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Before Louis V. Imundo, Jr., Fact Finder

In the matter of fact finding

City of Galion

and the

Fraternal Order of Police / Ohio Labor Council, Inc.

SERB Case No. 11-MED-04-0565

This matter was heard before Louis V. Imundo, Jr., Fact Finder, in Galion, Ohio on October 28, 2011.

1.0 Introduction

1.1 Appearing For The City

- Matthew Baker, Esq., Senior Consultant, Clemans Nelson & Associates, Inc.
- Eugene M. Toy, City Manager
- Brian Saterfield, Chief of Police
- Marcy Porter, Human Resources Administrative Assistant

1.2 Appearing For The Union

- Brenda Goheen, Esq., Staff Representative, FOP/OLC
- Lynn Sterling, Lieutenant

2.0 Unresolved Issues

Article 5 – Grievance Procedure And Arbitration

Article 10 – Discipline

Article 16 – Sick And Injury Leave

Article 17 – Wages

Article 19 – Insurances

Article 28 – Duration Of Agreement

3.0 Findings And Recommendations

At the Hearing, with assistance from the Fact Finder, the Parties engaged in mediation and were successful in settling all of the unresolved articles. The agreed on language is as follows:

ARTICLE 5 **GRIEVANCE PROCEDURE AND ARBITRATION**

Section 5.1. The word “grievance” as used in this Agreement means a complaint brought by a bargaining unit member alleging failure of the City to comply with a specific provision of this Agreement, which alleged failure directly or adversely affected the member-grievant. To be recognized, a grievance must be brought to the attention of the City by the affected bargaining unit employee seven (7) calendar within days of its occurrence or of the date the facts giving rise to the grievance should reasonably have been known by the said member.

Section 5.2. Where a group of bargaining unit members is comprised of individuals, each of whom is adversely affected by the same grievance matter and each of whom desires to grieve, all who feel they qualify shall sign the written grievance of the group, but only one (1) of these employee-grievants shall process the grievance as the designated representative of the group. There can be no so-called “policy” grievances brought by the OLC or the OLC grievance Chairperson in their official capacity on behalf of the OLC, nor may the OLC process any grievance not brought by an employee who is directly or adversely affected by the alleged failure of the City to comply with this Agreement.

Section 5.3. If a specific administrative agency relief of judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters limited to Workers' Compensation or Unemployment Compensation, such matters may not be the subject of a grievance or be processed as such.

Section 5.4. The following are the implementation steps and procedures for all grievances brought under this Agreement:

Step 1: A bargaining unit employee having an individual grievance shall first attempt to resolve it by meeting informally with the Police Chief, or his designee. Such attempt at informal resolution shall be made by the employee-grievant within seven (7) calendar days following the events or circumstances giving rise to the grievance occurring, or seven (7) calendar days after the facts should reasonably have been known by the employee. At this Step 1, there is no requirement that the grievance be put in writing, and a representative may properly be in attendance in the informal meeting called for at the request of the employee-grievant. The Police Chief and employee-grievant shall document on a form agreed upon by the parties, the date, time, and substance of the meeting held at this step of the procedure.

Step 2: If the employee-grievant is not satisfied with the oral answer he received in Step 1, and he wishes to pursue it further, he may, within five (5) calendar days following the Step 1 meeting, submit such grievance in writing to the Police Chief on a grievance form agreed upon by the parties. On such form the employee-grievant shall briefly but concisely state the relevant facts giving rise to the grievance, shall state specifically what Article and Section of this Agreement the employee-grievant alleges was

violated by the City, and shall state specifically what remedy the employee-grievant requests which, if granted by the City, would resolve the grievance to the employee-grievant's satisfaction. This written grievance form shall be received by the Police Chief within five (5) calendar days following the Step 1 meeting. The Police Chief may schedule a meeting with the employee-grievant in an effort to resolve the written grievance. This meeting, if offered, shall be held within seven (7) calendar days following his receipt of the written grievance; a written response will be given to the employee-grievant within fourteen (14) calendar days following his receipt of the grievance, whether a grievance meeting was held or not.

Step 3: If the employee-grievant is not satisfied with the written response from Step 2 and desires to proceed further with his grievance, he may do so by submitting the written grievance form prepared for Step 2 to the City Manager or his delegate. Such form must be received by the City Manager, his delegate, or his office within five (5) calendar days following the date of the written response at Step 2. Within fourteen (14) calendar days following receipt of the grievance form at this step, the City Manager or his delegate will conduct a meeting on the grievance with the employee-grievant and the OLC Chairperson, or designee, and respond in writing to the employee-grievant and the OLC Chairperson, or designee.

