

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

NORTHEAST OHIO)	
REGIONAL SEWER DISTRICT,)	CASE # 12-MED-12-1458
Employer)	
-and-)	JEFFREY A. BELKIN,
)	FACT-FINDER
LABORER'S INTERNATIONAL)	
UNION OF NORTH AMERICA)	
LOCAL 860,)	
Union)	

REPORT AND RECOMMENDATIONS

This matter was heard on March 14, 2013 at Cleveland, Ohio. The parties' representatives are listed below:

APPEARANCES – EMPLOYER

- | | |
|---------------------|------------------------------------|
| 1. Jon Dileno, Esq. | Attorney |
| 2. Douglas Dykes | HR Director |
| 3. Julius Ciaccia | Executive Director |
| 4. Shawn Hageman | Chief of Security |
| 5. Holly Woods | Mgr. of Employee & Labor Relations |
| 6. Gina Massetti | Assistant Director of Law |
| 7. Larry English | Assistant Director of Law |
| 8. James Davidson | Manager of Central Services |
| 9. F. Michael Bucci | Deputy Executive Director |

APPEARANCES – UNION

- | | |
|------------------------|---------------------------------|
| 1. Basil Mangano, Esq. | Attorney |
| 2. Crystal Newkirt | Security Officer |
| 3. George Vrotsos | Security Officer |
| 4. Mallory Jackson | Field Representative, Local 860 |

I. BACKGROUND

The following facts are derived from the District's pre-hearing statement and also the report of fact-finder Robert G. Stein in Case No. 11-MED-05-0836 (June 18, 2012). None of these facts were objected to or contested by the union.

"The Northeast Ohio Sewer District (the District") is responsible for wastewater and stormwater management for parts of Cuyahoga, Lake, Lorain and Summit Counties covering some one million residents. The District employs approximately 645 employees, many of whom are represented by three unions. The Laborers International Union of North America, Local 860 ("Local 860" or "the Union") represents the District's 2 security officers. The parties are signatories to an agreement which expired on June 30, 2012 ("the CBA". The parties commenced negotiations in July of 2012. Following three negotiation sessions, the parties were able to resolve a number of items but the issues of wages and the preservation of the District's ability to rotate employees to various worksites remain for this Factfinders consideration.

The District enters this fact-finding at a critical and financially-challenging time. Due to the stressors created by the Great Recession, a significant decline in customer-fee collections, and incredible expenditure-demands compelled by a Federal Court Consent Decree, massive but necessary capital expenditures and the like, the District was compelled to pass an unprecedented rate increase upon its customers in 2012. Therefore, the district entered this round of negotiations seeking fiscally responsible settlements...."

“The District has a history of being managed prudently, and unlike many public employers in Ohio, including all employees of the state of Ohio, it has avoided a need to cut wages, benefits, require employees to accept unpaid furloughs and experience layoffs. The years of the [prior] agreement (2009-2011) saw many Ohio public employers and unions agreeing to one year agreements that included no increases in wages and major benefit concessions, reductions in wages by the implementation of unpaid furlough days. (e.g., the state of Ohio and its unionized employees have agreed to two consecutive three (3) year contracts that included no wage increases through 2014). But, Employer and the Union in this matter have through prudent management and a very well trained work force continually sought ways to stay ahead of the curve that many other public employers could not avoid....”

II. FACT-FINDERS REPORT

In reaching the Findings and Recommendation on the issues at impasse, the undersigned has considered the parties’ prehearing statements, oral presentations and exhibits. Also taken into account were the factors mandated by statute:

“Past collectively bargained agreements, if any, between the parties;

Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

The lawful authority of the public employer;

Any stipulations of the parties;

Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.”

III. UNRESOLVED ISSUES

(a) Wages – Paragraphs 100-102

Union Proposal

The Union seeks a two dollar per hour equity increase in the first year of the parties’ agreement and two per cent (2%) increases in wages in each year of the contract. The Union seeks all increases to be made effective to July 1, 2012.

