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An Agreement
Between
THE CITY OF BROADVIEW HEIGHTS
and
THE FRATERNAL ORDER OF POLICE, OHIO LABOR
COUNCIL, INC.

(Correction Officers)

Effective: January 1, 2012

Expires: December 31, 2014

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ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the Employer of Broadview Heights, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC".

ARTICLE 2 PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the Employer of Broadview Heights, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

3.01 The FOP/OLC is recognized as the sole and exclusive representative for negotiating wages, hours, and terms and conditions of employment for all regular full-time Correction Officers on the Broadview Heights Police Department, excluding all part-time, seasonal and temporary employees. The Employer will not recognize for the term of this Agreement any other union or association of employees as the representative for Correction Officers within such classification and holding the rank of Correction Officers. The term employee as used in this Agreement shall mean any member of the Broadview Heights Police Department who holds the classification of Correction Officer.

ARTICLE 4 DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the FOP/OLC and the regular FOP/OLC dues from the wages of those employees within the bargaining unit upon receipt from the FOP/OLC of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that:

a) The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP/OLC from time to time in accordance with its Constitution and Bylaws. The FOP/OLC shall certify to the Employer the amounts due and owing from the employees who have submitted the authorization cards referred to herein.

b) An employee shall have the right to revoke such authorization by giving written notice to the Employer and the FOP/OLC during the thirty (30) day period preceding the termination of this Agreement. An employee who revokes such authorization shall revert to a fair share status in accordance with the terms of Revised Code Section 4117.09(C).

c) The Employer's obligation to make deductions shall terminate automatically upon an employee's permanent transfer to a job classification outside the bargaining unit.

d) The FOP/OLC hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the FOP/OLC shall indemnify the Employer for any such liabilities or damages that may arise.

4.02 A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the FOP/Ohio Labor Council, Inc. 222 E. Town St., Columbus, Ohio 43215 within thirty (30) days from the date of making said deductions.

ARTICLE 5 FAIR SHARE FEE

5.01 All members of the bargaining unit, as identified in Article 3 of this Agreement, shall either (1) maintain their membership in the FOP/OLC, (2) become members of the FOP/OLC, or (3) pay a Fair Share Fee to the FOP/OLC in an amount not to exceed the annual dues for membership in the FOP/OLC, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

5.02 In the event that a Fair Share Fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deduction".

5.03 The FOP/OLC hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligation under this Article and the FOP/OLC shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 Except to the extent modified herein, any and all rights concerned with the management of Broadview Heights Police Department are the exclusive and sole responsibility of the Employer. It is further recognized that the Employer has the right to:

a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;

b) Direct, supervise, evaluate, or hire employees;

c) Maintain and improve the efficiency and effectiveness of governmental Operations;

d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- e) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- f) Determine the adequacy of the work force;
- g) Determine the overall mission of the Employer as a unit of government;
- h) Effectively manage the work force;
- i) Take actions to carry out the mission of the Employer as a governmental unit.

ARTICLE 7 EMPLOYEE RIGHTS

7.01 An employee may request the presence and advice of an FOP/OLC representative at investigatory interviews which the employee reasonably believes will result in disciplinary action. A representative shall not be a person who is subject to interrogation as a result of the incident out of which the investigation arose.

7.02 An employee who is to be questioned as a suspect in any investigation of any felony criminal charge against him shall be advised of his constitutional rights before any questioning starts.

7.03 Before an employee may be charged with any violations of the Rules and Regulations for a refusal to answer questions, he shall be advised that his refusal to answer such questions will be the basis of such a new charge.

7.04 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

7.05 An employee will be informed of the nature of any investigation of himself prior to any questioning, if the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

7.06 An employee may obtain information from or add information to his personnel file in accordance with Chapter 1347 of the Revised Code.

7.07 Records of verbal and written reprimands that are more than three (3) years old shall not be used in the arbitration procedure.

ARTICLE 8 NO STRIKE

8.01 The Employer and the FOP/OLC agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of issues covered under the terms of this Agreement.

8.02 The FOP/OLC and any member of the bargaining unit, for the duration of this Agreement, shall not directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operations of the Employer. A breach of this Section by an employee shall be proper cause for discharge or other disciplinary action by the Employer.

8.03 The FOP/OLC and its officers and/or stewards shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the FOP/OLC and its officers and/or stewards shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the FOP/OLC. The FOP/OLC and its officers and/or stewards shall advise the employees to return to work immediately.

A breach of this Section shall constitute proper charge for disciplinary action.

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

ARTICLE 9 DISCIPLINE

9.01 Disciplinary action taken by the Employer shall be for just cause.

9.02 A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action. The City reserves the right to utilize any predisciplinary proceedings forms/notices.

9.03 Prior to any discipline being imposed, the employee shall be given a meaningful opportunity to respond to the Chief of Police.

9.04 In the case of suspension without pay, an employee may immediately file a grievance at Step 2 of the Grievance Procedure contained in Article 11 of this Agreement. Such Step 2 hearing shall be held within fourteen (14) calendar days of the filing of the grievance and answered within seven (7) calendar days of the hearing.

9.05 Records of disciplinary action, except for suspensions, shall not be considered for subsequent discipline after a period of two (2) years unless the discipline is for the same or substantially similar conduct.

9.06 No polygraph examinations or mechanical devices shall be administered for disciplinary purposes unless approved by the union and the person or persons under questioning or investigation. Nothing herein shall be construed to limit the authority or procedures of any criminal investigation.

ARTICLE 10 ASSOCIATION REPRESENTATION

10.01 The parties recognize that it may be necessary for an employee representative of the FOP/OLC to leave a normal work assignment while acting in the capacity of a Union representative. The FOP/OLC recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the supervisor in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in good faith processing of grievances, and at any meetings at which the Employer requests a representative be present during his regular working hours.

10.02 The City shall grant up to two (2) work days per year of release time without loss of pay for an authorized FOP/OLC representative(s) or delegate(s) to attend FOP/OLC functions such as, but not limited to, conventions, educational meetings, or conferences. The FOP/OLC shall give the City reasonable advance notice of the request which approval of the City shall not unreasonably withhold although nothing herein shall be construed to require the City to approve the attendance of more than one (1) authorized representative or delegate at the same time.

ARTICLE 11 GRIEVANCE PROCEDURE

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

11.02 A grievance is a dispute or a difference between the Employer and the FOP/OLC, or between the Employer and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement. When any such grievance arises, the following procedure will be observed:

Step 1. An employee who has a grievance must submit it in writing to the Chief within five (5) calendar days after the occurrence of the events upon which his grievance is based. The grievance shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and/or the steward. The Chief shall give his answer in writing within seven (7) calendar days after receipt of the grievance. The Chief's answer shall be given to the grievant or the FOP/OLC.