Section 5.5. Employee-grievants and the OLC Chairperson shall not receive overtime pay to engage in grievance activities provided for herein; however, the City will attempt to conduct grievance meetings during the employee-grievant's working hours whenever possible.

Section 5.6. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. All time limits on grievances may be extended upon mutual consent of the parties.

Any grievance not presented or appealed to the next step within the specified time allowed in each step of the grievance procedure will be considered as settled on the basis of the Employer's answer at the last completed step.

Section 5.7. For the purpose of counting time, "calendar days" shall include all days except holidays designated in this Agreement.

Section 5.8. If it is the view of the employee-grievant and/or the OLC's Chairperson that the facts giving rise to an alleged grievance are such that a delay would create irreparable harm to the grievant or the City, and upon the advance mutual agreement of the representatives at any step in the grievance procedure, any step or steps in this grievance procedure may be combined to accelerate and expedite the resolution of the emergency condition.

Section 5.9. Should the employee-grievant, after reviewing the written response in his grievance at Step 3 of the grievance procedure, still feel that the grievance has not been resolved to his satisfaction, he may request arbitration from the OLC, and, should the OLC determine that it desires that the grievance be pursued in arbitration, the OLC may request in writing to the City Manager that it be heard before an arbitrator. The OLC shall file notice of intent to arbitrate to the City Manager for arbitration within fourteen (14) calendar days of the grievant's receipt of the written answer from the City Manager at Step 3; thereafter such written City response shall be deemed to have been agreed upon by the OLC and the employee-grievant, and it shall be final and binding on the

parties if no timely application for arbitration is made. There shall be no requirement on the City to go forward to arbitration on any grievance not appealed to arbitration.

Section 5.10. Only matters which come within the definition of “grievance” and which have been properly processed through the regular grievance procedure as set forth herein shall be considered for arbitration. Within fourteen (14) calendar days following the City Manager’s receipt of the OLC’s notice of intent to arbitrate, the City Manager and the OLC will consult and attempt to agree on a mutually acceptable arbitrator. If the parties are unable to mutually agree on a person to serve as arbitrator in the matter, the parties shall request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service. The Request for Panel of Arbitrators shall specify FMCS Ohio arbitrators who are members of the National Academy of Arbitrators. The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within ten (10) working days from the date the list of nine (9) arbitrators is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party shall have the option to completely reject one (1) list of names provided by the Federal Mediation and Conciliation Service and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

Section 5.11. The arbitrator shall hold the arbitration promptly and be requested to issue his decision within sixty (60) calendar days after the hearing or the filing of post-hearing briefs. The arbitrator shall limit his decision strictly to the interpretation,

application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

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.

Section 5.12. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 5.13. The decision of the arbitrator shall be final and binding upon the OLC, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be paid by the party requesting the list. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be

paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 5.14. Any member in attendance for such hearing, who is called to the stand as a witness by either party, and the OLC Chairperson shall not lose pay or any benefits to the extent such hearing hours are during their normally scheduled working hours on the day of the hearing.

Section 5.15. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the OLC Chairperson will be notified of his right to be present at the adjustment.

ARTICLE 10 **DISCIPLINE**

Section 10.1. The tenure of every bargaining unit employee shall be during good behavior and efficient service. Employees may be reduced in pay and/or position, reprimanded, suspended, given a working suspension, or removed for just cause.

Section 10.2. The principles of progressive disciplinary action will be followed by the City with respect to minor offenses including, but not limited to, tardiness, absenteeism, and misconduct of a similar nature which, individually, may not be viewed to be of such a serious breach of good behavior and efficient services as to warrant more severe disciplinary action. The progression for such offenses where appropriate, will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to a removal.

Section 10.3 When the Employer has reason to believe that discipline may result in a suspension, reduction in pay and/or position, or discharge, such employee shall be offered a pre-disciplinary hearing prior to the imposition of discipline. The purpose of a pre-disciplinary hearing is to give the employee notice of the allegations made against him and provide the employee with an opportunity to be heard as to those allegations. At least twenty-four (24) hours before the hearing the Employer shall provide the employee with written notice of the pre-disciplinary hearing. Said notice shall contain a description of the allegations made against the employee and, the time, date, and location of the hearing. The employee may elect to: (1) appear at the hearing and present an oral or written statement in his defense; (2) have a representative appear at the hearing on his behalf and present an oral or written statement in the employee's defense, or; (3) waive his right to a pre-disciplinary hearing in writing and provide the waiver to the Employer. If an employee fails to attend the pre-disciplinary hearing it shall be deemed that the employee has elected to waive his right to the hearing.