District Proposal

Effective May 1, 2013 – 2% wage increase

2nd year – 2% wage increase (effective July 1, 2013)

3rd year – 2% wage increase (effective July 1, 2014)

Union Position

The basis of the Union's position is the change in the role of security officers from "observe and report" to that of full-fledged police officers. Since 2007 the District has required the security officers to receive firearms training, and obtain certification from OPOTA (Ohio Police Officers Training Academy). Physical fitness goals have also been mandated and other indicia of police status (new badges, caps) have been implemented to make the public aware that the District's security officers are police. Moreover, the District has ordered assault rifles and squad cars. Thus the Union contends that because the security officers are now able to function as police, with all that status entails, they deserve an "equity" pay increase above the two per cent (2%) annual increase offered by the District to all its union employees.

Regarding internal comparators, the Union states that of 266 union employees of the District, only 55 are paid less than security officers; and 188 employees receive an hourly wage higher than that of the security officers. Even if the \$2.00/hour equity increase were implemented, 165 employees would still be paid more than the security officers. Nonunion employees received the same two percent (2%) increase offered to the security officers, in 2011, 2012 and 2013; but the Board of Trustees also authorized the Executive Director to grant special wage adjustments in those years totaling \$100,000, \$150,000 and \$200,000, respectively. The bargaining unit has sought equity pay raises in the past two negotiations, but has been stymied because the District has negotiated a "pattern" settlement with its other unions, from which it refuses to budge.

The security officers are further concerned when they compare their wage rates to those of other police departments in surrounding communities. The Union cited the wage rates

of police officers in surrounding communities or authorities: Berea; Bedford Heights; Brecksville; Broadview Heights; Cleveland (Police Dept.); Cleveland Heights; Cleveland State University; Cuyahoga County Sheriff; Regional Transit Authority; Hudson; Lakewood; Macedonia; Mayfield Heights; Olmstead Township; Pepper Pike; Richmond Heights; Seven Hills; Shaker Heights; Strongsville; University Circle Police; University Heights. It is unnecessary to list the hourly wage rates for all these police departments to reach the conclusion that the rates of the District's security officers are lower, and sometimes much lower than the officers in these departments.

Employer

The District takes the position that despite the introduction of police and firearms training and associated indicia of police status, the essential duties of the security officers have not changed. The security officers do not go out on street patrol, nor do they seek to apprehend criminals. Since police training requirements were introduced no security officer has discharged a firearm or made an arrest. Their primary duties continue to be security maintenance of District facilities; and their duties do not compare with those of the officers in the police departments cited by the Union.

While it is correct that more unionized District employees enjoy higher hourly wage rates than the security officers, such wage disparities are due to skill levels, journeyman status, etc. The District worked to achieve a pattern wage settlement and the Union has not presented a convincing case for breaking that pattern.

Finding and Recommendations

- (1) The security officers' status has been upgraded to an extent (firearms training, OPOTA certification, new caps, badges, etc.)
- (2) The wage rates of the security officers are lower than those paid in many if not most police departments in surrounding communities.
- (3) The wage rates of the security officers are lower than those of most District unionized employees.
- (4) The pattern wage settlement negotiated by the District with its other unions, and offered to the Laborers bargaining unit (2% increase in each year of the contract) compares favorably with wage settlements in police contracts throughout the region.
- (5) Despite the upgrade in the status of the security officers, their essential job duties remain unchanged; that is, they continue to maintain internal security at District locations. The critical functions of other police departments – street patrols and apprehension of criminals – is not part of the security officers' regular responsibilities.

Disposition of this issue is not dependent on the financial condition of the District. Considerable evidence related to finances was introduced; however, because the District is not claiming inability to pay or financial distress, it is unnecessary to dwell on that subject. Suffice it to say that if the Union's proposal were adopted the financial impact on the District would be minimal.

The facts cited above relate to the purported justification for an “equity” pay increase. In cases of alleged wage “inequities,” such as this dispute, the party claiming the “inequity” has the burden of demonstrating a major change in job content. That is, the work must have become more difficult, or technical, or intellectually demanding, or more dangerous. One can understand the frustration felt by members of the unit, having upgraded their skills as now required by the District. But the essential fact is that there has been no significant change in job content as to warrant the proposed “equity” increase.