Step 2. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Mayor within five (5) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall meet with the grievant and/or a representative of the FOP/OLC within twenty (20) calendar days after receipt of the appeal. The Mayor or his designee shall issue a written decision to the employee and his FOP/OLC representative within fifteen (15) calendar days from the date of the meeting. The decision of the Mayor shall be final with respect to discipline involving an oral or written reprimand.

Step 3. Except in the case of oral or written reprimands, in the event a grievance is unresolved after Step 2, then within ten (10) calendar days after the rendering of the decision at Step Two, the grievant may submit the grievance to arbitration. Within this ten (10) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to submit a panel of arbitrators and will choose one by the alternate strike method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance adversely affect the normal operations of the department.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

11.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the FOP/OLC, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the Employer at any of the preceding steps may be immediately referred by the FOP/OLC to the next level.

11.04 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays, or Holidays.

11.05 An employee may present grievances and have them adjusted, without the intervention of a representative of the FOP/OLC, as long as the adjustment, if any, is not inconsistent with the terms of this Agreement. A representative of the FOP/OLC shall have the opportunity to be present at such adjustment.

11.06 The FOP/OLC shall submit, in writing, the name of the employee to act as steward for the purpose of processing grievances as defined in the Grievance Procedure. The Employer shall be notified in writing of changes of all Officers of the Local and stewards as they occur. These employees shall not be permitted to function as a steward until the FOP/OLC has presented the Employer with written certification of the person's selection.

ARTICLE 12 NON-DISCRIMINATION

12.01 The Employer and the FOP/OLC agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, or handicap.

12.02 The FOP/OLC expressly agrees that membership in the FOP/OLC is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE 13 GENDER AND PLURAL

13.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 14 OBLIGATION TO NEGOTIATE

14.01 The Employer and the FOP/OLC acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

14.02 Therefore, for the life of this Agreement, the Employer and the FOP/OLC each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 15 **CONFORMITY TO LAW**

15.01 The provisions of this Agreement shall prevail over or be subject to any present and future Federal, State and Local Laws, along with any applicable Rules and Regulations as is provided in Revised Code Section 4117.10. The invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

15.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable; such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 16 **LAYOFFS**

16.01 Members of the bargaining unit may be laid off only for lack of work or lack of funds.

16.02 In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their full time seniority (last hired, first laid off).

16.03 A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of two (2) years.

16.04 A recall from lay off will be based upon full time seniority (last laid off, first recalled).

16.05 In the event that full time employees are laid off and there is a need for part time employment, full time laid off employees will be given preference for such part time assignments provided they have current phone numbers and addresses on file with the Employer and that are available.

ARTICLE 17 **SAVINGS CLAUSE**

17.01 In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the FOP/OLC will, at the request of either party hereto, promptly enter into negotiations relative to the particular provision(s) deemed invalid or unenforceable.

ARTICLE 18

CURRENT PRACTICES

18.01 All conditions and provisions beneficial to the Employer of Broadview Heights and full time Correction Officers which are in effect and which are not specifically provided for or altered by the Agreement shall remain in effect for the duration of this Agreement, unless after meeting and conferring with the Union, the Employer of Broadview Heights specifically alters or eliminates any particular practice.

18.02 This Agreement supersedes all existing and previous agreements, rules, regulations and customs heretofore established which are in conflict with this Agreement, and such agreements, rules, regulations and customs are hereby abolished, except in those cases where the Employer and the FOP/OLC have mutually agreed to continue said agreements, rule, regulation or custom. This provision shall not affect laws and ordinances covered by Revised Code Section 4117. 10.

ARTICLE 19

HOURS OF WORK/OVERTIME

19.01 The regular work period for all employees covered by this Agreement will be eighty (80) hours in a fourteen (14) day period. It is expressly understood that the scheduling of employees within such fourteen (14) day period is a management right.

19.02 Overtime pay for employees shall be at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for any time employed over and above eight (8) hours in a single day or eighty (80) hours in a fourteen (14) day period.

19.03 For the purpose of overtime computation, longevity computation shall be included in the base rate for such compensation. All other hours paid, but not worked, excluding holidays and vacation; shall be excluded from the computation of overtime.

19.04 Employees shall have the option of receiving overtime compensation in the form of compensatory time off computed at the same rate as set forth in Section 2 of this Article.

19.05 Compensatory time may be accumulated to a maximum of four hundred eighty (480) hours. An employee who, upon resignation, death, retirement, or other termination of employment, has accumulated compensatory time, shall be paid for such accumulated compensatory time based upon the prevailing regular hourly rate.

ARTICLE 20

CALL IN PAY/COURT TIME

20.01 An employee who is called to work at a time he is not regularly scheduled shall be paid for hours worked in call-out capacity of a minimum of three (3) hours to be paid at the applicable rate. However, an employee will not be guaranteed any minimum time if called to work for a period immediately contiguous to his or her shift.

20.02 Whenever approved by the Chief, employees appearing in court on behalf of the City during non-scheduled work time shall be paid at the applicable rate for three (3) hours or the actual hours worked, whichever is greater, except that if the court appearance is immediately

before or after the employee's regular shift, in which case the employee shall be compensated for the actual hours worked.

ARTICLE 21 HOLIDAYS

21.01 In lieu of paid holidays, full time employees shall be entitled to 80 hours of paid time off each year to be taken at times as approved of by the Chief of Police.

21.02 Each employee shall be compensated at the rate of time and on-half (1 ½) times his straight time hourly rate for working the following days:

New Year's Day	Martin Luther King Day
Easter Sunday	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Eve
Christmas Day	New Year's Eve

21.03 All employees shall receive two (2) personal days each year. Such personal days must be used in eight hour segments and approved in advance by the Chief of Police or his designee.

ARTICLE 22 VACATIONS

22.01 All full-time employees of the Employer hired prior to June 1, 1994 shall be entitled on their anniversary date to the following paid vacation provided that they worked at least 1,040 hours in their preceding anniversary year and have accrued the required years of service. No employee shall be penalized pursuant to this provision if an absence due to an on-duty injury results in total accumulated time off of 1,040 hours or more:

<u>LENGTH OF SERVICE</u>	<u>WEEKS OF VACATION</u>
After 1 year	Two (2) weeks
After 5 years	Three (3) weeks
After 10 years	Four (4) weeks
After 15 years	Five (5) weeks
After 25 years	Six (6) weeks

22.02. Vacation time shall be taken at a time approved of by the Chief of Police.

22.03 An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect and be granted such a transfer, provided no break in service has taken place between such transfer.

