE

Section 1. Membership/Dues Deduction. All employees who are electing to hold membership in the Union and electing payroll deductions shall execute an authorization for dues deductions on a form provided by the Union.

Section 2. Fair Share Fees. Those bargaining unit members not electing membership in the Union shall pay a fair share fee to the OPBA as a condition of employment, all in accordance with Ohio Rev. Code Sec. 4117.09. The Employer shall deduct fair share fees in the same manner as dues are deducted as specified in this article sixty (60) days following the beginning of employment.

Section 3. Dues/Fair Share Deduction Procedure. Deductions shall be made in monthly equal installments beginning with the first pay in September 2004 and within two (2) months of hire thereafter. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing.

The Union warrants to the Employer that it has a fair share fee notice and rebate procedure and that its procedure complies with state and federal law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

Section 4. The Employer will forward the aggregate payroll deductions of such dues to the Ohio Patrolmen's Benevolent Association, P.O. Box 338003, North Royalton, Ohio, 44133, or such address as provided by the OPBA within one (1) month after the deductions are made. The Union agrees to provide the Employer at least thirty (30) days notice of any change in the amount of dues to be deducted or address that the deductions for dues are to be remitted.

Section 5. Indemnification. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages equal to the dues deductions until said employee's next pay period that has sufficient wages.

ARTICLE 5
LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, within fourteen (14) calendar days of a written request of either party and/or on a mutually agreed day and time, the Mayor, the Chief, and/or his designee shall meet with not more than three (3) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The parties shall also supply the names of those representatives who will be attending. The purpose of such meetings shall be to:

A. Notify the Union of changes made by the Employer which affect bargaining unit members;

B. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;

C. Disseminate general information of interest to the parties;

D. Discuss ways to increase productivity and improve efficiency;

E. Give the Union representatives the opportunity to share the views of their members; and

F. To consider and discuss health and safety matters relating to employees.

Section 3. If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible. Union employee representatives shall not suffer any loss of straight time pay during attendance at such meetings during their scheduled working hours. Attendance at such meetings during non-scheduled hours shall not be compensated.

Section 4. Labor/management meetings are not generally intended to be negotiation session(s) to alter or amend the basic agreement. Nothing in this article shall prevent the parties from informally resolving matters of immediate concern. Subjects of immediate concern to the Union, which are not the proper subject of a grievance as defined herein, shall be brought to the attention of the Chief of Police/designee. Subjects of immediate concern to the Employer shall be brought to the attention of the Union local president.

ARTICLE 6
SENIORITY

Section 1. Definition. Seniority shall be computed by length of accumulated, uninterrupted, full-time service as a dispatcher with the Employer. An employee moving from part-time to full-time status will receive seniority credit prorated for the amount of time spent in part-time status (e.g., a full-time employee with one thousand forty (1,040) hours of part-time service will be credited with a one-half (1/2) year seniority credit.)

Section 2. Break in Seniority. Seniority is interrupted through voluntary resignation, termination of employment, layoff in excess of twenty-four (24) months, and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive work days, unless such failure to notify was reasonably beyond the employee's control.

ARTICLE 7
WORK RULES

Section 1. The OPBA recognizes that the Employer, under this Agreement, has the right to promulgate and implement work rules, regulations, and policies and procedures which regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the OPBA and meet with the OPBA to discuss the matter prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 8
HEALTH AND SAFETY

Section 1. Committee. The Employer agrees to establish and maintain a safety committee consisting of three (3) representatives of the administration and two (2) members of the bargaining unit. It is agreed that the committee shall meet on a quarterly basis or as mutually agreed otherwise, after a written request from either party for the purpose of discussing safety and health issues within the Department. Such meetings may occur as part of labor management meetings, pursuant to Article 5 of this Agreement.

Section 2. Safety. Occupational safety and health is a mutual concern of the OPBA and the Employer. The OPBA will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry. The Employer agrees to operate and maintain a safe working environment for all bargaining unit members.

Section 3. The Employer and the OPBA shall comply with all applicable federal and state laws, rules and regulations with regard to safety.

