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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GARFIELD HEIGHTS

AND

**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL**

**FULL-TIME DISPATCHERS/RECORD CLERKS,
JAILERS, CHIEF DISPATCHER)**

Term of Agreement:

JUNE 1, 2009 THROUGH MAY 31, 2012

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ARTICLE I
PREAMBLE

This Collective Bargaining Agreement (“Agreement”) is entered into by and between the City of Garfield Heights (“Employer” or “City”) and the Fraternal Order of Police, Ohio Labor Council (“FOP/OLC” or “Union”).

ARTICLE II
PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, 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 citizens of the City of Garfield Heights; 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 III
RECOGNITION

Section 1. The Employer hereby recognizes the FOP/OLC as the sole and exclusive representative for negotiating wages, hours, other terms and conditions of employment for a bargaining unit consisting of all full-time dispatchers, jailers, a Chief Dispatcher and a Dispatcher/Record Clerk of the City, excluding all part-time, seasonal, temporary and

probationary employees. All other employees of the Employer are excluded from the bargaining unit.

Section 2. Whenever the word “employee(s)” “dispatcher(s) or jailer(s)” are used in this Agreement, it shall refer to the employee(s) in the aforesaid bargaining unit.

ARTICLE IV

DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct regular monthly FOP/OLC dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The FOP/OLC shall be responsible for separately collecting on its own all initiation fees and assessments levied by it.

Section 2. The dues 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 involved.

Section 3. The Employer shall deduct dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be transferred to the treasurer of the FOP/OLC within thirty (30) days from the date of making such deductions.

Section 5. The FOP/OLC 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.

ARTICLE V

AGENCY SHOP

Section 1. All members of the bargaining unit, as identified in Article III of this Agreement, shall either: (1) maintain their membership in the FOP/OLC; (2) become members of the FOP/OLC; or (3) pay a service fee to the FOP/OLC in an amount not to exceed the regular monthly FOP/OLC dues, as a condition of employment, all in accordance with Section 4117.09 O.R.C.

In the event that a service 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 IV of this Agreement.

Section 2. The FOP/OLC 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 from any such liabilities or damages that may arise.

ARTICLE VI

MANAGEMENT RIGHTS

Section 1. Except as specifically deleted or modified by the provisions of this Agreement, the Employer retains the complete and total authority, responsibility, power and right to direct and control the operation and work of the Police Department, including the dispatchers and jailers and the direction of all of its employees. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to:

- (a) Hire, discipline, discharge for just cause, layoff and promote;
- (b) Promulgate and enforce employment rules and regulations;

- (c) Reorganize, discontinue or enlarge any operation or division within the Police Department, including the dispatchers and jailers;
- (d) Transfer employees within or to other operations/divisions within the Police Department, including the dispatchers and jailers;
- (e) Determine work methods and the number and location of facilities;
- (f) Determine the manner in which all work is to be performed;
- (g) Determine the size and duties of the work force, the number of shifts required and work schedules;
- (h) Establish, modify, consolidate or abolish jobs; and,
- (i) Determine staffing patterns including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

Section 2. Nothing in this Agreement shall be construed in any manner to diminish the authority of the Employer with respect to any power, right, responsibility or duty conferred on it or any of its officials by federal and/or state statutes and regulations, the Ohio Constitution and common law, the ordinances of Garfield Heights, the rules and regulations of the Garfield Heights Civil Service Commission, and the rules and regulations of the Garfield Heights Police Department, unless specifically and expressly set forth in this Agreement.

ARTICLE VII

NO STRIKE/NO LOCKOUT

Section 1. The Employer and the FOP/OLC agree that the Grievance Procedure, subsequently set forth in this Agreement, is an adequate mechanism to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the FOP/OLC to avoid work stoppages and strikes. The FOP/OLC acknowledges that it is unlawful under Chapter 4117 O.R.C. for safety forces to engage in work stoppages or strikes.

Section 2. Neither FOP/OLC nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slow down, walkout, concerted "sick leave" or mass resignation, work stoppage or slow down or any other unlawful interference with the normal operations of the Employer. A breach of this Section is grounds for the Employer to take any or all action provided for in Chapter 4117 O.R.C.

Section 3. Moreover, the FOP/OLC shall, at all times, cooperate with the Employer in the continuation of its operations and services in a normal manner and shall actively discourage and attempt to prevent any violation of this Article.