Retroactivity

The Union has proposed that the 2% increase for the first year of the contract be retroactive to July 1, 2012. The District proposes that the increase not take effect until May 1, 2013; primarily because the delay in implementation has resulted in increased health care premiums. Contrary to the District, however, when a wage pattern has been established, it should be effectuated for all bargaining units under the pattern. To deny retroactivity under the circumstances would penalize the security officers for exercising their right to seek higher wages through factfinding.

Recommendation

Wages – Paragraphs 100 – 102

Effective July 1, 2012 – 2% wage increase

Effective July 1, 2013 – 2% wage increase

Effective July 1, 2014 – 2% wage increase

(b) Rotation – Paragraph 42

The current provision states:

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

Union Proposal:

The Union proposes to change the first sentence of paragraph 42

to read:

“The Employer reserves the right to rotate new employees for a period of 12 months, commencing from date of hire, to other District locations...”

Employer Proposal:

The District proposes that the current language remain unchanged.

Findings and Recommendation

Testimony at the fact-finding established that the District maintains five separate locations. The ability to rotate security personnel is very important to District management, as

the facilities and management at each location are different; and in case of an emergency at one location all security officers should be familiar with operations at that facility.

The ability to rotate security officers has been used sparingly, the last time in 2010. Nevertheless, Chief Hageman intends to begin the rotation process again, in the near future. Rotation assignments are typically for 90 days.

The Union's main concern with rotation is the hardship of having to travel to a new location (often resulting in increased distances) and to a different shift. The latter aspect is particular difficult if the rotation is from day to night shift or vice versa.

Recommendation

The District has clearly established the need to rotate security personnel to different locations. Should that right be limited to new employees, as the Union proposes, district security operations could be jeopardized.

On the other hand, the Union has demonstrated a genuine concern for the possible effects of rotation on the employees. Accordingly, while the right of the District to rotate employees should not be curtailed, some restraint should be exercised when rotation involves switching employees from one shift to another.

It is therefore recommended that the current language of Paragraph 42 remain unchanged, except for the following sentence at the end of the paragraph:

“In rotating personnel, the District will use its best efforts to avoid changing the shifts of the affected employees.”

IV. TENTATIVE AGREEMENTS

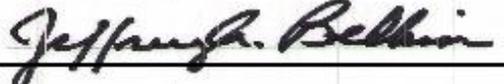
This will confirm that the parties have reached tentative agreement in connection with the following sections of the Agreement. Copies are attached hereto as "Exhibit A."

1. LATERAL TRANSFERS/VACANCIES – SECTIONS 38, 40 & 41
2. HOURS OF WORK – SECTION 52
3. LUNCH PERIOD – SECTION 49
4. EQUALIZATION OF OVERTIME – SECTION 63
5. LEAVES OF ABSENCE – SECTION 75-76
6. UNIFORMS AND TOOLS – SECTION 93
7. FIREARMS – SECTION 111
8. VACATIONS – SECTION 85
9. RECOGNITION – SECTION 3
10. GRIEVANCE PROCEDURE – SECTION 24
11. HOURS OF WORK – SECTION 48
12. LIFE INSURANCE – SECTION 92
13. INSURANCE – SECTION 91
14. EXHIBIT A (TO AGREEMENT)
15. REMAINING PROPOSALS – All remaining proposals other than wages and "rotation" to be withdrawn.
16. DURATION
17. ADDITIONAL AGREEMENT

Insert the following provision in the appropriate Section of the Agreement:

An employee assigned to act as armorer shall receive an annual lump-sum stipend of \$400. This amount shall be prorated for assignments of less than one (1) year in duration.

Respectfully Submit



Jeffrey A. Belkin
Fact-Finder

March 25, 2013
Shaker Heights, Ohio

Exhibit A

PLEASE NOTE: THIS PAGE IS BLANK BY DESIGN

NEGOTIATIONS BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
LOCAL 860 LABORER'S INTERNATIONAL UNION of NORTH AMERICA

TENTATIVE AGREEMENTS

March 12, 2013

1. LATERAL TRANSFERS/VACANCIES – SECTIONS 38, 40 & 41

• Lateral Transfers – SECTION 38

Delete

• Vacancies – SECTIONS 40-41

- Modify language as follows:

~~PERMANENT PROMOTIONS—JOB BIDDING~~

40. New positions for lateral vacancies may be filled without bidding throughout the calendar year as of January 1, 2013. New positions filled in the previous one-year period (November 2nd through November 1st) shall be posted on or before November 1st of each year. The notice shall contain the job classification title, rate of pay, plant, and job description. The Employer shall fill these positions on or before January 1st using the following bid procedure. Between November 1 and November 15, the Employer shall accept a list of preferences for positions throughout the District from each employee. Each employee shall list his or her top five (5) position preferences, and each position shall indicate job and location (e.g., Crew 1 at Southerly). The Employer shall fill the new positions filed in the previous year and any other vacancies resulting from the filling of those positions based on seniority and the list of preferences provided to the Employer. In applying the terms of this Paragraph, employees who occupy positions other than those filled in the previous year cannot be bumped by seniority if the employee wishes to remain in his or her current position.

~~40.—When a vacancy occurs, or a new job is created, the District shall post a notice of the opening on all bulletin boards for fourteen (14) consecutive calendar days. The notice shall contain the job classification title, rate of pay, plant, and job description. Employees who wish to be considered for the posted job must file with the Human Resources Department a written application (on forms provided by the District) by the end of the posting period.~~

~~41.—All applications timely filed with the Human Resources Department will be reviewed by the District and the job will be awarded within~~

~~fourteen (14) calendar days after expiration of the posted notice. All applicants who possess the minimum requirements for the position will be interviewed, but the District will award the position to the applicant with the most skill, ability and experience. In determining the applicant with the most skill, ability and experience, the District shall consider the qualifications for the position, any special requirement reasonably related to the job being performed, and the employee's work record, including attendance and disciplinary record. If the skill, ability and experience of two (2) or more applicants are substantially equal, seniority shall govern. At the end of the fourteenth (14th) day, a notice will be posted showing the results of the job posting. The effective date to begin such new job assignment will be contained within the award announcement. Only full-time employees who have completed their probationary period shall be eligible for promotions.~~

~~Nothing contained herein will prohibit the District from not awarding or filling the advertised position if the employee is not qualified or the District needs change after the posting of the position. If the Union grieves the District's decision not to award the position, the District bears the burden of proof for its decision.~~

2. HOURS OF WORK - SECTION 52

Modify as follows:

The following are the hours of work for Security Officers. Any changes made during the life of this Agreement will be reflected in Section 2.1 of the NEORS
Security Officer's Standard Operating Procedures:

- (A) Administration Building
Day Shift: ~~6:00~~5:30 a.m. to ~~2:00~~1:30 p.m.
Afternoon Shift: 1:00 p.m. to 9:00 p.m.

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

3. LUNCH PERIOD – SECTION 49

Modify as follows:

Employees working a regular eight (8) hour workday shall be allowed not less than thirty (30) ~~uninterrupted~~ minutes for a scheduled lunch period.

(Parties agree that lunch period is paid.)

4. **EQUALIZATION OF OVERTIME – SECTION 63**

§63 – Agree to Union’s proposal (change notice period from 2 days to 7 days for scheduled overtime).

5. **LEAVES OF ABSENCE – SECTION 65 - 76**

- See attached Leaves of Absence proposal
- Section 65 – Add following language to end of Section 65:

“The leave policies shall remain in place during the life of the Agreement.”

6. **UNIFORMS AND TOOLS – SECTION 93**

District agrees to Union’s proposal to maintain list in the Agreement and eliminate distinction between probationary and non-probationary employees. But, add the following language: “Employees must possess the proper certification and/or licensure to receive weapons and holders.”

7. **FIREARMS – SECTION 111**

Delete entire section **except** the following language:

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

8. **VACATIONS – SECTION 85**

Modify as follows:

All vacations shall be granted and taken at such time as shall be mutually agreeable to the employee and the Chief of Security insofar as possible. Where they are unable to agree, the decision of the Chief of Security shall govern, unless an employee selects his vacation in the month of January; then the employee’s selection shall govern. The division head may permit the vacation to be taken on other than consecutive days. The Chief of Security shall annually prepare a vacation schedule so devised as to cause minimal interference with normal operations. In the event of conflict between employees in regard to vacation time, seniority shall control. Lists shall be provided so employees may give their preference according to seniority. ~~If requests are not made at the~~