Section 4. Unsafe Conditions. All bargaining unit members are responsible to report, in writing, all unsafe conditions relating to police operations to the Chief of Police. No bargaining unit member shall be subject to any disciplinary action for such reporting.

Section 5. Employees shall follow all departmental safety rules, regulations, and methods. Employees failing to report safety violations, observe safety rules, regulations, and methods, or failing to appropriately use safety equipment that is provided shall be subject to disciplinary action.

Section 6. The OPBA recognizes the right of the Employer to establish and change safety rules. Any new or changed rule(s) will be first communicated to the Labor Management or Safety Committee for discussion.

ARTICLE 9
DISCIPLINE

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position (including working suspensions), fined (not in excess of five [5] days paid leave), suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.

2. Written reprimand.

3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.

4. Suspension of record (i.e. paper suspension).

5. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. Suspensions of record will only be used to deal with absenteeism related offenses. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the employee's right to Union representation and the time and place of a predisciplinary meeting, to be held within forty-eight (48) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 5. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Disciplinary action not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

Section 6. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

Section 7. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning and Written Reprimands	twelve (12) months
Suspensions, Fines, and Reductions	twenty-four (24) months

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. Definition. The term grievance shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 2. Group Grievances. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members or the OPBA desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member on behalf of which the grievance is filed shall be affixed to the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 3. Grievance Processing/Time Limits. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

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

Section 4. Grievance Contents. All grievances shall be filed in writing on a form provided by the OPBA and must contain, but not be limited to, the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement violated.
4. Relief requested.
5. Signature of the employee or OPBA Representative.
6. Signature or printed name of the grievant.

Section 5. Disciplinary Grievances. Disciplinary grievances involving suspension, reduction in rank, pay, or discharge are to be appealed directly to Step 3 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step 1.

Section 6. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance.

Step 1. Department Head. Within seven (7) calendar days of the incident or reasonable knowledge of the incident, the aggrieved employee shall submit his written grievance to the Chief of Police, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The Chief of Police shall respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

Step 2. Safety Service Director. A grievance unresolved at Step 1 may be submitted by the grievant to the Safety Service Director within seven (7) calendar days from receipt of the Step 1 answer. It shall be the responsibility of the Safety Service Director to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within fourteen (14) calendar days of receipt of the grievance. The grievant may, at his option, be represented by an employee representative and/or a representative of the OPBA at any hearing or hearings held at this or any other level.

Step 3. Mayor/designee. A grievance unresolved at Step 2 may be submitted by the grievant to the Mayor or his designee within seven (7) calendar days of receipt of the Step 2 answer. The Mayor or his designee may meet with the grievant and a representative of the OPBA, if the Employer desires, within fourteen (14) calendar days of submission of the grievance to step 3 to discuss the grievance. The Mayor or his designee shall provide a written response to the grievant within fourteen (14) calendar days of such meeting.

Grievances unresolved at Step 3 may be submitted to arbitration upon request of the OPBA in accordance with the provisions of this article.

Section 7. Arbitration. The OPBA, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 3, the OPBA shall notify the Mayor, in writing, of its intent to seek arbitration of an unresolved grievance.

Selection of the Arbitrator

Within ten (10) calendar days of receipt of a properly signed request for arbitration, the parties shall confer for the purpose of selecting an arbitrator. The parties agree to a permanent panel of arbitrators who shall hear and decide those grievances processed to arbitration under the contract. The panel consists of: 1) Nels Nelson; 2) Jim Rimmel; 3) Harry Graham; 4) Jerry Fullmer; 5) Rob Stein; 6) Mitchell Goldberg; 7) Michael Paolucci; 8) Thomas J. Nowell; 9) Dennis Byrne. The arbitrator shall be selected by the parties alternatively striking names, with the Union striking first, until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

Hearing and Decision

The arbitrator shall conduct a hearing on the grievance within the time agreed to by the parties. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be

final and binding on the parties, subject only to judicial review as provided in the Ohio Revised Code Chapter 2711.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws;

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

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the pay period prior to the date the grievance was submitted to the Employer in Step 1 of the grievance procedure.