In the event of a violation of this Article, the FOP/OLC shall immediately notify all employees that the strike, work stoppage or slow down, or other concerted interference with the normal operations of the Employer is prohibited, in violation of this Agreement, unlawful and not sanctioned or approved by the FOP/OLC. The FOP/OLC shall order all employees to return to work immediately.

Section 4. The FOP/OLC understands and recognizes that the Employer is responsible for and engaged in activities which protect the health, safety and welfare of its residents. Thus, any violation of this Article will cause the Employer and the public to incur damages.

Section 5. In the event of a violation of this Article, the Employer shall have all the rights and remedies as are afforded it by virtue of the laws of the State of Ohio.

Section 6. The City shall not lockout any employee for the duration of this Agreement.

ARTICLE VIII

NEGOTIATION PROCEDURE

It is herewith agreed that the provisions of Ohio Revised Code Section 4117 will govern the negotiations between the parties, except that the following ground rules will apply to negotiations:

Negotiations shall commence no sooner than ninety (90) days and no later than sixty (60) days prior to the expiration of the contract. All bargaining shall be private and no transcript or recording shall be permitted. This Section shall not preclude the taking of notes, the compilation of memoranda, and/or the distribution of notes or memoranda by either side to any person involved in negotiations. Both sides shall be free to select their own representatives for purposes of bargaining and shall not be limited to employees of the City. Each team shall be represented by not more than five (5) representatives. No partial offer made or acceptance of a partial offer made shall bind either party to the partial offer or its acceptance, until such time as the agreement has been presented to the Union membership and City Council and approved by both sides.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, and except at Step 1, shall have the right to be represented by an FOP/OLC representative at all stages of the Grievance Procedure. It is the intended purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest Step of this Procedure.

Section 2. A grievance is a dispute regarding the application or interpretation of an express provision contained in this Agreement or a dispute concerning the disciplining of an

employee. However, all employees will be disciplined in accordance with the present rules and regulations governing not sworn personnel and the Grievance Procedure shall only be invoked beginning at Step 3.

Except at Step 1, all grievances 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 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 Procedure shall not be used for the purposes of adding to, subtracting from or altering in any way, any of the provisions of this Agreement. For purposes of this Article "days" shall mean calendar days.

Section 3. All grievances shall be handled in accordance with the following steps of the Grievance Procedure:

Step 1. An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) business days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2. If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) business days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) business days from the date of the meeting if the supervisor fails to give the

employee an answer. The Chief shall give his answer within five (5) business days of the meeting.

Step 3. If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) business days from the date of the rendering of the decision at Step 2. A copy of the written decision shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) business days of the receipt of the appeal. The hearing will be held with the grievant and his FOP/OLC representative. The Mayor or his designee shall issue a written decision to the employee and his FOP/OLC representative within fifteen (15) business days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, the FOP/OLC may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

Section 4. All pre-arbitration grievance settlements reached by the FOP/OLC and the Employer shall be final, conclusive and binding on the Employer, the FOP/OLC and the employee. A grievance may be withdrawn, with prejudice, by the FOP/OLC at any time during Steps 1, 2, or 3 of the Grievance Procedure. If the grievance is not appealed to the next higher Step of the Grievance Procedure, it will be deemed to be settled on the basis of the Employer's last answer.

Section 5. The time limits set forth in the Grievance Procedure and the Arbitration Procedure shall be binding on both parties, unless extended by mutual written agreement by the Employer and the FOP/OLC. Days as provided in the Grievance Procedure and the Arbitration Procedure shall not include Saturdays, Sundays or holidays. All days shall be business days.

ARTICLE X

ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the FOP/OLC 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 American Arbitration Association (“AAA”) to submit a panel of seven (7) arbitrators and will choose one (1) by the alternative strike method.

Section 2. 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.

Section 3. The hearing or hearings shall be conducted pursuant to the “Rules of Voluntary Arbitration” of the AAA.

Section 4. The loser of the arbitration shall pay the cost of services provided by the arbitrator. If there is a split decision, each party shall equally pay the cost of service provided by the arbitrator. The Employer and the FOP/OLC shall pay the cost of their own witnesses and presentation.

Section 5. All decisions of arbitrators shall be final, conclusive and binding on the Employer, the FOP/OLC and the employee.

Section 6. The FOP/OLC shall indemnify and hold the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of any

determination that the FOP/OLC breached its duty to fairly represent any member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures set forth above.

ARTICLE XI

ASSOCIATION REPRESENTATION

Section 1. 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 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 officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent at any meetings at which the Employer requests a representative to be present.

