

ORDINANCE NO. 03-40 AC CMS

AN ORDINANCE APPROVING AND RATIFYING AN AGREEMENT BETWEEN THE CITY OF OBERLIN, OHIO, AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR POLICE SERGEANTS AND DECLARING AN EMERGENCY

WHEREAS, the City of Oberlin, Ohio, and the Ohio Patrolmen's Benevolent Association (OPBA) have completed negotiations relating to wages, hours and other conditions of employment for Police Sergeants in the Oberlin Police Department; and,

WHEREAS, the OPBA ratified and approved said agreement on April 21, 2003.

NOW, THEREFORE, be it ordained by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the proposed agreement between the City of Oberlin, Ohio, and the Ohio Patrolmen's Benevolent Association (OPBA), on behalf of Police Sergeants of the Oberlin Police Department, and as ratified by the OPBA on April 21, 2003, is hereby approved and ratified, and the City Manager is authorized and directed to execute same on behalf of the City of Oberlin.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

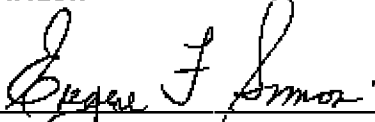
SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to ratify an agreed upon collective bargaining agreement as soon as possible to insure the daily operation of the Oberlin Police Department",

and shall take effect immediately upon passage.

PASSED: 1st Reading - May 5, 2003 (E)
2nd Reading -
3rd Reading -

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

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POSTED: May 6, 2003

EFFECTIVE DATE: May 6, 2003

oz/OR003-40OPBA.PoliceSergeants

Summary of Tentative Agreement
Reached by OPBA (Sergeants)
And City of Oberlin

Article 21 (Sick Leave – Section 21.12) – Increase sick leave payout at retirement from thirty (30) days to a maximum of forty (40) days.

Article 28 (Longevity – Section 28.1) – Increase longevity computation rate from \$6.50 to \$7.50.

Article 29 (Compensation – Section 29.1) – Increase rank differential for non-probationary sergeants pay to 13% from 12% of top patrol officer rate for 2003 and 2004, and to 14% for 2005.

(New) Establish a one (1) year probationary rate for newly appointed sergeants whose rate will be 12% above the top patrol officer rate.

Article 30 (Medical/Hospitalization Insurance – Sections 30.1 – 30.3) – Effective January 1, 2003, there will be two (2) plans. Plan A and Plan B. Plan A will maintain the current coverages, co-pays and deductibles and the current \$1 million lifetime maximum benefit. Employees will contribute \$95/month for family coverage and \$70/month for single coverage in the first year, \$100/month for family coverage and \$80/month for single coverage in the second year, and \$115/month for family coverage and \$90/month for single coverage in the third year.

Plan B will have the same coverages but increased co-pays and deductibles. Employees will contribute \$55/month for family coverage and \$35/month for single coverage in the first year, \$70/month for family coverage and \$45/month for single coverage in the second year, and \$85/month for family coverage and \$55/month for single coverage in the third year.

The Lifetime maximum for Plan B will be a \$2 million lifetime maximum.

Current employees will have the option of going from Plan A to Plan B once per year at a specified enrollment period. New employees will be eligible for Plan B only.

Article 33 (Educational and Other Pays – Section 33.1) – Increase pay of employees holding a bachelor's degree in law enforcement from \$400 to \$500 annually, and to be paid in April of each year of eligibility.

Section 33.3 – Increase Field Training Officer (FTO) pay from \$1.00/hr. to \$1.25/hr. when performing those duties.

Section 33.5 – Increase K-9 compensation from 6 to 7 hours during a two (2) week period, and reduce the K-9 officer schedule from 74 to 73 hours during a two (2) week period.

Article 35 (Labor/Management Meetings – Section 35.2) – Revise language to discuss topics of interest to either party rather than topics of interest to both parties.

Article 36 (Duration – Section 36.1) – Revise to reflect a three (3) year agreement effective January 1, 2003, through December 31, 2005.

Article 37 (Physical Fitness Incentive (New)) – Establishes a joint committee to meet and discuss the standards and resultant economics of a physical fitness incentive plan. If and when mutual agreement is reached, the plan will be incorporated into the contract.

Letter of Understanding – Revise to reflect method of making pay adjustments in January of 2003, 2004, and 2005.

Appendix I (New) – Contains summary of health care options A and B.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF OBERLIN

and

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(Sergeants)

Term: January 1, 2003 through December 31, 2005

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ARTICLE I - PREAMBLE

Section 1.1 This Agreement is hereby entered into between the City of Oberlin, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA"

ARTICLE II - PURPOSE

Section 2.1 The Employer and the OPBA hereby enter into this Agreement reached through the process of collective bargaining for the following purposes: 1) To recognize the legitimate interests of the employees of the Employer ; 2) To determine the wages, hours, and terms and working conditions of those employees; 3) To promote harmonious, cooperative relations , 4) To promote efficient, effective service to the citizens of Oberlin; 5) To avoid interruption or interference with the efficient operation of the Employer's business ; and 6) To provide a procedure for the fair and equitable adjustment of grievances that arise as a result of the misinterpretation or misapplication of the express provisions of this Agreement.