Section 10.4. In any case in which a written reprimand, a suspension, or removal is disaffirmed through the grievance procedure, the written reprimand, suspension, or removal shall be removed from the employee's personnel record and shall be placed in a separate file for inactive disciplinary records.

Section 10.5. Appeals of disciplinary actions shall be brought, if at all, through the grievance procedure provided herein, as follows: Appeals of disciplinary actions involving reduction, suspension, or removal shall be initiated at Step 3 of the grievance procedure within five (5) calendar days after the effective date of the disciplinary action. There shall be no disciplinary appeals to the Civil Service Commission.

Section 10.6. All actions of record including written records of oral reprimands, written reprimands, suspensions, reductions in pay and/or rank, or removals will be maintained in each bargaining unit member's personnel file throughout his period of employment

with the exception that any records of written reprimands shall cease to have force and effect or be considered in future discipline matters eighteen (18) months after the effective date of the reprimand, providing there are no intervening reprimands during that eighteen (18) month period. This applies to personnel records kept by the City Manager or his delegate.

ARTICLE 16
SICK AND INJURY LEAVE

Section 16.1. Employees shall be entitled to sick leave, at their regular rate of pay, accumulated at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service in active pay status, including paid vacation and overtime, but not during a leave of absence, or layoff.

Section 16.2. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been, or was, scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 16.3. Sick leave may be used, upon approval of the appointing authority, for absence due to personal illness, injury, or to exposure to contagious disease which could be communicated to other employees, and also for absence due to illness, injury, or death in the employee's immediate family.

For the purpose of this Section, the employee's immediate family shall be defined as: spouse, child, father, mother, grandparent, grandchild, dependent members of the employee's household, or other person who stands in the place of a parent.

Section 16.4. The employee shall furnish a satisfactory written signed statement to justify the use of sick leave on the first workday that the employee returns from sick leave. Sick leave shall not be considered authorized or approved for payment until the sick leave request form has been approved and signed by the City Manager, or his designee. Once the sick leave request form is approved and signed by the City Manager, or his designee, the sick leave will be considered excused, unless an investigation determines falsification or fraud has been committed by the requesting employee.

If medical attention is required, or if the absence is for three (3) consecutive days or more, a certificate stating the nature of the illness, from a licensed physician, may be required to justify the use of sick leave. Falsification of either the written signed statement or the physician's certificate shall be grounds for disciplinary action including dismissal.

Further, the City, at its cost, may require the employee to submit to a medical examination by the physician of the City's choice if: (1) the employee is absent for two (2) or more workdays [sixteen (16) hours] because of sickness or injury; or (2) the employee has used thirty-two (32) or more hours of sick time not certified by a physician during the preceding twelve months (12) months.

Section 16.5. When a lieutenant is unable to report to work, he shall notify his immediate supervisor or other designated person at least one (1) hour before the time he is scheduled to report to work on the first day of absence and each scheduled workday thereafter, unless other arrangements are made with the immediate supervisor.

Section 16.6. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in appropriate disciplinary action and refund of salary or wage paid.

Section 16.7. The City Manager or his delegate may require an employee to take an examination conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or leave of absence, in accordance with this Agreement. The cost of such examination shall be paid by the City. The physician shall be selected by the Employer. If the employee's physician disagrees with the City's physician, both parties will mutually select a third physician whose decision shall be final and binding. The cost of the examination shall be paid by the City.

Section 16.8. When an employee having three (3) or more years of continuous service with the City of Galion retires, he shall be entitled to receive pay for two-thirds (2/3) of his accumulated but unused sick leave which has been credited to the employee by the date of retirement. Payment shall be made based upon the employee's regular base hourly rate at the time of retirement. An employee shall be eligible for such payment only if he is an employee of the City of Galion at the time of retirement, and he provides the City with at last thirty (30) days advance notice and retires in accordance with the eligibility requirements of the Ohio Police and Fire Pension Fund.

In the event of the death of the employee, payment shall be made in the same manner as above to the employee's surviving spouse, or in the event there is no surviving spouse, then to the estate of the employee as if the employee had retired.