Section 2. Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

ARTICLE XII

EMPLOYEES RIGHTS

Section 1. The personnel file for all bargaining unit members shall be maintained under the custody and control of the Chief of Police or his designee. Upon written request to the Chief, a member shall have the right to review their own personnel file once per year and prior to any disciplinary meeting/hearing. A minimum of twenty-four (24) hours' written notice is required when requesting said review.

Section 2. Except for supervisory and administrative personnel with a legitimate need to know, and except for courts of competent jurisdiction and consistent with federal or state law, a member's personnel file shall not be available for review by anyone. If a request is made to inspect and/or copy records within a member's personnel file pursuant to Revised Code Section 149.43, the employer shall provide a member five (5) working days' notice. Within the notice period, the member may pursue any legal means available to protest some or all of the requested disclosure. Any member may copy documents in their file.

Section 3. If upon examining his or her personnel file, a member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the contended inaccuracy. If the Chief concurs, he shall either remove the inaccurate document or attach the member's memorandum to the file noting his concurrence with the member's contentions.

While employees may not alter any documents reviewed in their personnel file, they may offer written clarification, explanation or rebuttal to any of the file's contents by following the departmental chain of command.

Section 4. Employees who are the subject of investigations of any nature shall be afforded their constitutional rights as required by law, including Miranda and Garrity rights. All investigations shall be done at reasonable times and places and shall be conducted in a manner consistent with professional law enforcement standards.

ARTICLE XIII

DISCIPLINE

Section 1. A non-probationary employee who is suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action within a

reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined and after the discipline has been imposed. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the FOP/OLC.

Section 2. Disciplinary action taken by the Employer shall only be for just cause.

Section 3. Any disciplinary action against a non-probationary employee shall be processed in accordance with the present rules and regulations governing non sworn personnel and the Grievance Procedure shall only be invoked beginning at Step 3.

ARTICLE XIV

NON-DISCRIMINATION

Section 1. The Employer and the FOP/OLC agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex or handicap.

Section 2. 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 XV

GENDER AND PLURAL

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 XVI

HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE XVII

OBLIGATION TO NEGOTIATE

Section 1. 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.

Section 2. 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 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 XVIII

CONFORMITY OF LAW

Section 1. This Agreement shall be interpreted in accordance with Section 4117.10(A).

Section 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) 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 XIX

TOTAL AGREEMENT

This Agreement represents the entire agreement between the Employer and the FOP/OLC, and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE XX

DUTY HOURS

The City will continue its policy of having the Chief set the employees' work schedule on a monthly basis. The effected employee(s) will be provided twenty-four (24) hours advance notice of any changes in the monthly schedule, except in an emergency situation as determined by the Chief exercising reasonable discretion.

ARTICLE XXI

OVERTIME, CALL-IN PAY AND COURT TIME

Section 1. All employees, for work performed in excess of their regularly scheduled tour of duty when approved by the Chief, shall be compensated, at employee's election, either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the rate of time and one-half to be taken in the future as

approved by the Chief. Compensatory time shall be accumulated and used in accordance with the Fair Labor Standards Act and regulations promulgated pursuant to it. Compensatory time may be cashed in once each year during the first full pay period in December. No less than twenty (20) and no more than (100) hours shall be cashed in each year.

Section 2. Whenever approved by the Chief, the employees called into work or appearing in court on behalf of the Employer for a time period of less than two (2) hours when the employee is not on duty, shall be compensated not less than four hours at straight time rate. An employee called into work within one (1) hour of the start of his shift shall be paid in accordance with the overtime provision set forth above and not receive call-in pay.

Section 3. Any training Dispatcher or Jailers shall be paid an additional one (1) hour for each shift worked in such capacity which shall be paid at the end of the training cycle. Compensation may be at the employee's regular hourly rate, or taken as compensatory time off.

Section 4. All opportunities for overtime shall be first offered to full-time bargaining unit members prior to scheduling any part-time employees to work such overtime.

ARTICLE XXII

HOLIDAYS

Section 1. All employees shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
	Employee's Birthday

Section 2. In addition to the benefit provided in Section 22.01, each employee shall be compensated a rate of one and one-half (1-1/2) times the employee's regularly hourly rate if

he is required by the Chief to work on Independence Day, Thanksgiving, Christmas or New Year's Day.*

Section 3. In addition to a day off, employees working Christmas Eve, and New Year's Eve will be compensated at a rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.*

*See Memorandum of Understanding #1.