ARTICLE III - RECOGNITION

Section 3.1 The City agrees to recognize the OPBA as the sole and exclusive bargaining representative for all employees in the bargaining unit. Wherever used in this Agreement, the term bargaining unit shall be defined as all employees employed by the City in the rank of Police Sergeant.

Section 3.2 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE IV - DUES DEDUCTION

Section 4.1 The City agrees to deduct the OPBA membership dues, fees and assessments in accordance with this Article for all employees eligible for membership in the bargaining unit.

Section 4.2 The City agrees to deduct regular OPBA membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization individually and voluntarily by the employee. A payroll deduction form signed by the employee must be presented to the City by the employee or the OPBA. Upon receipt of the proper authorization, the City will deduct OPBA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City

Section 4.3 The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of membership dues, fees or assessments. The OPBA hereby agrees that it will indemnify and hold the City harmless from any

claims, actions or proceedings by any employee arising from the deductions made by the City pursuant to this Article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 4.4 The City shall be relieved from making such individual "check-off" deductions upon an employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) revocation of the check-off authorization. Said revocation must be submitted to the City in writing during the first full week in January of any year.

Section 4.5 The City shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deductions of OPBA dues.

Section 4.6 The parties agree that neither the employees nor the OPBA shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the OPBA dues deduction would normally be made by deducting the proper amount.

Section 4.7 Deductions provided for in this Article are subject to the approval of the City Auditor or designee and shall be made during one (1) pay period each month. In the event a deduction is not made for any OPBA member during any particular month, the City, upon written verification of the Union, will make the appropriate deductions from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The City will not deduct more than two (2) months regular dues from the pay of any OPBA member.

Section 4.8 The rate at which the dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the OPBA during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

ARTICLE V - MAINTENANCE OF MEMBERSHIP

Section 5.1 All employees who, upon ratification of the Agreement, are members of the OPBA as evidenced by signed membership documents submitted to the City, or who thereafter become members of the OPBA, either (1) shall maintain their membership in the OPBA, or (2) shall, if they resign from membership, pay to the OPBA a service fee in an amount equivalent to the annual dues for membership in the OPBA in accordance with ORC 4117.09.

Section 5.2 In the event that service fee is to be charged to a member of the bargaining unit, the City shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement, entitled "Dues Deduction."

ARTICLE VI - MANAGEMENT RIGHTS

Section 6.1 Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote, to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division within the police department; to transfer (including the assignment and allocation of work operations-division) within or to other operations-divisions; to determine the work methods and the number and locations of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs, and to determine staffing patterns, including, but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of the rights as are expressly provided herein.

Section 6.2 The OPBA recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE VII - DRUG TESTING

Section 7.1 The City may implement a random drug testing procedure of employees or may require individual employees to be tested for drug and/or substance abuse. Such testing shall be at the sole discretion of the City, with all testing costs paid by the City. Employees required to be tested on off-duty time, shall be compensated for such time.

Section 7.2 Prior to the commencement of random drug testing, the Employer will meet with the Union to discuss the reasons and the procedure under which the testing will be administered.

ARTICLE VIII - NON-DISCRIMINATION

Section 8.1 Neither the City nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, disability or national origin. The Union shall share equally with the City the responsibility for applying this Article to the Agreement.

Section 8.2 All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

Section 8.3 The City agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the City shall not discriminate, interfere, restrain or coerce any employee because of the Union membership or because of any legal employee activity in an official

capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 8.4 The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE IX - NO STRIKE/NO LOCKOUT

Section 9.1 In as much as this Agreement provides machinery for the orderly resolution of grievances, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Oberlin. Therefore, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or service of the City by its members.

Section 9.2 When the City notifies the Union that any member of the bargaining unit individually or collectively are engaged in any such strike activity, as outlined above, the Union agrees to immediately publicly denounce such violations, disclaim approval and conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to return to work immediately. Should the Union fail to publicly denounce such violation and post such notice, the City shall have the option of canceling any or all Article(s), Section(s), or Subsection(s) of this Agreement.

Any employee failing to return to work after notification by the Union as provided herein, or who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge, and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

Section 9.3 The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 9.2 of this Article.

ARTICLE X - ASSOCIATION REPRESENTATION

Section 10.1 One (1) representative will be recognized by the City as the Union representative in accordance with this Agreement upon the receipt of a letter so identifying him and signed by an OPBA staff representative.

Section 10.2 The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the

representative must obtain approval from his supervisor. The City 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 City requests a representative to be present during their regular working hours.