~~prescribed time, then seniority no longer governs. For vacation requests made during the year, other than in the month of January, the Employer shall undertake a good-faith effort to notify an employee as to whether his vacation request has been granted within one (1) week of his request.~~

9. **RECOGNITION – SECTION 3**

Modify §3 as follows:

~~There shall be no discrimination in any manner relating to employment on the basis of sex, color, race, religion, national origin, ancestry, disability or age.~~

The District and the union are committed to providing equal employment opportunities for all persons regardless of race, color, ancestry, national origin, language, religion, citizenship status, sex, age, marital status, sexual preference or orientation, gender identity/expression, military/veteran status, disability, genetic information, membership in a collective bargaining unit, status with regards to public assistance, and political affiliation, or on the basis of association with an individual that falls into a protected category.

Equal opportunity extends to all aspects of the employment relationship, including but not limited to hiring, transfers, promotions, training, terminations, working conditions, compensation, benefits, and other terms and conditions of employment.

10. **GRIEVANCE PROCEDURE – SECTION 24**

- a. Change Step 3 to “Director of Human Resources” (currently “Executive Director”).
- b. The Union will agree to 14 day proposal.

11. **HOURS OF WORK – SECTION 48**

Security Officer personnel will be assigned to rotating shifts when designated by supervision and subject to provisions of Paragraph ~~405104~~, Shift Premium. Security Officer personnel on rotating shifts shall be subject to Paragraph 52. All promoted and newly-hired Security Officers will be subject to shift work.

12. **LIFE INSURANCE – SECTION 92**

Modify §92, second paragraph as follows:

Employees will be entitled to purchase life insurance to cover themselves after their retirement from the District. ~~However, current employees shall only be permitted to purchase retirement coverage provided it is available and does not increase the cost or group rating of District employees (i.e., only if it is cost-neutral to the District and to~~

employees). ~~If available, an~~ An employee must purchase such life insurance ~~on or before the date he/she~~ within thirty-one (31) days after he/she retires from the District.

13. **INSURANCE – SECTION 91**

- Modify ¶91(A) as follows:
 - The District agrees to provide the following hospitalization and health care plans or their equivalent: Medical Mutual of Ohio SuperMed Plus Plan and Kaiser Permanente. The District shall, for all full-time employees who are not covered by their spouse’s employer, pay the prevailing monthly premium charge for employees and dependent coverage in either of the above plans, subject to the contribution schedule set forth below. Such coverage will be made available only after ninety (90) days of employment with the District. ~~Effective January 1, 2007, the~~ The District shall ~~adopt~~ apply the Medical Mutual and Kaiser Permanente Plan design as set forth in Appendix B.

- Modify ¶91(B) as follows:
 - Effective April 1, 2013, modify monthly employee-premiums contribution as follows:

Employee only:	20% of premium capped at \$100
Employee + 1:	15% of premium capped at \$125
Employee + family:	12% of premium capped at \$160
 - Effective January 1, 2014, modify monthly employee-premium contributions as follows:

Employee only:	20% of premium
Employee + 1:	15% of premium
Employee + family:	12% of premium

Beginning April 1, 2013, employees opting for Kaiser coverage (or comparable HMO, if offered) must pay the difference of the premium costs between the Kaiser plan and the PPO plan plus the employee premium contribution.

(NOTE: If ratification or the vote on a factfinder’s report occurs after March 31, 2013, then the referenced “April 1, 2013” dates shall be modified to “May 1, 2013.”)

- Modify first sentence of second paragraph as follows:

The District shall have the right unilaterally to change insurance carriers and plan design provided levels of coverage remain equal or better.

- Delete ¶91(F)
- Add following language:

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

- All other provisions of Section 91 shall remain the same.

14. **EXHIBIT A**

Modify Exhibit A as follows:

| Administrative Building Rate – 2nd shift

15. **REMAINING PROPOSALS**

Parties to withdraw all remaining proposals not otherwise referenced herein except the issue of wages and “rotation”.

16. **DURATION**

3 year agreement.

LEAVES OF ABSENCE – SECTION 65 - 76

In addition to those benefits

3/14/2013

65. ~~Except as~~ provided herein, all employees covered by this Agreement, shall be entitled to the leaves set forth in the District's Employee Handbook issued on April 1, 2012.