The question of arbitrability may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

Arbitration Expenses

The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness.

ARTICLE 11
BULLETIN BOARDS

Section 1. The City shall provide space for a bulletin board at the police station for the exclusive use of members of the bargaining unit.

Section 2. All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. Union recreational and social affairs;
B. notice of Union meetings;
C. Union appointments;
D. notice of Union elections;
E. results of Union elections;
F. reports of standing committees and independent arms of the Union;
G. legislative reports; and
H. OPBA Magazine job-related articles.

All other notices of any kind not covered in "A" through "H" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

A. personal attacks upon any other member or any other employee of the city;
B. scandalous, scurrilous, or derogatory attacks upon the administration;
C. attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 12
PERSONNEL FILES

Section 1. Personnel Files. It is recognized by the parties that the City may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the City. Insomuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made.

Section 2. Access. Each bargaining unit member shall be allowed to review his personnel file during non-working time within twenty-four (24) hours of submitting a written request to do so. If any member disputes the accuracy of the material in his personnel file, he may make a written request that an OPBA representative be granted access to the personnel file. The Employer agrees to schedule a mutually agreeable time for the OPBA representative to be granted access to the personnel file once the request has been made.

Section 3. Clarification. Bargaining unit members will be provided a copy of any new material placed in a member's personnel file. If the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Chief or the Safety Service Director a written clarification or explanatory memorandum. Such memorandum shall not contain derogatory or scurrilous matter regarding the Administration or any other employees. Upon examination, the Chief of Police or the Safety Service Director shall have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

ARTICLE 13
REDUCTION IN FORCE AND RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supercede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Struthers Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a lack of funds or lack of work exists, or a reorganization in the operations of the Employer is necessary, a reduction in force shall occur (i.e., layoff or job abolishment). The Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction.

Section 3. Procedure. When the Employer determines that a reduction in force is to be made within the bargaining unit, the member with the least amount of seniority shall be laid off first. Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 6 of this Agreement.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for twenty-four (24) months. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the City shall recall from the layoff list in reverse order in which the members were laid off.

Notice of recall shall be given to the employee either by text, email, hand delivery, or certified mail. A laid off employee shall be responsible for providing the Employer the proper address/information for the Employer to comply with the above notification.

ARTICLE 14
WORK SCHEDULES

Section 1. The Union acknowledges that it is the management right of the Employer to schedule and/or adjust work schedules to meet the operational needs of the Department. At least seven (7) days in advance, the City shall conspicuously post the regularly assigned hours, work days, and shift assignments of all members.

Section 2. With prior approval of the Chief of Police or designee, bargaining unit members may exchange shift(s). Such shift exchange shall not result in the payment of overtime. The Chief has discretion to limit exchanges, and such requests shall not be unreasonably denied.

ARTICLE 15
SHIFT BIDDING

Section 1. The OPBA (the "Union") agrees that the City of Struthers (the "Employer") shall establish and post the available shifts for bid by bargaining unit members.

Section 2. Bidding Procedure. In December of each year, the Employer will conduct a shift selection bid during which time bargaining unit members will be permitted to bid for their shift preference. Bidding will be conducted by classification with shift selection being awarded by classification seniority generally.

The bidding procedure does not apply to special assignment positions (i.e., TAC Officer, etc.). Additionally, although classification seniority generally will govern shift selection, the Employer reserves the right to deviate from this criterion when it determines that the operational needs of the City require doing so.

ARTICLE 16
PROBATIONARY PERIODS

Section 1. Newly appointed employees to full-time civilian dispatcher positions shall be required to successfully complete a probationary period. The probationary period for such employees shall begin on the first day of work and shall continue for a period of three hundred sixty-five (365) days. Such newly appointed individuals shall be required to obtain and maintain a LEAD certification within a ninety (90) calendar day period following their first day of employment. A newly appointed employee may be terminated at any time during the probationary period and shall have no appeal over such removal.

ARTICLE 17
HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. This article is intended to be used as the basis for computing overtime eligibility and shall not be construed as a guarantee of work per day or per week.