Section 10.3 The Director of the OPBA or his designee shall be allowed a cumulative total of twenty-four (24) hours off per year without pay to attend OPBA Director meetings. Such employee shall provide the Employer with at least thirty (30) days advance written notice of the date(s) being requested

ARTICLE XI - EMPLOYEE RIGHTS

Section 11.1 An employee has the right, upon request, to the presence and advice of an OPBA representative at any pre-disciplinary hearing.

Section 11.2 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation could be the basis of such a charge.

Section 11.3 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. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

Section 11.4 When an investigation moves from investigatory to accusatory and/or the affected employee reasonably believes disciplinary action may result, the affected employee shall have the right to request and have a Union representative present. Such request shall not unreasonably delay the continuation of the investigation.

Section 11.5 An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file, and may have a non-employee representative of the OPBA present when reviewing his file. A reasonable request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigation will be clearly marked with respect to final disposition.

Section 11.6 In the course of an internal affairs investigation, a polygraph or computer voice stress analyzer (CVSA) examination will be administered only with the consent of the employee under investigation

Section 11.7 Complaints by civilians which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the

complaint to the employee whom the complaint has been filed against prior to questioning or prior to the pre-disciplinary hearing, whichever occurs first.

Section 11.8 Records of disciplinary action that are received as a Patrolman and are more than three (3) years old shall not be used against an employee for the purposes of progressive discipline nor introduced into any grievance or arbitration hearing. Written reprimands and written records of verbal reprimands that are more than three (3) years old shall not be used against an employee for purpose of progressive discipline nor introduced into any grievance or arbitration hearing.

ARTICLE XII - DISCIPLINE

Section 12.1 Disciplinary action taken by the City shall be for just cause.

Section 12.2 All non-probationary employees who are suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action. Appeals of disciplinary action shall be through the Grievance and Arbitration procedures contained herein.

Section 12.3 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Chief of Police or his designee.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 13.2 The term "grievance" shall mean an allegation by a bargaining unit employee or the City that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by the Agreement.

Section 13.3 If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the ordinances of City of Oberlin, statutes of the State of Ohio or the United States for review or redress of specific matters (such as Worker's Compensation, Unemployment Compensation, etc.), such matters may not be the subject of a grievance or be processed as such. It is expressly agreed that all matters within the jurisdiction of the Oberlin Civil Service Commission, excluding the specific provisions as contained in the Labor Agreement, shall remain so and shall not be subject to a grievance within the meaning of this Article. All grievances must be processed at the proper step in order to be considered at subsequent steps and the following procedure will be observed:

Step 1. An employee who has a grievance must submit it in writing to the Captain 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 provision(s) of the 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; 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 Captain or his designee shall give his answer within seven (7) calendar days after receipt of the grievance. The Captain's or his designee's answer shall be given to the grievant or the OPBA.

Step 2. If the employee's grievance is not satisfactorily settled in Step 1, the grievant shall, within five (5) calendar days after receipt of the Step 1 answer, present such grievance to the Chief. The Chief shall meet with the grievant representative of the OPBA within five (5) calendar days after the written grievance has been filed with the Chief, and a written answer shall be given within five (5) calendar days after the Step 2 meeting. The Chief's answer shall be presented to the grievant or the OPBA.

Step 3. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Manager within five (5) calendar days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The City Manager or his designee shall meet with the grievant and/or a representative of the OPBA within twenty (20) days after the receipt of the appeal. The City Manager or his designee shall issue a written decision to the employee and his OPBA representative within thirty (30) days from the date of the meeting.

Step 4. In the event a grievance is unresolved after Step 3, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) 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 to submit a panel of arbitrators and will choose one (1) by the alternative 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 concluded 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, shall 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 City. Any request made by either party for the attendance of witnesses shall be made in good faith, and shall not adversely affect the 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.

Section 13.3 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the OPBA, 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 City at any of the preceding steps may be immediately referred by the OPBA to the next level.

Section 13.4 Calendar days as provided within the Grievance procedure shall not include Saturdays, Sundays, or Holidays.

Section 13.5 An employee may present grievances and have them adjusted, without the intervention of a representative of the OPBA, as long as the adjustment, if any, is not inconsistent with the terms of the within Agreement.

ARTICLE XIV - SENIORITY

Section 14.1 Seniority shall be determined by the length of full-time service with the City of Oberlin Police Department since the most recent date of hire. In case of same date of hire, seniority shall be determined by the employee's standing on the Civil Service List.

Section 14.2 At the sole discretion of departmental management, full-time employees promoted to the Sergeant's classification may be on a probationary period for one (1) year of active duty from the date of the promotion. If during the probationary period the City determines that such probationary employee shall be removed, he shall be returned to his former classification consistent with the applicable terms of the Labor Agreement.

Section 14.3 In the event of a lay-off, members of the bargaining unit will be laid off in accordance with their seniority.

Section 14.4 A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years provided that he maintains his current address and telephone number with the City. A recall from layoff will be in accordance with seniority.

Section 14.5 Employees failing to respond to a recall from layoff, within ten (10) calendar days of the date the City sent such recall notice to the employee's last known address as described in Section 14.4 above, shall be deemed to have quit without notice.