22.04 Vacation time may be carried over from one year to the next calendar year, and the carry over shall be limited to the employee's annual vacation eligibility only.

22.05 Full-time correction officers may, one time per year with two weeks' notice to the Chief or designee, convert up to forty (40) hours of accumulated vacation to a lump sum cash payment.

ARTICLE 23 **SICK LEAVE**

23.01 Every employee shall be entitled to one and one-fourth (1 ¼) days sick leave per month of service, while actually disabled by sickness or physical injury, and shall be allowed the same compensation on sick leave as if actually employed.

23.02 The sick leave herein provided for shall be applied to scheduled work days only.

23.03 The sick leave herein provided for shall be cumulative without limit. "Cumulative" means the accumulation of all unused sick leave for any number of years.

23.04 Employees shall, at the time of retirement from active full-time service with the Employer, with ten or more years of continuous service with the Employer, be paid in cash for ¼ of the employees accrued but unused sick leave, up to a maximum accrual of 120 days. The dollar value of sick pay shall be based on:

- a) Employees annual salary at the time of retirement; and
- b) A work year of 52 weeks and 5 days per week.

For this calculation, paid vacation days and holidays are considered work days. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be made by the Employer only once for any employee during his lifetime. This section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation or any other like termination except at retirement as set forth herein.

23.05 If an employee is sick in excess of three (3) consecutive days, the Chief may require a certificate from a licensed physician to be filed not later than four (4) days after the commencement of the sickness or disability.

23.06 An employee who is to be absent or sick shall notify his supervisor of such absence and the reason therefore within a reasonable time before the start of his shift each day he is to be absent and may be required to substantiate such absence on return to work.

23.07 Sick leave shall be granted for the absence from duty because of illness, injury, disease, exposure to contagious disease, or attendance upon members of the immediate family whose illness requires the care of such employee. "Immediate family" shall mean father, mother, sister, brother, wife, husband or children related either by blood, marriage or adoption to the employee and who are residing with the employee. In the case of children only, the employee is eligible for sick leave to care for such child even though the child may not reside with the employee, where the employee has custodial or legal parental rights pursuant to a court decree.

23.08 An employee who, without service interruption, transfers from this Department to another Department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

23.09 Employees may convert unused sick leave above and beyond the one hundred twenty (120) days accumulated to days off at the rate of two (2) unused sick days to one (1) day off.

23.10 Employees shall not be permitted to retain and transfer accumulated sick leave from any public service employment outside the Employer of Broadview Heights.

ARTICLE 24 SENIORITY

24.01 Seniority shall be defined as a full-time employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

24.02 An employee's seniority shall be terminated when one or more of the following occur:

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid-off for a period of time exceeding twenty four (24) months;
- d) He retires;
- e) He fails to report for work three (3) consecutive working days without having given the Employer advance notice of his pending-absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work within one (1) year or upon the expiration of any leave applicable to him, whichever is greater;
- g) He refuses a recall or fails to report to work within ten (10) working days from the date the Employer sends a recall notice by certified mail addressed to the employee's last known address as shown on the Employer's records.

24.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be the highest ranked test score from the Competitive Correction Officer Exam and if the scores are equal, by the date the employee's application was received by the Employer.

ARTICLE 25 FUNERAL LEAVE

25.01 In case of death of an employees spouse, child, parent, brother, sister, step-parent, grandparent, father-in-law, or mother-in-law, that employee shall be granted three (3) days funeral leave without loss of pay, benefits, personal days off, holiday, vacation, or sick leave to attend the funeral or memorial service of the deceased family member.

25.02 If time beyond the three days is necessary, the employee may request such additional time and the Chief or his designee may grant at his discretion such additional time. If eligible, the employee may apply holiday, personal days, vacation and/or compensatory time.

ARTICLE 26 DISABILITY LEAVE

26.01 An employee who is disabled as a result of the performance of hazardous duties, as defined below, within the scope of his employment as a full time employee of the Employer, if such disability prevents him from performing his duties shall be paid his regular compensation during the continuance of such service related disability but for a period not to exceed one hundred eighty (180) calendar days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. Hazardous duty is defined as injury resulting from performing functions that result directly from contact with and/or exposure to suspects and/or prisoners.

26.02 An employee who is disabled as a result of the performance of non-hazardous duties within the scope of his employment as a full-time employee of the Employer, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed one hundred eighty (180) calendar days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first ten (10) days of said service related disability shall be charged to said employees accumulated sick leave credit, or if less than ten (10) days accumulated sick leave credit is available, the existing sick leave credit then available shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave. The City, in its sole discretion, may waive the requirement that the employee file for Workers' Compensation benefits although nothing herein shall be construed to prevent the employee from filing for Workers' Compensation benefits.

26.03 Any employee who obtains a paid leave under this Article shall file for Worker's Compensation and sign a waiver assigning to the Employer those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

26.04 Certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month which disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the Employer at any time.

26.05 In the event any employee is dissatisfied with the determination of the Finance Director on the Employer's medical examination, the employee may submit the question to the grievance procedure.

ARTICLE 27 JURY DUTY LEAVE

27.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court or jury duty, as provided for in the Ohio Revised Code.

ARTICLE 28 COMPENSATION

28.01 The following compensation schedule shall be effective for all full-time Correction Officers:

	Effective Jan. 1, 2012 <u>Hourly Rate</u>	Effective July 1, 2012 <u>Hourly Rate</u>	Effective Jan. 1, 2013 <u>Hourly Rate</u>	Effective July 1, 2013 <u>Hourly Rate</u>
1 year	\$ 14.07	\$ 14.21	\$ 14.35	\$ 14.49
1-2 years	\$ 16.40	\$ 16.56	\$ 16.73	\$ 16.90
2-3 years	\$ 17.98	\$ 18.16	\$ 18.34	\$ 18.52
Over 3 years	\$ 18.95	\$ 19.14	\$ 19.33	\$ 19.52

NOTE: The Employer at its discretion may start new hires at any of the aforementioned three (3) step progression or may accelerate an employee's step progression as it deems appropriate. The annual step progression shall be based on the initial hire step progression.

Active service is understood to be the current year. If an employee does not work the full year, the bonus will be prorated.

ARTICLE 29 LONGEVITY

29.01 Each full-time employee shall be entitled to longevity pay at the rate of nine dollars (\$9.00) per month of service after five (5) years of service and paid on the anniversary date of such employment up to a maximum annual payment of two-thousand one-hundred and sixty dollars (\$2,160.00).