Section 2. Work Week Defined. Each employee's work schedule shall be determined by the Employer. The normal work week for full-time bargaining unit employees shall consist of forty (40) hours of work performed during a seven (7) day, one hundred sixty-eight (168) hour period, established by the Employer.

Section 3. Overtime. All overtime will be paid according to the Fair Labor Standards Act (FLSA). Bargaining unit members shall be entitled to receive one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours during the standard seven (7) day, one hundred sixty-eight (168) hour work week established previously.

Section 4. Overtime Approval. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer.

Section 5. Mandatory Overtime. Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime.

ARTICLE 18
SALARY AND WAGES

Section 1.

Effective January 1, 2016

	Probationary Rate	After 1 Year	After 2 Years
$1.25	$11.89	$12.54	$13.21

Effective January 1, 2017

	Probationary Rate	After 1 Year	After 2 Years
$1.25	$13.04	$13.74	$14.46

Effective January 1, 2018

	Probationary Rate	After 1 Year	After 2 Years
$1.25	$14.13	$14.92	$15.71

Section 2. Court Time. A bargaining unit member who is compelled to appear in a municipal, state, or federal court as a witness and in connection with his job duties will receive pay at the applicable rate for all hours that he is required to do so.

ARTICLE 19
LONGEVITY

Section 1. Service Credit. Full-time bargaining unit members shall receive, in addition to their regular wages, service credit based upon years of full-time service with the City as a dispatcher. Service credit is calculated in the same manner as seniority credit in Article 6, Seniority.

Section 2. Payment Schedule. Payment for service credit shall be made in the following amounts on May 1 of each year, following the completion of five (5) consecutive years of service.

Year	Amount	Year	Amount
6th	176.00	17th	563.20
7th	211.20	18th	598.40
8th	246.40	19th	633.60
9th	281.60	20th	668.80
10th	316.80	21st	704.00
11th	352.00	22nd	739.00

12th	387.20	23rd	774.40
13th	422.40	24th	809.60
14th	457.60	25th	844.80
15th	492.80	26th	880.00
16th	528.00		

Section 3. Service in Excess of Twenty-Six (26) Years. For each year of service beyond twenty-six (26) years, bargaining unit members will receive an increase in longevity payments in the amount of the increment between the 25th and 26th year of the schedule.

ARTICLE 20
HEALTH INSURANCE

Section 1. The City agrees to provide major medical/health care/hospitalization and ancillary coverage(s) (i.e., dental, vision, etc.) for all bargaining unit members in accordance with the terms and conditions of this article.

Section 2. Insurance Committee. There is hereby established a City Health Insurance Committee whose purpose is to select coverage(s), establish and adjust benefit levels during the term of the agreement, evaluate and select providers, and otherwise set the terms and conditions of insurance coverage within the maximum costs set forth in this article. Actions of the Insurance Committee shall be approved and implemented through majority vote.

Section 3. Committee Composition. The Committee shall consist of the Mayor, the Finance Chairman of City Council, the Auditor, and the employee representative from each of the following known employee groups: the IAFF, the OPBA Dispatchers and FOP Lodge #41 Officers, the street department, the wastewater treatment department, AFSCME, and the non-classified employees department.

Section 4. Premium Costs/Employee Contribution. During the term of this agreement, bargaining unit members shall agree to implement cost containment measures, through the committee structure, that will ensure that the City's total family premium cost does not exceed the yearly maximums set forth below:

> For the term of the agreement, should the total family insurance premium cost fall between one thousand dollars ($1,000.00) and one thousand one hundred dollars ($1,100.00), bargaining unit members will contribute six percent (6%) of the applicable premium cost, not to exceed sixty-five dollars ($65.00), whichever is greater. Should the total family insurance premium cost fall between one thousand one hundred dollars ($1,100.00), and one thousand two hundred dollars ($1,200.00), bargaining unit members will contribute seven percent (7%) of the applicable premium cost, not to exceed eighty-five dollars ($85.00), whichever is greater. The insurance committee will institute measures to ensure that the total family insurance premium cost does not exceed one thousand two hundred dollars ($1,200.00).