ARTICLE XV - ATTENDANCE AT ASSIGNED TRAINING SCHOOLS, SESSIONS OR SEMINARS

Section 15.1 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 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.

Section 15.2 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.

Section 15.3 Attendance at any school, training session or seminar, pertinent to police matters, shall be compensated at the applicable rate of pay. Payment for travel time and attendance in excess of the regular hours of work shall be paid at the overtime rate.

Section 15.4 Any employee of the City of Oberlin's Police Department required by the Chief to remain overnight to receive training, shall receive an allowance for meals of \$25.00 maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing cost for overnight accommodations. Receipts for meals and/or accommodations must be submitted by the employee and approved by the Chief.

ARTICLE XVI - HOURS OF WORK

Section 16.1 The regular working period for all employees covered by this Agreement will be eighty (80) hours in a two (2) week period. It is expressly understood that the scheduling of employees within such two (2) week periods is an exclusive management right.

ARTICLE XVII - OVERTIME

Section 17.1 Overtime pay for employees shall be at the rate of one and one-half (1 1/2) times the employer's regular hourly rate for any time employed over and above the eighty (80) hours in a two (2) week period.

Section 17.2 For the purposes of this Article, all hours paid, except sick leave hours shall be included in the computation of overtime.

ARTICLE XVIII - CONFORMITY TO LAW

Section 18.1 This Agreement shall be subject to and subordinated to any applicable present and future Federal, State, or Local Laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 18.2 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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE XIX - OBLIGATION TO NEGOTIATE

Section 19.1 The City and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 19.2 Therefore, for the life of this Agreement, the City and the Union 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 or 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 XX - WAIVER IN CASE OF EMERGENCY

Section 20.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Lorain County Commissioners, the Federal or State Legislature, the Police Chief, City Administrator or Oberlin City Council, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the City:

- 1) Time limits for management replies on grievances, or OPBA submissions for grievances.
- 2) Selected work rules and/or agreements and practices relating to the assignment of all employees.
- 3) The privilege of leaving work to perform OPBA representation in accordance with the terms of this Agreement.

Section 20.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the applicable point in the Grievance Procedure to which they had properly progressed

ARTICLE XXI - SICK LEAVE

Section 21.1 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; or 3) serious illness, injury or death in the employee's immediate family.

Section 21.2 All full-time employees shall earn sick leave at the rate of 4.6 hours per pay period of active service up to a maximum of fifteen (15) days per year. Sick leave shall accumulate without limit from year to year.

Section 21.3 An employee who is absent on sick leave shall notify his supervisor or designee of such absence and the reason therefore at least two (2) hours prior to the start of his work shift each day he is to be absent provided there are no extenuating circumstances.

Section 21.4 Sick leave may be used in segments of not less than one (1) hour.

Section 21.5 Before an absence may be charged against accumulated sick leave, the Chief or his designee may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief or his designee and paid by the City.

Section 21.6 If the employee fails to submit adequate proof of illness, injury or death upon request of the Chief or his designee, or in the event that such proof is submitted or upon the report of medical examination, the Chief or his designee finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay and the employee shall be subject to disciplinary action.

Section 21.7 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief.

Section 21.8 The Chief or his designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician and paid for by the City, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 21.9 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to include only the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, and grandparents or person who acts in loco parentis.

Section 21.10 An employee who transfers from this department to another department of the

City shall be allowed to transfer his accumulated sick leave to the new department.

Section 21.11 Employees shall not be permitted to retain and transfer accumulated sick leave from any public service employment outside the City of Oberlin

Section 21.12 Upon retirement, an employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement, multiplied by the total number of accumulated but unused sick days earned by the employee and certified by the City Auditor, providing that such resultant number of days to be paid shall not exceed thirty (30) days at one hundred percent (100%) and up to an additional twenty (20) days paid at fifty percent (50%)

ARTICLE XXII - HOLIDAYS/PERSONAL LEAVE DAYS

Section 22.1 All full-time employees shall be entitled to holiday time for the following holidays

New Year's Day	Martin Luther King's Birthday
Washington's Birthday	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day

Section 22.2 Holiday time shall be added onto an employee's vacation time at the rate of eight (8) hours per holiday. If an employee also works the holiday such employee shall be paid for all hours worked on the holiday at the rate of one and one-half times his regular hourly rate of pay. In order to receive holiday compensation, an employee must work the scheduled day before and the scheduled day after the holiday itself. For purposes of the Article, medically documented sick leave and other approved paid leaves shall count as working a scheduled day.

Section 22.3 Holidays as set forth in Section 1 above shall be recognized on the date on which the holiday actually falls.

Section 22.4 All employees shall, in addition to all other leave benefits, be granted three (3) personal leave days each year which are to be taken within the year earned or be forfeited.

Section 22.5 Personal days shall be taken only with the advance approval of the officer in charge or Chief of Police.