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

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

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

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

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

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

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

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

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

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

Additional language to be provided on 3/14/2013.

Digitally signed by Basil
W. Mangano
DN: c=US, cn=Basil W.
Mangano, o=Mangano
Law Offices Co., LPA
Date: 2013.03.13
13:22:33 -04'00'



3-13-13



HOLIDAYS – SECTION 77 - 80

In addition to the following 3-14-2013
77. Except as provided herein, all employees covered by this Agreement, shall be entitled to the Holiday Pay set forth in the District's Employee Handbook issued on April 1, 2012.

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

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

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

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

82. All twelve (12) hour-shift employees will receive twenty-four (24) hours of Personal Holiday time, **to be taken in a minimum of one (1) hour increments, subject to the notice and approval provisions of section 81 of this Article above. to be taken in twelve (12) hour or six (6) hour increments, subject to the notice and approval provisions contained herein.**

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

VACATIONS – SECTION 81 - 87

81. Except as provided herein, all employees covered by this Agreement, shall be entitled to the Vacations set forth in the District's Employee Handbook issued on April 1, 2012.

82. All vacations shall be granted and taken at such time as shall be mutually agreeable to the employee and the Chief of Security insofar as possible. Where they are unable to agree, the decision of the Chief of Security shall govern, unless an employee selects his vacation in the month of January; then the employee's selection shall govern. The division head may permit the vacation to be taken on other than consecutive days. The Chief of Security shall annually prepare a vacation schedule so devised as to cause minimal interference with normal operations. In the event of conflict between employees in regard to vacation time, seniority shall control. Lists shall be provided so employees may give their preference according to seniority. If requests are not made at the prescribed time, then seniority no longer governs. For vacation requests made during the year, other than in the month of January, the Employer shall undertake a good-faith effort to notify an employee as to whether his vacation request has been granted within one (1) week of his request.

3/14/2013

KAISER PERMANENTE
Kaiser Permanente HMO

Rate Listing
0215 N E OHIO REGIONAL SEWER DIST. - RAS

Rates Effective 1/1/2010 - 12/31/2010

Deductible (Single/Family)	\$250/\$500
Coinsurance	20%
Out of Pocket Maximum (Single/Family)	\$1,000/\$2,000
OUTPATIENT CARE	
Office Visits-Primary Care Physician	\$20 per visit
Allergy treatment	\$8 per visit
Office Visits-Specialist	\$20 per visit
-Vision Exams available through affiliated providers	\$20 per visit
Prenatal Care	No Charge
Outpatient surgery	20% after deductible
Urgent Care Office Visits	\$20 per visit 20%
Physical, Speech, and Occupational Therapy	
-Up to 20 visits per calendar year	after deductible
PREVENTIVE SERVICES	
Preventive adult physical primary care exam	No Charge
Preventive Well Child Care primary care exam	No Charge
Preventive Mammogram and PAP screening	No Charge
Preventive Lab and X-ray screening	No Charge
DIAGNOSTIC SERVICES	
-Laboratory and diagnostic testing, X-rays	No Charge
HOSPITAL INPATIENT CARE	
Inpatient Services	
EMERGENCY SERVICES (Fee waived if admitted)	
Emergency Use of any Emergency Room ²	20% after deductible
Emergency Services provided at a non-Plan Facility ²	
AMBULANCE SERVICES	
Only when transportation in any other vehicle would endanger your health	
BIOLOGICALLY BASED MENTAL ILLNESSES	20% after deductible
Outpatient Services	
Inpatient Services	
MENTAL HEALTH SERVICES	
Outpatient	\$50 per visit
Inpatient	\$50 per visit
CHEMICAL DEPENDENCY SERVICES	
-Detoxification in a specialized facility	20% after deductible
Outpatient	
-Detoxification	\$20 per visit
-Individual Therapy	
ALTERNATE CARE	
Home Health Services	20% after deductible
Hospice Home Care/Respite Care	20% per admits
Skilled care in a Skilled Nursing Facility	\$20 per visit
-Up to 100 days per calendar year	
INFERTILITY SERVICES-inpatient	
-Outpatient	20% ¹
	\$20 per visit