ARTICLE 30 UNIFORM ALLOWANCE

30.01. All newly hired probationary employees shall receive the following items within thirty (30) days of his appointment:

1. 3 pair pants or skirts
2. 2 long sleeve shirts
3. 8 short sleeve shirts
4. 1 pair shoes
5. 1 belt
6. 2 ties
7. 1 8-point hat
8. 1 all purpose jacket
9. 1 pair of handcuffs with carrying case
10. 1 pair of gloves

- 11. 1 stocking cap
- 12. 1 sweater

30.02 All non-probationary employees shall receive an annual uniform allowance in the amount of six hundred dollars (\$600.00). Employees shall be permitted to carryover one hundred fifty dollars (\$150.00) to the following year.

30.03 This allowance shall be for the purpose of securing uniforms, clothing or equipment as required and proof of purchase and approval by the Chief is required.

30.04 All employees shall receive, on or about December 1st each year of the contract, a maintenance allowance for uniforms in the amount of Three Hundred Dollars (\$300.00).

30.05 Whenever personal clothing is damaged or destroyed while on duty, the Employer shall repair or replace same provided that it is not otherwise recoverable up to a maximum of one hundred fifty dollars (\$150.00). Proof of cost incurred and approval is required.

30.06 Allowances contained in Sections 30.02 and 30.04 above shall be prorated depending on the hire date or date of employment cessation.

30.07 If a probationary employee leaves the employ of the Employer prior to the completion of the probationary period, he shall reimburse the Employer and/or return items, if appropriate, to the Employer.

30.08 Short sleeve uniforms will be the uniform year round worn by Correction Officers scheduled to work in the jail. Long sleeves will be worn for court duty and court appearances during the dates of October 15 – thru April 1.

ARTICLE 31 INSURANCE

31.01 Subject to Section 31.02 below, the Employer will provide employees covered by this Agreement the minimum levels of coverages, subject to any applicable employee premium contribution, as summarized and contained in Appendix I, Appendix II and/or Appendix III.

31.02 The parties agree that in their efforts to reduce hospitalization/medical costs a City-wide Joint Medical/Hospitalization Insurance Committee with a representative from the Union will be established and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer. Should the Insurance Committee recommend changes to the coverages, including premium contributions, described above then the revised coverages and/or other changes shall be submitted to the Union. The Union shall have the opportunity to accept or reject the recommended changes, as a whole, and unless rejected by the Union within thirty (30) days of submittal and, further, provided they are adopted by the City, the recommended changes shall be deemed to be incorporated herein and shall supersede those set forth above to the extent they are in conflict. The parties agree to reopen negotiations regarding this Article, including utilization of the applicable impasse resolution procedures if necessary, if any one of the three (3) following events occur: 1) The Union rejects the recommended changes of the Insurance Committee within thirty (30) days of their submittal; 2) The City does not adopt

the recommended changes of the Insurance Company; or 3) The City elects to change the City health insurance coverages, including premium contributions, absent a recommendation from the Insurance Committee.

31.03 The parties agree that in their efforts to reduce hospitalization/medical costs the City wide Joint Medical/Hospitalization Insurance Committee with a representative from the FOP/OLC will be established and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer. It is understood that such recommendations do not obligate either party contractually.

31.04 If the Employer is able to obtain coverage through health maintenance organization (HMO) that has received official federal qualification status as a prepaid group practice and the Employer approves of such coverage, employees shall have the option of choosing the HMO coverage in place of the coverage furnished by the Employer in Section 31.1. If the cost for the HMO coverage is below ninety-five percent (95%) of the premium costs of coverage contained in Section 31.1, employees will not be required to contribute to their insurance premiums. If the premium costs for the HMO are above ninety-five percent (95%) of the premium costs for coverage contained in Section 31.1, employees will be required to contribute five percent (5%) of the total premium costs for the HMO coverage.

31.06 The Employer shall provide employees with a Life Insurance Policy as contained in the medical coverage insurance policy.

ARTICLE 32 MISCELLANEOUS

32.01 In any instance where the employer sends an employee for a medical examination, the employer shall pay the cost of the examination.

32.02 The Employer shall continue to pay for a period of six (6) months from the date of death to an employee's family the salary of the employee who is killed while performing his duties.

32.03 The Employer shall provide safe working conditions, equipment, and departmental procedures with the health and safety of the employee in mind.

32.04. The parties mutually recognize the serious nature of problems related to substance abuse and the need to protect the Employer's rights and interest as well as the employee's rights in this area. Therefore the following guidelines will apply:

- A. An employee will submit to medically reliable testing procedures if there is probable cause to suspect the employee of substance abuse and the Employer directs an employee to do so. The cost of the testing shall be borne by the Employer;
- B. Discipline resulting from substance abuse will be handled on an individual basis and the Union will be informed of the Employer's action as soon as practical; and
- C. Grievances involving substance abuse may be initiated at the third step of the grievance procedure.

ARTICLE 33

NOTICE SPACE

33.01 The Employer agrees to provide bulletin board space for notice for use by the FOP/OLC.

33.02 All FOP/OLC notices which appear on the bulletin boards shall be signed, posted and removed by the FOP/OLC officers during non-work time. All notices are limited to A thru G only:

- A. FOP/OLC recreational and social affairs;
- B. Notice of FOP/OLC meetings;
- C. FOP/OLC appointments;
- D. Notice of FOP/OLC elections;
- E. Results of FOP/OLC elections;
- F. Reports of non-political arms of the FOP/OLC; independent non-political arms of the FOP/OLC; and
- G. Non-political publications, rulings or policies of the FOP/OLC.

33.03 No FOP/OLC related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except in the designated area for use by the FOP/OLC.

33.04 Violation of any provisions of this Article shall subject the FOP/OLC to revocation of posting privileges by the Employer.

ARTICLE 34

ATTENDANCE AT ASSIGNED TRAINING SCHOOLS, SESSIONS OR SEMINARS

34.01 Members requesting permission to attend any school, training session or seminar shall submit a written request to the Chief stating the objective, the probable benefit it to the department and the expected expense. Such request shall be evaluated by the Chief, and he shall make the final determination and communicate it to the member.

34.02 If the Chief deems it necessary, he may require a member to attend any school, training session or seminar. Such attendance shall be deemed a requirement for their continued employment.

34.03 Attendance to any school, training session or seminar, pertinent to dispatching matters, shall be compensated at the regular straight time rate for travel time and attendance. Payment for attendance shall not exceed eight (8) hours in any one day designated as a training day.

34.04 Any employee required by the Chief to remain over night to receive training, shall receive an allowance for meals of thirty-five dollars (\$35.00) maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing cost for over night accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Chief.

34.05 If an employee is permitted or required to use his personal automobile for Employer business, he shall be reimbursed at the prevailing Internal Revenue Service rate. The Chief shall approve all such requests.