ARTICLE XXIII - MILITARY LEAVE

Section 23.1 All members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties and

eligible for military leave pay. Military leave pay shall consist of the difference between the employee's City base pay and his military salary for the leave of absence period. The above described employees shall be entitled to such pay, if their military salary during the leave of absence is less than their City pay would have been for such period. Military leave pay shall not exceed a total of thirty-one (31) calendar days in any one calendar year.

Section 23.2 The employee is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty, including the amount received from the military

ARTICLE XXIV - VACATIONS

Section 24.1 All full-time employees of the bargaining unit shall be entitled on their anniversary date of employment of each year to the following paid vacation provided they have worked at least one thousand forty (1,040) hours in the preceding anniversary year and have accrued the required years of service as follows:

<u>Years of Service</u>	<u>Number of Weeks</u>
after one (1) year	2 weeks
after five (5) years	3 weeks
after fifteen (15) years	4 weeks
after twenty (20) years	5 weeks

NOTE: Hours worked shall be defined as actual hours worked, vacation hours approved and taken, holidays/personal hours approved and taken and compensatory time approved and taken.

Section 24.2 Earned vacation shall be awarded on the employee's anniversary date of employment provided the employee is physically performing his duties on that date. There shall be no proration of vacation time.

Section 24.3 Vacation time shall be taken at a time approved of by the Appointing Authority.

Section 24.4 Any employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time or shall be paid for such time.

Section 24.5 Vacation time shall not be carried over from one year to another without the express written authorization of the City. Any vacation time that is unused within the year granted shall be deemed forfeited unless otherwise approved by the City.

ARTICLE XXV - INJURY LEAVE

Section 25.1 An employee who is disabled as a result of performing duties within the course

and scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, and such claim is approved by the State Bureau of Workers Compensation, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed twenty-six weeks from the date such service related disability was incurred, consistent with the following schedule:

<u>Service Seniority</u>	<u>Weeks of Full Pay</u>	<u>Weeks of Half Pay</u>
Less than 6 years	10	16
6 years but less than 8 years	11	15
8 years but less than 10 years	12	14
10 years but less than 12 years	13	13
12 years but less than 14 years	14	12
14 years but less than 16 years	15	11
16 years but less than 18 years	16	10
18 years but less than 20 years	17	9
Over 20 years	18	8

Section 25.2 The Employer shall have the right to require an employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to work due to the initial or recurring injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled.

Section 25.3 An officer directly involved in an incident requiring the use of "deadly force" in the course and scope of his employment, and in accordance with departmental policies and procedures, where such force results in a homicide or severe injury, shall be entitled to administrative leave, with pay, for a maximum of five (5) working days. Such administrative leave shall not be charged against sick leave or injury leave and shall be taken during the time period immediately following such incident as approved by the Chief of Police or his designee.

Section 25.4 An employee involved in an incident requiring the use of "deadly force" may be required to consult with a psychologist or psychiatrist as recommended by the City's Employee Assistance Program Consultant. The cost of up to three such consultations shall be paid by the Employer. The Employer will pay for the cost of that treatment not covered by the City Health Benefit Plan up to \$1,000 per year. The psychologist or psychiatrist may be required to certify to the Employer whether or not the employee is able to work as the result of his involvement in such incident.

ARTICLE XXVI - JURY DUTY LEAVE

Section 26.1 Any employee who is called for jury duty, either federal, county or municipal, shall be paid his regular salary, less any compensation received from such court for jury duty and mileage. To receive compensation, the employee must furnish the City with a voucher from the Clerk

of Court or other appropriate court official, stating the full amount of compensation received from the court and the specific dates and times involved.

ARTICLE XXVII - DOUBLE BACK/CALL-IN/REPORT PAY/ COURT TIME/STAND-BY/COMP TIME

Section 27.1 If an officer is required to work in excess of eight (8) hours in any twenty-four (24) hour period, excluding shift change, then the result shall incur overtime for that officer, i.e., double backs. However, if an officer requests to work a double-back shift, then the officer shall NOT receive overtime for those hours worked. This does not preclude an officer from signing up for overtime which would result in a double-back situation.

Section 27.2 No employee shall be compensated for time fifteen (15) minutes prior to or after their regular shift without the specific prior approval of the Chief of Police or his designee. Any time worked past fifteen (15) minutes shall be compensated at the applicable rate of pay from the end of their regular shift in increments of tenths of an hour.

Section 27.3 An employee may elect to be compensated for overtime worked in the form of compensatory time. Compensatory time may be accrued up to a maximum of one hundred twenty (120) hours per calendar year. Requests for use of compensatory time shall normally be submitted by the tenth (10th) of the month preceding the date(s) being requested or as manpower needs otherwise allow. Approval of compensatory time requests shall be at the sole discretion of the Chief of Police or his designee. Compensatory time earned, but unused in any calendar year shall be paid in the last pay of December of the applicable year.