N E Regional Sewer District 1490736

\$20 per visit
20% after deductible No Charge
20% after deductible
30% 130%

PRESCRIPTION DRUGS

-Covered Formulary Drugs and Accessories up to a 31 day supply at Kaiser Permanente and affiliated network facilities \$10 generic \$20 brand
-Up to 82 day supply of maintenance drugs by mail order from the Kaiser Permanente Mail Order Pharmacy

DURABLE MEDICAL EQUIPMENT

Medicare approved durable medical equipment No Charge
ADDITIONAL BENEFITS AND SERVICES

¹When a plan deductible is indicated, services are subject to deductible.
²services for emergencies are covered at any emergency room. Medical services received at non-plan Emergency

	Sub	Sub + 1	Family		
Monthly Premium	\$489.75	\$979.49	\$1,469.24		

ilities that do not meet the HMO definition are not eligible for coverage

Disclaimer:

Please note that if your organization has any insured for whom Medicare Part A and or B is Primary you should consult your Kaiser Permanente sales representative to receive the applicable rates for those individuals.

Notes and Restrictions

- Rates are monthly and based upon census submitted. Final rates will be based on actual enrollment.
- Rates based on current census, may change based on Open Enrollment.

I agree to accept the above rates effective with the contract period noted above and for the benefit plan titled on this exhibit.

Client Signature (Date)

Broker Signature (Date)

Sales Rep. Signature (Date)



Northeast Ohio Regional Sewer District
SuperMed Plus



Benefits	Network	Non-Network
Benefit Period	January 1 ³ through December 31 ⁴	
Dependent Age Limit	Age 23; Removal upon Birthday	
Pre-Existing Condition Waiting Period	Does Not Apply	
Blood Pint Deductible	3 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible — Single/Family	\$250 / \$500	
Coinsurance	80%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
Physician/Office Services		
Office Visit (1 illness/Injury) ²	\$20 copay, then 100%	70% after deductible
Urgent Care Facility Services	\$20 copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine, influenza, human papillomavirus vaccine, varicella, hepatitis b, MMR and pneumococcal polysaccharide are covered services)	80% after deductible	70% after deductible
Preventative Services		
Office Visit/Routine Physical Exam (One exam per benefit period) ²	\$20 copay, then 100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 9, limited to a \$1,000 per benefit period) ²	\$20 copay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age nine)	100%	70% after deductible
Routine CA-125 Test	100%	
Routine Colonoscopy (Ages 50 and older)	100%	
Routine Mammogram (One per benefit period)	100%	
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Physical/Occupational Therapy (40 visits per benefit period)	80% after deductible	70% after deductible
Chiropractic Therapy (12 visits per benefit period)	80% after deductible	70% after deductible
Speech Therapy (20 visits per benefit period)	80% after deductible	70% after deductible
Cardiac Rehabilitation	80% after deductible	70% after deductible
Emergency use of an Emergenc Room ⁵	\$50 co-pay	then 100%

Non-Emergency use of an Emergency Room	\$100 copay, then 100%	\$100 copay, then 70%
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Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	70% after deductible
Maternity	80% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	70% after deductible
Additional Services		
Allergy Testing	80% after deductible	70% after deductible
Allergy Treatment	80% after deductible	70% after deductible
Ambulance	80% after deductible	70% after deductible
Durable Medical Equipment	80% after deductible	70% after deductible
Home Healthcare	80% after deductible	70% after deductible
Hospice (180 days per benefit period)	80% after deductible	70% after deductible
Organ Transplants	80% after deductible	70% after deductible
Private Duty Nursing	80% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	Benefits paid same as corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services (25 visits per benefit period)		

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

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

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

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

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

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

Non-urgent primary deductible. Member deductible is the same as single deductible, 3 month carryover applies.
The office visit copay applies to the cost of the office visit only.

*Copay waived if admitted.

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



**Prescription Drug Program
 Northeast Ohio Regional Sewer
 District**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Age 23; Removal upon Birthdate	
Formulary Retail Program with Oral Contraceptive Coverage and Weight Loss Medication		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$40	30
Formulary Mail Order Program with Oral Contraceptive Coverage and Weight Loss Medication		
Generic Copayment	\$10	90
Formulary Copayment	\$20	90
Non-Formulary Copayment	\$40	90

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

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

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

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