The insurance committee shall select a plan within the cost parameters set forth above which shall be the "base plan offering." Notwithstanding this, the committee may also recommend additional plan options outside of the cost parameters set forth above. Such additional plans shall be considered "buy up" options that the employee may elect to participate in and pay any additional costs above the "base plan" associated with applicable coverage level selected should he so desire.

Section 5. Alternative Coverage. Notwithstanding the provisions above which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement. The terms and conditions of such alternative programs shall be determined by the Employer. The cost and/or the terms and conditions of said programs shall be at the discretion of the Employer and may be subject to change. In the event of changes in the cost and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in the sections above.

Section 6. All spouses shall be afforded the City of Struthers Health Insurance Plan provided that no other insurance is available to them by any other source, or which would cost them out of pocket premium expenses of more than thirty-five percent (35%) of the City of Struthers' family premium cost for the applicable coverage for medical and other insurances offered by the City. Said insurance plan should be reasonable in comparison to the City's current base plan offered in Section 4 as determined by the City's health insurance broker. In the event that either medical or other insurances are available to the spouse at an out-of-pocket premium expense to said spouse of less than thirty-five percent (35%) of the City of Struthers' current family premium cost for the applicable insurance coverage, the spouse must then waive coverage in the City insurance plan for that insurance.

ARTICLE 21
EDUCATION INCENTIVE

Bargaining unit members who obtain an Associate's, Bachelor's, or Master's Degree in a job-related field of study from an accredited college or university shall receive a monthly educational bonus of:

Associate Degree	$25.00 per month
Bachelor's Degree	$50.00 per month
Master's Degree	$75.00 per month

ARTICLE 22
SICK LEAVE

Section 1. Accrual. Employees shall accrue sick leave credit at the rate of 4.6 hours for each completed eighty (80) hours of service, not to exceed one hundred twenty (120) hours accumulation per year. Service for the purpose of sick leave accrual includes the following: regular hours worked, paid vacation, and holidays. It does not include time spent on sick leave, injury leave, unpaid leave, unpaid suspension, or layoff.

Section 2. Usage. Employees may use sick leave, upon approval by the Employer, for the following reasons:

A. Illness, injury, or pregnancy-related condition of the employee;

B. Exposure to contagious disease that could be communicated to and jeopardize the health of other employees;

C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner which cannot be scheduled during non-work hours;

D. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member;

E. Examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 3. Immediate Family Defined. Immediate family is defined as the employee's spouse, child, mother, father, brother, sister, grandmother, grandfather, mother-in-law, or father-in-law. Immediate family for those employees hired after January 1, 2016, shall be defined as the employee's spouse, child, mother, father, stepchild, sibling, or other relative residing with the employee.

Section 4. Charging of Sick Leave. Sick leave shall be charged in minimum increments of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Notification. When an employee is unable to report to work due to illness or injury, he shall notify his immediate supervisor, or other designated person, two (2) hours prior to the start of his shift, unless an emergency prevents such notice. Additionally, within eight (8) hours of each shift thereafter, the employee will notify the Employer of his availability.

Section 6. Documentation. Employees shall furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed practitioner shall be required to justify the use of sick leave. The certificate must state that the employee/member of his immediate family was examined, the date and time of such examination, that the employee cannot work or that the employee must take care of a member of the employee's immediate family, and the expected return date. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Where the employee utilizes sick leave for three (3) consecutive days or more, he shall provide a certificate from a licensed practitioner stating the nature of the illness, the treatment, and the practitioner's opinion about the employee's ability to return to work.

Section 7. Employer Required Examination. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the OPBA, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon disability leave or disability separation.

Section 8. Sick Leave Transfer. An employee who transfers to the City from another public agency shall be credited with the unused balance of his accumulated sick leave up to a maximum of eighty (80) hours. Such transferred balance is not eligible for conversion as described below.

Section 9. Sick Leave Conversion. At the time of retirement under the Ohio Public Employees Retirement System (OPERS) and having ten (10) years of service with the City, an employee is eligible to receive payment for twenty-five percent (25%) of his unused, accumulated sick leave earned with the City, up to a maximum of thirty (30) days pay, two hundred forty (240) hours. An employee who terminates employment as a result of a violation of Departmental Rules or Regulations or a criminal conviction of law is not eligible to receive payment under this section.