Section 27.4 Whenever an employee is called into work by the Chief or his designee or is scheduled for court appearances on behalf of the City at time disconnected from and not abutting his normally scheduled work hours, such employee shall be compensated for a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay. The employee shall be required to log in and out with the dispatcher on duty. The Employer may require that the employee work the three (3) hours call-in-time. Any employee called into work, and subsequently advised not to report, shall not be entitled to call-in-pay. However, any employee called into work who actually reports to work and is then sent home shall be compensated for one (1) hour of work at his regular rate of pay.

Section 27.5 Any employee scheduled in at a time which does not abut his regular scheduled work shift to attend in-service training or other departmental meetings shall be compensated for a minimum of two (2) hours at time and one-half of his regular rate of pay.

Section 27.6 When the Employer calls in an off-duty officer to fill a vacancy in the shift, the following shall apply: a rotating call-in roster shall be adhered to and maintained by the bargaining unit. In the event that all available off-duty officers in the bargaining unit are called to fill a vacancy and none of them agrees to work, the officer at the bottom of the roster shall be required to report for

duty to fill in the vacancy

Section 27.7 With the prior approval of the Chief of Police or his designee, employees may be allowed to exchange shifts. Overtime shall not be incurred as the result of such exchange and hours of work shall be calculated as if the affected employees worked their regularly scheduled shifts. Any employee involved in a shift exchange who subsequently calls off work on the work day to be exchanged, shall be responsible for finding a timely replacement. Such replacement shall be considered and recorded as an additional shift exchange and shall not result in an overtime situation.

Section 27.8 At the sole discretion of the Chief of Police, required or approved school or training may be scheduled to replace an employee's regularly scheduled duty hours

Section 27.9 Whenever an employee is required by the Chief of Police to "stand-by" for immediate call to duty, where the employee is engaged to wait for such call and is unable to leave the specified area of Lorain County, or other residence if same is located outside of Lorain County, such employee shall be compensated at the rate of one-half (1/2) of his regular base rate of pay for all hours on "stand-by".

ARTICLE XXVIII - LONGEVITY

Section 28.1 Effective January 1, 2003, each full-time employee shall be entitled to a longevity benefit upon completion of five (5) full years of continuous service with The City of Oberlin. The longevity benefit shall be computed at the rate of seven dollars and fifty cents (\$7.50) per year of service, per month.

Section 28.2 The longevity bonus shall accrue each year on the anniversary of the employee's date of hire and be paid within thirty (30) days following the employee's anniversary date.

ARTICLE XXIX - COMPENSATION

Section 29.1 The following compensation schedule shall be effective for the full-time classified Sergeants of the Oberlin Police Department provided that they are actively performing their duties on the dates listed below:

	<u>Non-Probationary Rate</u>	<u>Non-Probationary Annualized Rate</u>
January 1, 2003	(13%) \$23.80	\$49,504.00
January 1, 2004	(13%) \$24.75	\$51,480.00
January 1, 2005	(14%) \$25.97	\$54,017.60

	<u>Probationary Rate</u>	<u>Probationary Annualized Rate</u>
January 1, 2003	(12%) \$23.59	\$49,067.20
January 1, 2004	(12%) \$24.53	\$51,022.40
January 1, 2005	(12%) \$25.51	\$53,060.80

Note: The above rate reflects a rank differential of 12% between the Probationary Sergeant's pay and a top Patrol Officer's pay for 2003, 2004 and 2005. Rank differential between Patrol Officer's pay and a non-probationary Sergeant's pay, will be 13% for 2003 and 2004 and 14% for 2005.

ARTICLE XXX - MEDICAL/HOSPITALIZATION INSURANCE

Section 30.1 The Employer will provide on behalf of each full-time employee and his family if such employee is married, the medical, the drug, dental and vision coverage in effect as of December 31, 2002 or comparable coverage during the term of this Agreement effective January 1, 2003 as follows:

- A Employees hired prior to January 1, 2003 shall have the choice of either the coverage in effect as of December 31, 2002 as summarized and contained in PLAN A or the coverage as summarized and contained in PLAN B. (See attached Appendix I)

And

- B Employees hired on or after January 1, 2003 shall be entitled to the coverage as summarized and contained in PLAN B only.

Note: After the initial choice selection in Section 30.1 (A) above, subsequent choices by eligible employees shall be permitted only upon written notification to the City Auditor at least thirty (30) days prior to January 1 of each year.

Section 30.2 Upon execution of this Agreement, employee eligible to select the benefits summarized and contained in PLAN A shall contribute \$95.00 per month for family coverage or \$70.00 per month for single coverage. Effective January 1, 2004, each eligible employee who selects PLAN A shall contribute \$105.00 monthly for family and \$80.00 monthly for single coverage. Effective January 1, 2005, each eligible PLAN A employee shall contribute \$115.00 monthly for family or \$90.00 monthly for single coverage.