Section 16.9. Employees who have accumulated five hundred (500) hours or more of sick leave and whose use of sick leave hours have been limited to the following amounts in the previous year computed December 1 to December 1 shall be eligible to receive an incentive payment as follows:

Hours Used in Previous Year

0-12 hours	\$500
13-24 hours	\$250

Sick leave incentive pay will be paid the first non-pay week in December of each year based on the employee's usage over the previous twelve (12) month period computed December 1 to December 1. The sick leave incentive payment shall not affect the employee's sick leave accumulation total.

Section 16.10. An employee incapacitated due to a serious injury or disease directly attributable to his employment and while in the line of duty, shall, without loss to his accumulated sick, leave be allowed injury leave at the employee's regular rate of pay for up to ninety (90) calendar days. The employee shall execute an assignment of benefits form authorizing Workers' Compensation benefits to be submitted directly to the Employer. The employee must qualify for Workers' Compensation in order to be eligible for injury leave as contained in this section. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status and shall be charged with sick leave for all time paid by the Employer for injury leave. In the event the employee does not have sufficient sick leave to reimburse the Employer for benefits received for a rejected claim, the employee shall make full restitution to the City either in money or accrued leave. Any employee who utilizes injury leave for less than the initial ninety (90) day period for an injury but subsequently becomes incapacitated again as a result of the same injury shall not be entitled to a new ninety (90) day period but shall be entitled to the unused remainder of the initial ninety (90) day entitlement.

After ninety (90) days, if the employee remains unable to perform his essential duties due to the work related injury or disease, the injury leave may be extended by authorization of the City Manager in increments of thirty (30) days for up to an additional two hundred seventy-five (275) calendar day period. The employee shall be eligible to

use sick leave during this extended injury leave, turn in Workers' Compensation income benefits received by him to the City and have 100% of his sick leave used reinstated, or as an option, receive Workers' Compensation benefits without using sick leave.

Application for injury leave or an extension or injury leave must be made in writing to the City Manager through the employee's watch commander and Chief of Police, on a form prescribed by the City.

In the event the employee is unable to make application due to injury or disease, the OLC may, on behalf of the employee, make application for injury leave.

The employee shall also sign a waiver which will allow the City to examine the medical records of the employee and, further, the employee may be required to submit to a medical examination by a physician retained by the City for the purpose of establishing the validity of the claim for injury leave.

If the employee is found to be in violation of any federal, state, or City law or any City work rule or regulation applicable to wearing or using proper safety devices provided by the City, he shall not be granted injury leave.

The City agrees to process a valid claim by a bargaining unit member for Workers' Compensation as a top priority item.

The Chief of Police may require an injured or ill employee, pursuant to this article, to perform work in a transitional work assignment provided said assignment complies with work restrictions as defined by a licensed health care practitioner.

Section 16.11. An employee absent forty (40) hours or more sick leave without a physician's certification during a calendar quarter will not be eligible for voluntary overtime during the subsequent calendar quarter.

Section 16.12. Employees who have accumulated unused sick leave credit in excess of five hundred (500) hours shall annually have the option of cashing in their accumulated unused sick leave above the five hundred (500) hour limit.

Eligible employees exercising the cash-in option and receiving the approval of the City Manager shall receive a cash benefit equal to one (1) hour of pay for every two (2) hours of such sick leave. Employees may convert no less than a minimum of thirty (30) hours with no maximum limit of sick leave annually, provided that the maximum cash benefit conversion payable shall not reduce the employee's sick leave balance to less than five hundred (500) hours. Upon conversion the employee's sick leave balance shall be reduced by the number of hours converted to payment.

Employees desiring to exercise this annual conversion option shall make written application to the City Manager by November 1. Approval of such payment shall be subject to the availability of funds as determined by the City Manager. Payment shall normally be made once annually in a separate check during the month of January. Payment shall be at the employee's base rate of pay as of the date of payment.

Section 16.13. Sick Leave Donation. Any employee with a balance of at least two hundred forty (240) hours of sick leave may donate up to eighty (80) hours of sick leave annually, in eight (8) hour increments, to any employee of the Police Department who has exhausted his or her own sick leave bank due to serious illness or injury of the employee or a member of the employee's immediate family as defined in Section 16.3. The sick leave donated will not be assigned any monetary value and once donated will not be returned to the donor employee. Donation of leave under this section shall not

count as sick leave utilized by the donor employee for purposes of any sick leave bonus for which the employee is otherwise eligible.