ARTICLE 23
VACATION LEAVE

Section 1. Eligibility. Vacation eligibility is based on years of continuous full-time service with the City. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. Full-time employees having previous part-time service with the City will receive pro-rated credit for their part-time service upon becoming a full-time employee (e.g., an employee moving from part-time status to full-time status, having worked one thousand forty (1040) hours of part-time service, will be credited with one-half (1/2) years of service credit).

Section 2. Accrual. The amount of vacation leave to which an employee is entitled is based upon length of service with the City as follows:

Years of Service	Annual Vacation
Less than one (1) year	None
One (1) to Four (4)	80 hours

Five (5) to Nine (9)	120 hours
Ten (10) to Fourteen (14)	160 hours
Fifteen (15) or more	208 hours

Section 3. Service in Excess of Fifteen (15) Years. For each five (5) year period of service beyond the first fifteen (15) years, a bargaining unit member shall receive an additional eight (8) hours of vacation leave annually (i.e., 20 years or more—216 hours; 25 years or more—224 hours; etc.).

Section 4. Scheduling. All requests for vacation leave are subject to the operational needs of the Employer. From December 1 to December 15 of the year preceding the year in which the vacation is to be taken, employees shall submit vacation requests. Requests for vacation leave submitted during this period will be granted on the basis of seniority as described in Article 6.

From December 16 to January 2, no vacation requests for the coming year will be accepted. The Police Chief shall approve or deny the employee's requested vacation by January 2. After January 2, employees may request vacation time should it be available. Requests shall be acted upon on a first-come, first-served basis, except that where two (2) employees submit requests for the same day, at the same time, seniority will prevail.

Section 5. Recall to Duty. Nothing herein shall be construed as preventing the Employer from recalling an employee to duty when the operational needs of the Employer so dictate.

Section 6. Accumulation and Carry-Over. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year not to exceed a two (2) year accumulation. This accumulation of vacation time must be approved in advance and requested in writing by the employee to the Chief and the Safety Service Director. Such approval shall not be denied.

ARTICLE 24
ATTENDANCE INCENTIVE PROGRAM

Section 1. Purpose. In order to encourage employees to conserve sick leave, promote attendance, and decrease incidents of lost time, the City of Struthers establishes the following "Attendance Incentive Program" subject to the terms, conditions, and qualifications set forth below.

Section 2. Qualifications. In order to participate in this program, an employee must possess a minimum sick leave balance of one thousand (1,000) hours in each year of participation, and possess a minimum of twenty-five (25) years public service under PERS.

Section 3. Program. In lieu of the leave conversion program established under Article 22, Section 8, an employee meeting the above qualifications may elect to convert to cash a

combination of twenty-five percent (25%) of his accumulated unused sick and/or vacation leave balance, up to maximum payment of eighty (80) hours total in a single year. Such election may be made for three (3) individual years, and the total amount of leave converted shall not exceed two hundred forty (240) hours for the three (3) selected years. An employee electing to participate in this program shall not be eligible for the conversion described under Article 22, Section 8. Upon receiving approval from OPERS, the Employer agrees to deduct the applicable OPERS amounts of Employer/employee contributions for payments made under this section.

Once an employee elects to take part in this program, such election may not be withdrawn. At the conclusion of the program, the participating employee will forfeit all unused, accumulated paid leave.

ARTICLE 25
BEREAVEMENT LEAVE

Section 1. In the case of the death of a member of the employee's immediate family, an employee will receive three (3) consecutive working days off, with pay, one (1) of which must include the day of the funeral. Additional day(s) may be granted under the same conditions, with the approval of the Chief of Police, and deducted from the employee's sick leave balance.

Section 2. Immediate Family Defined. Immediate family is defined as the employee's spouse, child, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, grandchild, and/or stepchild.

ARTICLE 26
HOLIDAYS

Section 1. Holidays. The following days are designated as paid holidays for bargaining unit members.