Section 30.3 Upon execution of this Agreement, employees eligible to select or those employees who receive the benefits summarized and contained in PLAN B shall contribute \$55.00 per month for family coverage or \$35.00 per month for single coverage. Effective January 1, 2004,

each eligible employee who selects or receives PLAN B benefits shall contribute \$70.00 monthly for family coverage or \$45.00 for single coverage. Effective January 1, 2003, each PLAN B employee shall contribute \$85.00 monthly for family coverage and \$55.00 monthly for single coverage.

ARTICLE XXXI - LIFE INSURANCE

Section 31.1 The City shall provide all employees with a life insurance policy with a face value of fifteen thousand dollars (\$15,000.00) and payment will be subject to the terms and conditions set forth in the policy.

ARTICLE XXXII - UNIFORM ALLOWANCE

Section 32.1 Employees shall be entitled to an annual uniform allowance in the amount of six hundred dollars (\$600.00). Uniform allowance payments shall be made on June 1 and December 1 of each year. Payments will be made in separate checks and will be subject to all applicable taxes in accordance with IRS rules and regulations.

Section 32.2 Whenever personal items required in the performance of police duties are damaged or destroyed while on duty, where damage is not the result of the negligence of the employee, the Employer shall repair or replace same, provided that it is not otherwise recoverable, up to a maximum of Two Hundred Fifty Dollars (\$250.00). In the event that personal items are damaged and the repair or replacement costs are recoverable, the Employer will pay up to Two Hundred Fifty Dollars (\$250.00) for the repair or replacement, and then the employee will reimburse the Employer when the employee recovers the expense.

ARTICLE XXXIII - EDUCATIONAL AND OTHER PAYS

Section 33.1 In April of each year, an employee who has received an Associate Degree in law enforcement shall receive additional pay in the amount of three hundred fifty dollars (\$350.00) annually or in the alternative, a Bachelor's Degree, Five Hundred Dollars (\$500.00) annually.

Section 33.2 An employee enrolled in continuing education in the law enforcement field shall receive assistance in the amount of \$75.00 per credit hour, and the cost of the textbook. Textbooks shall then remain the property of the Oberlin Police Department for future use. An employee must attain the grade of "C" or better. Course work must be approved by the Chief of Police or his designee prior to enrolling in the course. Reimbursement will be made upon completion of the course and documentation of the required grade. In no event shall an employee exceed payment of seven hundred dollars per year (\$750.00) for continued education.

Section 33.3 Employees assigned by management to perform Field Training Officer (FTO) duties shall receive an additional One Dollar and Twenty-Five Cents (\$1.25) per hour when performing those duties.

Section 33.4 Any employee required to utilize his personal vehicle to attend required or approved training shall be entitled to a mileage reimbursement consistent with the prevailing IRS mileage allowance rate. Such mileage reimbursement shall be deemed full reimbursement for all fuel, maintenance, repair and insurance costs. Additionally, employees attending such training shall be entitled to reasonable meal reimbursement at the applicable rate approved by the Employer.

Section 33.5 Employees assigned by management to perform K-9 handling and related duties shall be compensated seven (7) hours per two (2) week period when performing those duties. The Chief or his designee shall determine how those seven (7) hours during the two (2) week period are to be scheduled in relationship to the operating requirements of the Department. Specifically, the canine handler may be scheduled to work seventy-three (73) hours per two (2) weeks, with the remainder of the normal two (2) week period consisting of the seven (7) paid hours of off-duty canine responsibilities. Alternatively, the canine handler may be scheduled to work normal eighty (80) hours per two (2) week period, or more, with the seven (7) hours of canine responsibility being considered additional hours of work.

The canine(s) is/are the sole property of the City. Therefore, any related expenses (i.e. food, veterinarian care, kennel fees, dog handling equipment, etc.) will be the responsibility of the City of Oberlin consistent with the normal expense approval procedures of the Police Department.

ARTICLE XXXIV - BULLETIN BOARDS

Section 34.1 The Employer agrees to provide space on bulletin boards in agreed upon areas for use by the bargaining unit. However, the Employer shall not be obligated to purchase bulletin boards for the OPBA's use.

Section 34.2 All OPBA notices which appear on the bulletin boards shall be signed, posted and removed by the OPBA representative during non-work time. OPBA notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. OPBA recreational and social affairs;
- B. Notice of OPBA meetings;
- C. OPBA appointments,
- D. Notice of OPBA elections;
- E. Results of OPBA elections,
- F. Reports of non-political standing committees and independent non-political arms of the OPBA, and

G. Non-political publications, rulings or policies of the OPBA.

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

- a. Personal attacks upon any other member or any other employee;
- b. Scandalous, scurrilous or derogatory attacks upon the administration;
- c. Attacks on any employee organization, regardless of whether the organization has local membership; and
- d. Attacks on and/or favorable comments regarding candidates for public office, or for office in any employee organization.

Section 34.3 No OPBA related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the OPBA

Section 34.4 Violation of any provisions of this Article shall subject the OPBA to revocation of bulletin board posting privileges by the Employer.