ARTICLE 35 PROBATIONARY PERIOD

35.01 All newly hired employees will be required to serve a non-contestable probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through the grievance procedure or appeal procedure contained herein or to any Civil Service Commission.

ARTICLE 36 DRUG AND ALCOHOL TESTING

36.01 The Employer has established a City-wide Drug and Alcohol Testing Policy applicable to and binding upon Members of the Union as well as all other employees of the City. A copy of the Policy is attached hereto.

36.02 Should the Employer elect to modify the Drug and Alcohol Policy, the proposed changes shall be submitted to the Insurance Committee for review and recommendation.

ARTICLE 37 COMMUNICABLE DISEASES

37.01 The City shall develop a written communicable diseases policy and along with any revisions to said policy disseminate to all Bargaining Unit Members a copy of the policy, including revisions.

37.02 The City recognizes that Bargaining Unit Members may come in contact with individuals infected with hepatitis B virus and that the Member may be at increased risk of acquiring hepatitis B infection. Consequently, vaccinations against hepatitis B shall be made available, at no cost to the Bargaining unit Member, for those Members who desire it. As part of the communicable disease policy referenced in Section 37.01, the City shall develop a written policy and procedure for administering the vaccination program.

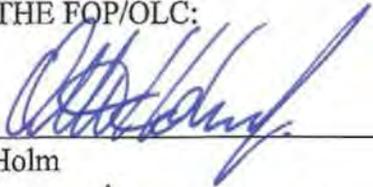
ARTICLE 38 DURATION OF AGREEMENT

38.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the FOP/OLC and except as otherwise noted herein shall become effective January 1, 2012 and shall remain in full force and effect until December 31, 2014. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2011, notice of such a desire shall be given prior to November 1, 2014. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

ARTICLE 39 EXECUTION

39.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 20 day of March, 2012.

FOR THE FOP/OLC:



Otto Holm

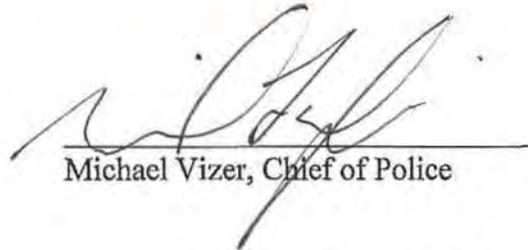


Eric Russell

FOR THE EMPLOYER:



Mayor Sam Alai



Michael Vizer, Chief of Police

Approved as to legal Form and Correctness:



Vincent Ruffa
Law Director

Appendix I

Summary of Medical and Hospitalization Insurance

The following pages in this Appendix summarize the medical and hospitalization coverages under two (2) alternate plan offerings – Plan A and Plan B. These insurance plans will be provided by company indentified in the summary unless the provider can no longer offer said coverages in which event, the employer shall provide substantially similar coverages. The employee may select either Plan A or Plan B only during the open enrollment period or as otherwise authorized by the provider. An employee not making a selection may be subject to a default selection being made for the employee.

If an Employee chooses coverage under Plan A, then depending on the coverage the employee has selected (family or single), employees shall contribute either five percent (5%) of the monthly insurance premiums up to seventy-five dollars (\$75.00) for family coverage or five percent (5%) of the monthly insurance premiums up to a maximum of forty dollars (\$40.00) for single coverage. Additionally, the Employee choosing Plan A will not be eligible for the vision benefit or prescription drug incentives. Employee contributions shall be made through payroll deductions. If an Employee chooses coverage under Plan B, then there is no monthly contribution to premium. Additionally, the Employee shall be eligible for vision coverage as set forth in Appendix III.

THIS SUMMARY IS ONLY A PARTIAL LIST OF THE BENEFITS AND CONDITIONS OF COVERAGE. THE CONTRACT OR CERTIFICATE WILL CONTAIN THE COMPLETE PROVISIONS.

PLANS A & B – SIDE-BY-SIDE COMPARISON

	"Plan A"		"Plan B"	
	Current Plan Network	Non-Network	Alternate Plan Network	Non-Network
Benefit Period	January 1st - December 31st		January 1st - December 31st	
Dependent Age Limit	19 Dependent/25 Student		19 Dependent/25 Student	
Lifetime Maximum	Unlimited		Unlimited	
Deductible	\$100/\$200	\$400/\$800	\$100/\$200	\$400/\$800
Coinsurance	100%	60%	80%	60%
Coinsurance Max (excluding deductible)	\$200/\$400	\$800/\$1600	\$300/\$600	\$800/\$1600
Physician Office Services				
Office Visit	\$15, 100%	80%	\$15, 100%	60%
Urgent Care	\$15, 100%	80%	\$15, 100%	60%
Immunizations	100%	80%	100%	60%
Preventative Services				
Physical Exam	\$15, 100%	80%	\$15, 100%	60%
Well Child including immunizations	\$15, 100%	80%	\$15, 100%	60%
Routine Mammogram	100%	80%	100%	60%
Routine Pap Test	100%	80%	100%	60%
Routine PSA	Not Covered	Not Covered	100%	60%
Routine Endoscopic Services	Not Covered	Not Covered	100%	60%
All Routine Lab, X-Rays & Medical Tests	100%	80%	100%	60%
Outpatient Services				
Surgical Services	100%	80%	80%	60%
Diagnostic Services	100%	80%	80%	60%
Emergency Use of an Emergency Room	\$50, then 100%		\$50, then 100%	
Non-Emergency Use of an Emergency Room	\$50, 100%	\$50, 80%	\$50, 80%	\$50, 60%
Inpatient Facility				
Semi-Private Room & Board	100%	80%	80%	60%
Skilled Nursing	100%	80%	80%	60%
Maternity	100%	80%	80%	60%
Additional Tests				
Allergy Testing and Treatments	100%	80%	80%	60%
Ambulance	100%	100%	80%	80%
Durable Medical Equipment	80%	80%	80%	60%
Prescription Drug				
Retail	\$10/\$15		\$10/\$15	
Mail Order	\$20/\$30		\$20/\$30	

Prescription drug benefit, provided only for those choosing Plan B, as follows:

- 1.) mail order incentive – if a maintenance medication is filled three times consecutively at the retail the pharmacy, the member will be charged twice the copayment on the fourth refill.
- 2.) generic incentive – if a brand name drug is chosen when a generic equivalent exists, the member will pay the cost difference between the brand name drug and the generic drug plus the generic drug copay.

Vision Benefits (See Appendix III) – provided only for those choosing Plan B.

- 3.) Prescription Drug Program changed effective with 2012 Plan Year per following Page.