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Labor Day
5. Columbus Day
6. Thanksgiving Day
7. President's Day
8. Independence Day
9. Christmas Day
10. Veteran's Day

Section 2. Holiday Pay. Full-time employees will receive eight (8) hours of holiday pay for those holidays listed above. In order to be eligible to receive holiday pay, an employee must work his regularly scheduled shift before, on, or after the designated holiday. Unless on prior approved vacation leave, sick leave, and/or a leave of absence, should an employee call off sick on their regularly scheduled shift before, on, or after the designated holiday, proof of illness must be provided.

Section 3. Work Performed on a Holiday. Full-time employees who work on a day listed above will receive two (2) times their base rate of pay for any hours worked, in addition to their normal holiday compensation, for a maximum of eight (8) hours worked on the holiday.

ARTICLE 27
PERSONAL LEAVE

Section 1. All members of the bargaining unit shall have two (2) personal leave days each year, with the following stipulations:

A. Not to accumulate at the end of each year;

B. Must give fourteen (14) days notice to the Chief of Police, unless a sudden emergency occurs.

ARTICLE 28
CIVIC DUTY LEAVE

Section 1. Jury Duty. A full-time employee who is called to serve on a jury in a court of law will be paid his regular wages, minus any compensation otherwise received for serving on the jury.

Section 2. Subpoena. Full-time employees subpoenaed on behalf of the City or in connection with their job duties will suffer no loss of straight time pay for responding to the subpoena.

ARTICLE 29
INJURY ON DUTY

Section 1. A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay during the time period he is unable to work, not to exceed thirty (30) calendar days from the original date of injury.

Section 2. In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claim's compensability, an employee may use any accrued sick leave, vacation leave, or other available paid leave to cover the time during which he is unable to work. Upon the approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the thirty (30) day period. Should a claim be denied at any time during the time period described in sections 1 and 2, the Employer's obligation to provide such payment(s) shall be terminated.

Section 3. After thirty (30) calendar days, should the employee still be unable to return to work, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Workers' Compensation.

Section 4. Should the fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty will be made to the employee. The light duty position will be compensated at seventy percent (70%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the thirty (30) day period.

ARTICLE 30
TRAINING

Section 1. Employer-Required Training. Bargaining unit members who are required to attend Employer-mandated training, outside of their normal work hours, will be compensated at the applicable rate for all time spent attending such training sessions, including travel time. Employees will be given adequate time to take their LEADS exam while on duty.

Section 2. Required Licensure/Certification. Bargaining unit members who are required to attend training necessary to obtain or maintain a licensure or certification required by state or federal law will suffer no loss in straight time pay, but shall not be compensated for any such training attended outside of their normal work hours.

Section 3. Failure to Maintain Required Licensure/Certification. During the course of this Agreement, should the licensure or certification requirements for a dispatcher change, the bargaining unit member thus affected must meet all such requirements as soon as possible. If the employee fails to meet those requirements, he may be reduced to part-time status, be suspended without pay, or separated from employment.

Section 4. Use of Leave. Bargaining unit members may use available accrued, unused paid leave (i.e., vacation, holiday, personal day) or an unpaid approved leave of absence to cover time spent training.

ARTICLE 31
DRUG AND ALCOHOL POLICY

Section 1. All bargaining unit members agree to sign and adopt the City of Struthers Drug and Alcohol Policy with the added step of first offense of an alcohol level--.05 or lower being one (1), eight (8) hour shift off without pay. The City of Struthers reserves the right to test said member within one (1) month of return to work. A second offense would revert to the first offense of the City's policy.

ARTICLE 32
LEAVE OF ABSENCE WITHOUT PAY

An employee who has exhausted all of his available accrued, unused paid leave may request an unpaid leave of absence, not to exceed thirty (30) calendar days. The Employer shall have complete and total discretion in evaluating requests for leave under this article. During such

leave, the bargaining unit member's seniority shall not be broken, but the member shall cease to accumulate all paid leave and shall be responsible for the full payment of the insurance premium for that month for the plan in which he is enrolled. A bargaining unit member who requests and is granted a leave of absence without pay for less than thirty (30) days will be responsible for the payment of the insurance premium for that month(s), in proportion to the number of days of unpaid leave that are requested (i.e., in a thirty [30] day month, with a fifteen [15] day leave without pay request, the employee would pay half of the total insurance premium should he wish to remain the plan.) The employee shall never contribute less than the amount established by the contract for employee contributions through the operation of this article.