ARTICLE XXXV - LABOR/MANAGEMENT MEETINGS

Section 35.1 In the interest of sound labor /management relations, unless mutually agreed to otherwise, once every quarter on a mutually agreeable day and time, the Chief and/or his designees shall meet with not more than two (2) representatives of the bargaining unit to discuss those matters addressed in Section 35.2 herein. Additional representatives may attend by mutual agreement of the parties.

Section 35.2 An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The OPBA shall also supply the names of those OPBA representatives who will be attending. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the OPBA of changes made by the Employer which affect bargaining unit members;
3. Discuss the grievances which have not been processed beyond step 3 of the grievance

procedure, but only when such discussions are mutually agreed to by the parties;

4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency;
6. Give the OPBA representatives the opportunity to share the views of their members on topics of interest to either party, and
7. To consider and discuss health and safety matters relating to employees

Section 35.3 If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 35.4 Labor/ management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE XXXVI - DURATION

Section 36.1 This Agreement represents the complete agreement on all such matters subject to bargaining between the City and the OPBA, and except as otherwise noted herein, shall become effective upon ratification by the OPBA bargaining unit membership and approval by the Oberlin City Council, and shall remain in full force and effect through December 31, 2005. If either party desires to terminate, modify or amend this Agreement for a period subsequent to December 31, 2005, notice of such desires shall be given in accordance with ORC 4117.14(B)(1)(a)

ARTICLE XXXVII – PHYSICAL FITNESS INCENTIVE

Section 37.1 The parties shall form a committee of management representatives and bargaining unit representatives to meet on a regular basis and discuss a physical fitness incentive plan.

Section 37.2 When the committee agrees upon a physical incentive plan, the plan shall be incorporated into the collective bargaining agreement

ARTICLE XXXVIII - EXECUTION

Section 38.1 IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be duly executed this 6TH day of MAY, 2003.

FOR THE OPBA:

FOR THE CITY:

By: Colleen M. Burke 4/21/03

By: Robert Smith

Sgt. David Agnewski

Philip M. ...

Debra ...

Approved as to legal form and correctness:

Yvonne R. ...
City Solicitor

Date: MAY 6, 2003

s:\cf\2021\058\058scribble.cha draft (sgt)

LETTER OF UNDERSTANDING

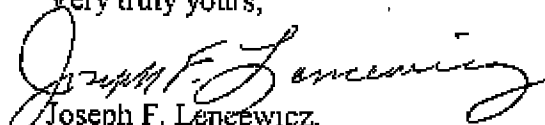
Ms. Colleen M. Bonk, Esq.
The Halle Building
1228 Euclid Avenue, Suite 900
Cleveland, Ohio 44115

Re: Ohio Patrolmen's Benevolent Association (Sergeants) and City of Oberlin
(Pay Adjustments)

Dear Ms. Bonk:

This will confirm our discussions during the 2002/2003 negotiations that pay adjustments would apply to payment amounts received by Patrol Officers in January 2003, 2004 and 2005, regardless of the date(s) such payment amounts were earned, provided such payments were contractually proper.

Very truly yours,


Joseph F. Lenciewicz,
Labor Relations Representative
City of Oberlin

Confirmed:


Colleen M. Bonk

APPENDIX I

City of Oberlin Health Care Plan Options

		Plan A	Plan B	
			Network	Non-Network
Medical:				
Deductible				
Family (aggregate)	(1)	\$200	\$400	\$800
Single (per person)	(1)	\$100	\$200	\$400
Out of Pocket Annual Maximum				
Family (aggregate)		\$1,200	\$1,600	\$3,200
Single (per person)		\$600	\$800	\$1,600
Coinsurance	(2)	100% Network	90%	80%
	(2)	80% NonNetwork		
Prescriptions:				
Pharmacy – 30 days				
Generic		\$2	\$5	\$5
Brand		\$5	\$20	\$20
Mail Order – 90 days				
Generic		\$5	\$5	\$5
Brand		\$10	\$20	\$20
Dental:				
Annual Max.		\$0	\$1,000	\$1,000
Coinsurance				
Preventive		100%	100%	100%
Basic		100%	80%	80%
Major		100%	60%	60%
Orthodontia (3)		100%	50%	50%
Eye Care:				
Annual maximums				
Exam		\$30	\$30	n/a
Frames (4)		\$25	\$25	n/a
Single Lenses (4)		\$25	\$25	n/a
Bifocal Lenses (4)		\$40	\$40	n/a
Trifocal Lenses (4)		\$50	\$50	n/a
Lenticular (4)		\$80	\$80	n/a
Contacts (4)		\$50	\$50	n/a
Lifetime Maximum		\$1,000,000	\$2,000,000	n/a

(1) Deductible waived in some cases when using a network provider, see Schedule of Benefits in Plan Document for specifics

(2) In most cases, see Schedule of Benefits in Plan Document for specifics.

(3) Lifetime Maximum of \$500

(4) It is either the lenses and frame benefit or contact benefit but not both.