ARTICLE 17
WAGES

Section 17.1. The following hourly pay rates will be paid to bargaining unit employees during the term of this Agreement as provided in this Article:

Effective the first full pay period following June 1, 2011 the base hourly wage rates for Lieutenants shall be increased by 2.5% to the following rates:

<u>Starting Rate</u>	<u>After 9 Months</u>
\$17.91	\$20.00

Effective the beginning of the pay period which includes January 1, 2012 the base hourly wage rates for Lieutenants shall be increased by 2.75% to the following rates:

<u>Starting Rate</u>	<u>After 9 Months</u>
\$18.40	\$20.55

Effective the beginning of the pay period which includes January 1, 2013 the base hourly wage rates for Lieutenants shall be increased by 3% to the following rates.

<u>Starting Rate</u>	<u>After 9 Months</u>
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\$18.95

\$21.16

Hourly rates times 173.33 equals monthly rate, rounded to nearest dollar.

Hourly rate times 2,080 equals annual rate, rounded to nearest dollar.

Section 17.2. A newly employed/promoted lieutenant shall be employed at the starting rate listed above and shall advance to the next succeeding pay step after completion of the required service time listed that pay step.

Section 17.3. All employees shall receive their entitled paychecks once every two (2) weeks, on Friday. Errors in paychecks shall be brought to the attention of the City as soon as possible and settlement made to the agreement of the employee and the City. If pay days occur on days celebrated as holidays, paychecks shall be issued the day preceding the holiday. However, in the event Christmas or Thanksgiving falls on the Thursday preceding the regular Friday payday, then the employees shall receive paychecks on the Wednesday prior to the holiday.

Section 17.4 Pension Pick-up. Effective the beginning of the pay period which includes January 1, 1999, the Employer shall report 33.33% of the bargaining unit employees' contributions as "picked-up" by the Employer. "Picked-up" means that the Employer shall assume and pay to Ohio Police & Fire Pension Fund 33.33% of the employee's 10% contribution. No person shall have the option of receiving the "picked-up" contribution in cash instead of having it paid to the Ohio Police & Fire Pension Fund and the Employer is paying these contributions in lieu of having the employees make these contributions.

Effective the beginning of the pay period which includes January 1, 2000, the Employer shall report 66.66% of the bargaining unit employee's 10% contributions as "picked-up" by the Employer.

Effective the beginning of the pay period which includes January 1, 2001, the Employer shall report 100% of the bargaining unit employee's 10% contributions as "picked-up" by the Employer.

The 1999, 2000 and 2001 pick-up of contributions by the Employer are in lieu of wage increases for those years respectively.

Section 17.5 Lieutenants who express an interest to the Chief of Police to perform field training will be required to attend field training school. To be eligible an employee will normally have at least two (2) years of experience as a police officer.

A Lieutenant designated to perform field training shall receive an additional one (1) hour of overtime pay for each day he is so assigned.

Section 17.6. Certification Pay Full-time Lieutenants who are presently certified, or subsequently become certified in the following certification categories during the term of this Agreement will receive an eighteen cent (\$0.18) per hour certification pay for each such certification up to a total of two (2) certifications upon approval of the Chief of Police and City Manager. Certification pay shall become effective beginning the first full pay period following the presentation of satisfactory proof of said certification to the Employer. Employees who receive certification pay must be willing and able to use their training and certification as a part of their normal duties, and will not be paid certification pay while on a leave of absence. The certification categories are:

- a) Instructor

- b) Evidence Technician 1
- c) Evidence Technician 2
- d) Evidence custodian
- e) Accident reconstruction
- f) Traffic Crash I and II
- g) TAC
- h) Emergency Medical Dispatch
- i) Associate degree in law enforcement or business administration
- j) Bachelors degree in law enforcement or business administration
- k) Masters degree in law enforcement or business administration
- l) Dual commission in police and fire
- m) First Line Police Supervision
- n) Certified Crime Prevention Specialist
- o) 95% firearms qualification score during the last qualification in a calendar year to be applied to the subsequent calendar year.
- p) CLEE
- q) Northwestern University School of Police and Command (10 weeks)
- r) Southern Police Institute – Command Officers Development Course (400 hours)
- s) F.B.I. National Academy (11 weeks)
- t) PELC (3 months)
- u) Any certification subsequently mutually agreed upon by the City and the Union.