City of Broadview Heights

2012 Prescription Drug Program

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Retail Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$10	30
Formulary Copayment	\$15	30
Non-Formulary Copayment	\$30	30
Retail Program with Oral Contraceptive Coverage – after the initial retail fill and two refills of a prescription drug (at the 4th fill)		
Generic Copayment	\$20	30
Formulary Copayment	\$30	30
Non-Formulary Copayment	\$60	30
Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	\$20	90
Formulary Copayment	\$30	90
Non-Formulary Copayment	\$60	90

Note: 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.

¹If the member or physician request a brand name drug and a generic equivalent drug is manufactured, the member pays the Generic Copayment plus the difference between the brand and generic costs

"PLAN A"



**City of Broadview Heights
SuperMed Plus**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent / 25 Student Removal upon End of Year	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	3 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$100 / \$200	\$400 / \$800
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$200 / \$400	\$800 / \$1,600
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	80% after deductible
Urgent Care Office Visit ²	\$15 copay, then 100%	80% after deductible
All Immunizations	100%	80% after deductible
Preventative Services		
Routine Physical Exam	\$15 copay, then 100%	80% after deductible
Well Child Care Services including Exam and Immunizations	\$15 copay, then 100%	80% after deductible
Well Child Care Laboratory Tests	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test	100%	80% after deductible
Routine Lab, X-Rays, Medical Tests	100%	80% after deductible
Outpatient Services		
Surgical Services	100%	80% after deductible
Diagnostic Services	100%	80% after deductible
Physical and Chiropractic Therapy Occupational Therapy (60 Visits Combined/Benefit Year)	Physical and Chiropractic- \$15 Copay, then 100% Occupational – 100%	80% after deductible
Speech Therapy (20 visits per benefit period)	100%	80% after deductible
Cardiac Rehabilitation	100%	80% after deductible
Emergency use of an Emergency Room ³	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$50 copay, then 100%	\$50 copay, then 80%
Inpatient Facility		
Semi-Private Room and Board	100%	80% after deductible
Maternity	100%	80% after deductible
Skilled Nursing Facility	100%	80% after deductible

Benefits	Network	Non-Network
Additional Services		
Allergy Testing and Treatments	100%	80% after deductible
Ambulance	100%	100%
Durable Medical Equipment	80% after deductible	80% after deductible
Home Healthcare	100%	80% after deductible (30 Visit Limit)
Hospice	100%	100%
Organ Transplants	100%	80% after deductible
Private Duty Nursing	100%	80% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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

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

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.

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.

¹In network deductible only applies to DME and medical supplies; Non Network deductible applies to all services.

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

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

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

"PLAN B"



**City of Broadview Heights
SuperMed Plus
2010 Buy Down Option**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent / 25 Student Removal upon End of Year	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	3 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$100 / \$200	\$400 / \$800
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$300 / \$600	\$800 / \$1,600
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	60% after deductible
Urgent Care Office Visit ²	\$15 copay, then 100%	60% after deductible
All Immunizations	100%	60% after deductible
Preventative Services		
Routine Physical Exam	\$15 copay, then 100%	60% after deductible
Well Child Care Services including Exam and Immunizations	\$15 copay, then 100%	60% after deductible
Well Child Care Laboratory Tests	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test	100%	60% after deductible
Routine PSA Test	100%	60% after deductible
Routine Endoscopic Services	100%	60% after deductible
All Routine Lab, X-Rays, Medical Tests	100%	60% after deductible
Outpatient Services		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Chiropractic Therapy Occupational Therapy (60 Visits Combined/Benefit Year)	80% after deductible	60% after deductible
Speech Therapy (20 visits per benefit period)	80% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency use of an Emergency Room ³	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$50 copay, then 80%	\$50 copay, then 60%
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility	80% after deductible	60% after deductible

Benefits	Network	Non-Network
Additional Services		
Allergy Testing and Treatments	80% after deductible	60% after deductible
Ambulance	80% after deductible	80% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible (30 Visit Limit)
Hospice	80% after deductible	100%
Organ Transplants	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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

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

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.

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.

¹In network deductible and Non Network deductible applies to all services.

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

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

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

Appendix II

Schedule of Dental Benefits

The following pages in this Appendix summarize the Dental benefits under Plan A and Plan B. This insurance plan will be provided by company indentified in the summary unless the provider can no longer offer said coverages in which event, the employer shall provide substantially similar coverages.

THIS SUMMARY IS ONLY A PARTIAL LIST OF THE BENEFITS AND CONDITIONS OF COVERAGE. THE CONTRACT OR CERTIFICATE WILL CONTAIN THE COMPLETE PROVISIONS.

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	\$50 single / \$150 family
Maximum benefit payable per Covered Person per Benefit Period	\$1,000
Dependent Age Limit	The end of the calendar year of the 19th birthday or the end of the calendar year of the 25th birthday if the dependent is a Full-time Student

It is important that you understand how MMO calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	Maximums and Limitations
Oral Exams	Two exams per Benefit Period
Bitewing x-rays	Two sets per Benefit Period
Full-mouth x-rays/Panorex	One every rolling 36 months
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	One per Benefit Period
Sealants	One every 36 months for Eligible Dependent children under age 19
Space Maintainers	For Eligible Dependent children under age 19
Crowns	Once every five years per tooth
Prosthetics (Fixed)	Once every five years per unit
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Dentures (Complete and Partial)	Once every five years Refining and rebasing is covered if done no less than six months after initial placement but not more than once in any 36 month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

DENTAL PAYMENT SCHEDULE	
Type of Service	You Pay the Following
<ul style="list-style-type: none"> • oral examinations/evaluations • bitewing x-rays • prophylaxis • space maintainers • fluoride applications • emergency palliative treatments 	0% of the Usual, Customary and Reasonable Amount. No deductible is required for these services
<ul style="list-style-type: none"> • inlays • onlays • crowns • dentures (complete & partial) • prosthetics (fixed) 	40% of the Usual, Customary and Reasonable Amount.
For all other Covered Services	20% of the Usual, Customary and Reasonable Amount.

NSTD-0265S

ORTHODONTIC SERVICES	
Maximum Benefit Payable per Covered Person	\$1,000 per lifetime
Eligibility	Available for Eligible Dependent children up to the age of 19
Deductible	\$50
Your Payment Amount	40% of the Usual, Customary and Reasonable Amount

BENEFIT VERIFICATION

Required for any Course of Treatment exceeding \$500 or involving one or more crowns.

Appendix III

Vision Benefits

The following pages in this Appendix summarize the vision benefits which are included in Plan B or provided at additional cost to the employee under Plan A. This insurance plan will be provided by company indentified in the summary unless the provider can no longer offer said coverages in which event, the employer shall provide substantially similar coverages.