ARTICLE 33
SEVERABILITY

Section 1. If during the life of this agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

ARTICLE 34
WAIVER IN CASE OF EMERGENCY

Section 1. Definition. In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrence as determined by the Mayor or Chief of Police, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation.

Section 2. Time Period. Upon the succession of the disastrous or emergency event giving rise to the suspension of the Agreement, reimplementation of the Agreement will immediately begin, but there shall be a grace period, not to exceed seven (7) days, in which all suspended terms of the Agreement shall be implemented.

ARTICLE 35
NON-DISCRIMINATION

Section 1. Neither the City, its agents, agencies or officials, nor the Union or its agents or officers, will discriminate against any employee on the basis of race, color, religion, national origin, age, sex, disability, military status, veteran's status, or genetic information as provide under state or federal law.

Section 2. The Union and the Employer agree that membership in the Union is at the option of the employee, and that they will not discriminate against any employee for Union membership or non-membership, nor shall they discriminate against any employee for participating in lawful Union activity or from refraining from such.

Section 3. Gender Neutral. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 36
DURATION

This Agreement shall be effective January 1, 2016, and expire on December 31, 2018, unless either party gives timely written notice to the other of their intent to commence negotiations. Notice shall be given no sooner than ninety (90) days nor later than sixty (60) days prior to the expiration of the Agreement. If such notice is given, negotiations shall commence and the provisions of this Agreement will be maintained until such time as a successor Agreement is in effect.

SIGNATURE PAGE

Signed and dated at Struthers, Ohio, on this 23RD day of December, 2015.

For the City of Struthers

Honorable Terry Stocker, Mayor

Edward Wildes, Safety/Service Director

Michael L. Seyer, Negotiator

For the OPBA

Bargaining Team Member

Jeff Perry, Business Agent
Ohio Patrolmen's Benevolent Association

Approved as to Form:

Dominic Leone, Law Director

MEMORANDUM OF UNDERSTANDING
CONTRACT ADDITIONAL SERVICES

The parties agree that, during the term of this agreement, should the City of Struthers contract dispatch services with other jurisdictions (i.e., Campbell), the parties will reopen the agreement to discuss the impact, including wages, for bargaining unit employees.

MEMORANDUM OF UNDERSTANDING
PAYMENT

Whenever the Chief/Safety Service Director assigns the duties and responsibilities of a LEAD/TAC Officer to a bargaining unit employees, said employee shall receive an annual payment of one thousand dollars ($1,000.00).

It is agreed the above-referenced payment shall not be considered in the calculation of the employee's life insurance policy that is provided by the Employer.

In the event no bargaining unit employees is assigned by the Chief/Safety Director or volunteers for such duties/responsibilities, the City shall have the ability to outsource such duties.

Effective January of each contract year, the City shall post a notice advising employee of the opportunity to volunteer for LEAD/TAC officer assignment.

The above-referenced payment shall be computed on a monthly basis of eighty-three dollars and thirty-three cents ($83.33). Payment shall be made for each month of assignment, paid in the first paycheck of December.

LETTER OF UNDERSTANDING
OPERS RETIREMENT PAY

At the time of retirement under the OPERS and having ten (10) years of service with the City, a non-probationary employee as of November 16, 2012, shall be eligible to receive payment for no more than five hundred (500) hours of accumulated but unused sick leave.

SIDE LETTER
HEALTH INSURANCE CAPS/CONTRIBUTIONS

Notwithstanding the caps set forth in Article 20, Health Insurance, the parties acknowledge that during the course of the Agreement, discussions may occur concerning adjusting the contractual caps and/or contribution levels regarding insurance. Should the parties agree to cap and/or contribution adjustments, and provided that such is approved by the unit and Council, the parties agree to execute an amendment to the Agreement to reflect the changes to Article 20, Health Insurance.