ARTICLE 19
INSURANCES

Section 19.1. The City agrees to offer a health savings account for each employee which would provide hospitalization, medical, prescription, dental, and vision care. For the duration of this Agreement, the Employer will contribute \$1500 for single coverage or \$3000 for family coverage toward the employee deductible, payable in monthly installments of \$125 for single or \$250 for family at the beginning of each month. The employee will be responsible for the rest of their deductible. Effective the first full pay period following the execution of this Agreement, the City shall be responsible for paying 98% of the total premium cost of the HSA, and each employee shall be responsible for paying 2% of the total premium cost of the HSA by payroll deduction.

Effective January 1, 2012, the City shall be responsible for paying 95.5% of the total premium cost of the HSA, and each employee shall be responsible for paying 4.5% of the total premium cost of the HSA by payroll deduction.

Effective January 1, 2013, the city shall be responsible for paying 92.5% of the total premium cost of the HSA, and each employee shall be responsible for paying 7.5% of the total premium cost of the HSA by payroll deduction.

The Employer shall provide a twenty-two thousand dollar (\$22,000) life insurance policy without cost to the employees.

Section 19.2. The employees will have the option of choosing a “traditional” health insurance plan if they choose not to take the health savings account. This plan would provide hospitalization, medical, prescription, dental, and vision care. The employee will be responsible for the entire deductible. Effective the first full pay period following the execution of this agreement, the Employer will pay 98% of the entire health care premium, and the employee will pay 2% of the entire health care premium by payroll deduction.

Effective January 1, 2012, the City shall be responsible for paying 95.5% of the entire health care premium, and the employee shall be responsible for paying 4.5% of the entire health care premium by payroll deduction.

Effective January 1, 2013, the City shall be responsible for paying 92.5% of the entire health care premium , and the employee shall be responsible for paying 7.5% of the entire health care premium by payroll deduction.

Section 19.3. The Employer agrees to provide the employees in the bargaining unit with the City's present dental care plan and the current vision care plan effective the first full pay period following the execution of this agreement, the City shall bear 98% of the cost of this benefit, and the employee shall bear 2% of the cost of this benefit.

Effective January 1, 2012, the City shall bear 95.5% of the cost of this benefit, and the employee shall bear 4.5% of the cost of this benefit.

Effective January 1, 2013, the City shall be responsible for paying 92.5% of the entire health care premium, and the employee shall be responsible for paying 7.5% of the entire health care premium by payroll deduction.

Section 19.4. The City shall continue to provide liability insurance coverage for police officers for suits resulting from an officer's conduct in the line of duty, in accordance with the following specifications. Coverage shall be comparable to the present liability policy:

\$100,000 per person

\$300,000 per incident

\$300,000 per year aggregate

Such coverage shall be maintained until such time as the City is able to obtain liability coverage through the State of Ohio.

Section 19.5. The Employer agrees to provide the employees that are in the 80/20 plan in the bargaining unit the City's Prescription Drug Plan effective upon execution of this Agreement. The employee copayment is \$5.00, \$20.00, and \$30.00 for retail prescription service and \$10.00, \$40.00, and \$60.00 for home delivery prescription service.

Section 19.6. Alternate Insurance Plan. In addition to the two (2) health insurance plans described above, the City shall have the option to offer an alternative health insurance plan to be designated "The City Plan." The City shall have complete unilateral authority to determine all elements of "The City Plan," including but not limited to coverage levels, deductibles, co-pays, etc. The City has complete discretion to start and end "The City Plan" at anytime; however, the City will give any employee enrolled in "The City Plan" at least thirty (30) days notice prior to ending the plan. Employees choosing to enroll in "The City Plan" may opt out of the plan during open enrollment held once each year and may elect to enroll in either of the above described plans. Coverage shall commence on the first day of the next calendar month following notice to the Employer. The employee shall be responsible for all co-pays and deductibles associated with "The City Plan."

ARTICLE 28 **DURATION OF AGREEMENT**

Section 28.1. The provisions of this Agreement shall become effective December 1, 2011 and shall remain in full force and effect until the last day of December 2013.

Section 28.2. If either party desires to modify or amend this Agreement, they shall give written notice of such intent no earlier than one hundred and twenty (120) days prior to, December 31, 2013, nor later than ninety (90) days prior to December 31, 2013. In the event that such notice is given, negotiations shall begin within two (2) calendar weeks. Such notice shall be by certified mail with return receipt.

Section 28.3. In the event either party desires to terminate this Agreement or any extension thereof, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

The Fact Finder recommends that all of the aforementioned articles and sections be memorialized in the new agreement. The Fact Finder also recommends that all of the previously tentatively agreed on language be adopted and included in the new agreement.

November 2, 2011

Date

Louis V. Imundo, Jr.
Fact Finder