THIS SUMMARY IS ONLY A PARTIAL LIST OF THE BENEFITS AND CONDITIONS OF COVERAGE. THE CONTRACT OR CERTIFICATE WILL CONTAIN THE COMPLETE PROVISIONS.

City of Broadview Heights

Eye Care Highlight Sheet



Plan 1: ViewPointe® Plan H Summary

Effective Date: 2/1/2010

	EyeMed Access Network	Out of Network
Deductibles		
	\$10 Exam	No deductible
	\$20 Eye Glass Lenses	
Annual Eye Exam	Covered in full	Up to \$35
Lenses (per pair)		
Single Vision	Covered in full	Up to \$25
Bifocal	Covered in full	Up to \$40
Trifocal	Covered in full	Up to \$55
Lenticular	20% discount	No benefit
Progressive	See lens options	NA
Contacts		
Fit & Follow Up Exams		
Standard	Standard: Member cost up to \$55	No benefit
Premium (Allowance)	Premium: 10% off of retail	No benefit
Elective	Up to \$130	Up to \$104
Medically Necessary	Covered in full	Up to \$200
Frames	\$130	Up to \$65
Frequencies (months)		
Exam/Lens/Frame	12/12/24	12/12/24
	Based on date of service	Based on date of service

Lens Options (member cost)

	EyeMed Network	Out of Network
Progressive Lenses		
Standard	Standard: \$65 + lens deductible	No benefit
Premium	Premium lens cost 20% discount \$120 allowance + Standard Progressive cost	
Std. Polycarbonate	\$40	No benefit
Tint (solid and gradient)	\$15	No benefit
Scratch Resistant Coating	\$15	No benefit
Anti-Reflective Coating	\$45	No benefit
Ultraviolet Coating	\$15	No benefit
Lasik or PRK	Average discount of 15% off retail price or 5% off promotional price at US Laser Network participating providers.	No benefit

APPENDIX IV

CITY DRUG AND ALCOHOL TESTING

Section 1. Policy: The parties are concerned about the effects of alcohol abuse and illegal drug use. Such use and abuse adversely affects work quantity and quality, jeopardizes employee health, and can create an unacceptable and dangerous work environment. Further, substance abuse is contrary to our commitment to excellence. Therefore, in order to promote a safe, healthy, and productive work environment the parties agree to implement the following substance abuse procedures.

Section 2. Procedure: Employees are prohibited from:

1. Possessing, using, buying, selling, transporting, or transferring illegal drugs while working, while on City property, or while operating City vehicles.
2. Possessing, consuming, buying, selling, transferring or transporting alcoholic beverages while working, while in City vehicles, unless specifically authorized in advance in writing by management.
3. Any use of controlled substances, which are defined under the regulations as marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).
4. Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater.
5. Any use of alcohol that could affect the performance of the employee including use during the eight (8) hours prior to work, or until an employee undergoes a post-accident alcohol test.

Section 3. Definitions:

1. "Under the influence" means, with respect to drugs and alcohol, the presence in an employee's system of any detectable amount of alcohol or drug, or its metabolites, and speech, actions, or an appearance which lead a supervisor to reasonably suspect that the employee's ability to perform his or her job safely and effectively has been impaired by drugs or alcohol.
2. The term "drugs" includes marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP), pursuant to Federal and Ohio law.

Section 4. Testing Procedure:

1. The following situations will result in the selection of employees for drug and/or alcohol testing:

- a. Pre-employment. All newly-hired employees and employees promoted or transferred into a safety-sensitive position must complete a drug test with a verified negative result prior to beginning employment or performing any safety-sensitive functions.
- b. Periodic. All affected employees may be drug tested in conjunction with their periodic physical at the City's expense.
- c. Random. All affected employees will be subject to random drug and alcohol testing and must report immediately upon being informed of their random selection.
- d. Reasonable Cause. Any affected employee shall be escorted to a collection site and provide a specimen if, in the opinion of their supervisor(s), there is reasonable cause to suspect the use of drugs or alcohol based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or odors.
- e. Post Accident. Immediately upon a supervisor/management decision that an employee has been involved in an accident while on duty or while acting in his or her capacity as an employee or representative of the City, the employee must submit to a urine collection at a designated collection site to test for the presence of drugs. Such urine test shall be conducted no later than thirty-two (32) hours after the accident. A post-accident alcohol test shall also be administered, generally within two (2) hours, but no later than eight (8) hours after the accident. Tests conducted by authorized federal, state or local law enforcement officials for drugs and/or alcohol may be used in lieu of the City conducting its own testing. An employee shall be subject to testing following an accident involving loss of human life if he/she was performing a safety-sensitive function. An employee involved in a nonfatal accident shall be subject to post-accident testing if he/she received a citation for a moving violation arising out of an accident.
- f. Follow-up Testing. After a previous positive test, the employee will be subject to unscheduled testing as required by the DOT and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty. Follow-up testing may also be conducted pursuant to the terms of a last chance agreement voluntarily entered into between the City and the employee.
- g. Return to Duty. An employee who tests positive for drugs or alcohol shall not be permitted to return to duty until he/she produces a negative test result and completes any recommended rehabilitation.

2. Employees will be directed to cooperate in urine and alcohol tests under the following circumstances:
 - a. Post accident as described above.
 - b. The appearance, speech, or actions of an employee causes a supervisor to reasonably suspect that the employee's ability to work may be impaired by alcohol or drugs.
 - c. As part of a required physical examination in which the employer will cover the cost of the test.
 - d. The employee tested positive previously and agreed to or is required to participate in follow-up testing.
 - e. The employee is selected at random for drug and/or alcohol testing.
 - f. Prior to returning to work if the employee has previously tested positive.
 - g. The employee is promoted or transferred into a safety-sensitive position from any non-safety sensitive position.
3. Employees who refuse to be tested are subject to discipline up to and including, discharge, depending upon the circumstances and the requirements of applicable law. Each employee shall be paid his/her regular hourly wage for the time involved in taking any drug/alcohol test required by the City.
4. All applicants for employment must submit to pre-employment testing for evidence of drug use. Refusal of an applicant to be tested will result in the applicant not being hired. The City will obtain, according to DOT regulations, information on positive alcohol and controlled substances tests and refusals to be tested within the preceding two (2) years from the previous employers. This information will be reviewed no later than fourteen (14) days after the employee performs safety-sensitive functions.
5. Urine specimens will be collected at a designated collection site under circumstances designed to prevent sample switching or tampering. Urine specimens will be sealed and sent via courier to a certified lab for testing. Detailed records will be kept to prevent misidentification of samples.
6. The following protocol will apply to all specimen collections:
 - a. The applicant/employee will provide a urine sample at the assigned collection site at the appointed time.

- b. The applicant/employee will participate in the chain of custody procedures in order to insure accurate collection by:
- (1) providing photo identification;
 - (2) completing and signing consent, release of information, and Chain of Custody forms; and
 - (3) following urine collection procedures in cooperation with the collection site.
- c. If the applicant/employee refuses to provide the specimen for drug or alcohol testing, the applicant may not be hired and the employee will be subject to discipline including discharge.
7. All positive urine screens will be confirmed through GC/MS testing (Gas Chromatography/Mass Spectrometry) before any discipline is imposed or hiring decisions are made.
 8. An independent Medical Review Officer (MRO) will review all drug tests performed by the laboratory. The MRO is to determine whether positive test results indicate illegal drug use or whether other medical explanations could account for the result. The MRO will attempt to contact the employee prior to notifying the City of the results.
 9. On all "positive" drug screen test results, the MRO will make reasonable efforts to first contact the applicant/employee and review the findings. If the applicant/employee cannot be reached during the above-mentioned time frame, City management will be contacted and informed to contact the applicant/employee and have such person contact or make themselves available to be contacted by the MRO to review the findings. If the applicant/employee does not make himself/herself available to be contacted by the MRO, the applicant may not be hired and an employee will be subject to discipline including discharge unless valid circumstances unavoidably prevented the employee from contacting the MRO in a timely manner.
 10. Confidentiality & Privacy. The City will attempt to ensure that all aspects of the testing process are as private and confidential as reasonably practical. As such, the City shall maintain records related to its substance abuse programs including employee test results in a secure location with controlled access. Actual test results will be provided to supervisors and managers who have a need to know such information; to the person tested; and any person permitted or required by law or regulation to receive such information including a subsequent employer. Except as required by law, test results will not be disclosed to co-workers, an employee's family, uninvolved supervisors, or law enforcement authorities without the specific permission of the person tested.

11. The City will, however, inform the police of trafficking in illegal drugs by employees or other criminal activity and will turn over any illegal drugs confiscated on City property to the police.
12. Consequences of Testing Positive. Employees who provide valid pre-dated prescriptions for the substance(s) for which they test positive will not be disciplined.
13. The consequences of testing positive may result in discipline including termination and refusal to submit to a test will result in termination of employment. Each case shall be reviewed on its own merits. A "positive test" for purposes of alcohol testing shall mean an alcohol concentration of 0.04 or greater. However, an employee who is found to have an alcohol concentration of 0.02 or greater, but less than 0.04 shall not be permitted to perform safety-sensitive functions. A "positive test" for purposes of drug testing shall mean the presence of a drug above the levels prescribed by DOT. In the event that the Employer elects not to terminate an employee for testing positive, the Employer may condition reinstatement upon successful completion of any treatment recommended and/or approved by the MRO. An employee who undergoes such treatment shall do so at his or her expense if not fully covered by applicable insurance. Additionally, an employee undergoing recommended treatment as a condition to reinstatement may utilize sick or other available leave, but if none is available shall be placed on unpaid leave.
14. Voluntary Treatment And Counseling. (Prior to detection or selection for testing.) The City shall reasonably accommodate an employee's substance abuse problem by granting an employee's request for treatment/rehabilitation, including treatment or rehabilitation through the employee assistance program. Employees who request leaves of absence for treatment will not be subject to discipline. These unpaid leaves will be approved by management and the employee must agree to abide by the "Last Chance Agreement". Employees may not, however, escape discipline by first requesting such treatment or leaves after being selected for testing or violating City policies and rules. Such requests for treatment will be kept confidential in accordance with federal and state law.
15. The City will establish an employee assistance program which will include a committee of an equal number of City and Union representatives to review requests and assist in the preparation of a plan for an employee who feels he or she may have a substance abuse problem. Such employees coming to the employee assistance program for help will not be disciplined or retaliated against.
16. Employees caught possessing, using, selling, buying or transferring drugs or alcohol while at work, on City premises, or while using City vehicles will be terminated.

17. Employees arrested for selling drugs to, or buying them from another employee will be suspended without pay and if convicted, terminated. Depending on the circumstances, employees arrested for and convicted of other drug offenses may also be terminated.
18. Employees are responsible for their conduct and actions while under the influence and will be subject to disciplinary actions for any policy or rule violations in an impaired state. Impairment due to drugs or alcohol shall not be construed so as to condone or exonerate an employee or be considered a justifiable defense or mitigating circumstances for any improper actions, violations of City policy and procedures, or poor performance.
19. Supervisor and Employee Training. The City will ensure that persons authorized to determine reasonable suspicion, including Union representatives, are trained to recognize the symptoms of impairment and intoxication. Further, employees of the City shall be provided a copy of this policy and information pertaining to testing procedures, conduct that is prohibited, the effects of drugs and alcohol, and the consequences for violations of the policy.

MEMORANDUM OF UNDERSTANDING

The parties, City of Broadview Heights ("Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("Union") agree to re-open negotiations on the issues of compensation and benefits for the calendar year 2014, under the impasse provisions contained in ORC 4117.14.

This Memorandum of Agreement is entered into this 20 day of March, 2012.

FOR THE UNION:



FOR THE EMPLOYER:



CITY OF BROADVIEW HEIGHTS, OHIO

ORDINANCE NO. 32-12

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND THE FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL, INC., RELATIVE TO THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD OF JANUARY 01, 2012 THROUGH DECEMBER 31, 2014 FOR FULL-TIME CORRECTIONS OFFICERS IN THE CITY OF BROADVIEW HEIGHTS, AND DECLARING AN EMERGENCY.

WHEREAS, the City Council deems it in the best interest of the City to enter into an agreement with the Fraternal Order of Police Ohio Labor Council, Inc., relative to terms and conditions of employment for full-time corrections officers in the City of Broadview Heights for the period January 01, 2012 through December 31, 2014.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

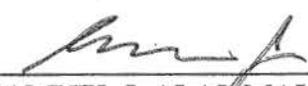
SECTION 1. The Mayor is hereby and herein authorized and directed to enter into an agreement with the Fraternal Order of Police Ohio Labor Council, Inc., relative to terms and conditions of employment for full-time corrections officers in the City of Broadview Heights for the period January 01, 2012 through December 31, 2014 upon the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein.

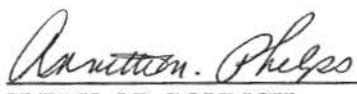
SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason stated in the preamble, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: March 12, 2012


PRESIDENT OF COUNCIL

DATE FILED WITH MAYOR: March 12, 2012

APPROVED: 
SAMUEL J. ALAI, MAYOR

ATTEST: 
CLERK OF COUNCIL

DATE APPROVED: Mar. 12, 2012