ARTICLE XXIII

VACATION

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Years of Employment</u>	<u>Weeks of Vacation</u>
After 1 year of full-time service	2 weeks
After 5 years of full-time service	3 weeks
After 10 years of full-time service	4 weeks
After 15 years of full-time service	5 weeks
After 21 years of full-time service	5 weeks plus 1 day
After 22 years of full-time service	5 weeks plus 2 days
After 23 years of full-time service	5 weeks plus 3 days
After 24 years of full-time service	5 weeks plus 4 days
After 25 years of full-time service	6 weeks

Section 2. The period for accumulation of vacation credits shall be from January 1 of one year to December 31 of the same year. Employees will earn, on a monthly basis, one-twelfth (1/12th) the number of days due them as set forth in Section 14.01 of this Article. An employee who becomes employed by the Department before the 16th or who ceases employment after the 15th of any month shall earn vacation credits for that month. Vacation credits accumulated to January 1 of any year shall be used as permitted by the Chief for vacation within the remaining twelve (12) months of such year and shall not be carried over into the next year without approval

of the Chief and the Captain. New appointees shall be entitled to a first vacation based upon credits accumulated to the January 1 next following their date of appointment. Under this rule no one appointed on or after January 1 of any year shall be entitled to vacation in such year.

Section 3. All holiday and vacation credits shall be paid to the member or member's estate upon death, resignation, retirement or dismissal at the member's current rate of pay.

Section 4. Holidays shall not be assigned in conjunction with vacation leave unless the member desires to do so.

Section 5. The employee shall have the right to receive compensation in December of any calendar year at his or her current rate of pay for one (1) day of unused vacation for each full week earned. Request for such payments must be made in writing to the Chief of Police by not later than December 1.*

*See Letter of Understanding #1.

ARTICLE XXIV

SICK LEAVE

Section 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 contagious disease communicable to other employees; or 3) pregnancy.

Section 2. All employees shall earn sick leave at the rate of one and one-quarter (1-1/4) days per month of completed service with no maximum accumulation. For purposes of this Section, completed service shall only include hours actually worked, vacation, holidays and compensatory time.

Section 3. An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefor at least one (1) hour before the start of his work shift each day he is to be absent.

Section 4. Sick leave may not be used in segments of less than one (1) hour.

Section 5. Before an absence may be charged against accumulated sick leave, the Police Chief or Captain may require such proof of illness or injury as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief and paid by the Employer. In any event, an employee absent for more than two (2) work days must supply a physician's report to be eligible for paid sick leave, if requested by the Police Chief.

Section 6. If the employees fails to submit accurate proof of illness or injury, or in the event that such proof as is submitted or upon the report of medical examination, the Police Chief or Captain finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave shall be considered an unauthorized leave and shall be without pay.

Section 7. Any abuse or patterned use of sick leave shall be just and sufficient cause for discipline, including dismissal, as may be determined by the Chief or the Captain.

Section 8. The Police Chief or the Captain 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 designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 9. Any employees hired after the 1993-1995 Agreement will not be permitted to retain and transfer any accrued sick leave or vacation leave earned from prior employment outside of the City.

Section 10. Employees who leave the service of the City shall be entitled to receive a cash payment equal to his/her hourly rate of pay at such time multiplied by one-half ($\frac{1}{2}$) of the total number of accumulated but unused sick hours earned by the employee as certified by the Chief.

Section 11. Upon the death of a full-time employee, their estate shall be paid one-half ($\frac{1}{2}$) the total number of accumulated, but unused sick hours earned by the employee as certified by the Chief.

ARTICLE XXV

PERSONAL LEAVE

Section 1. All employees, in addition to all other leave benefits, shall be granted two (2) personal days each year which shall be taken within the year earned.

Section 2. Personal days shall only be taken with the advance approval of the Police Chief of the Captain.

ARTICLE XXVI

BEREAVEMENT LEAVE

An employee shall be granted time off with pay for the purpose of attending the funeral of a member of the employee's immediate family as follows:

- (a) For purposes of this Agreement, the immediate family consists of spouse, parents, stepparents, children, stepchildren, brother, sister, stepbrother, stepsister, grandparents, grandchildren, spouse's grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

- (b) In the event of the death of one of those named in Section (a) above, a Department employee will be granted a minimum of three (3) working days with pay. If the employee's RDO's fall within this period, they will be reassigned at the direction of the Chief of Police. If an employee is on vacation or sick leave, the Bereavement/Funeral Leave policy does not apply.
- (c) Further procedure shall be followed through the applicable departmental bereavement/funeral leave policy.

ARTICLE XXVII

SALARY

Section 1. The following salary schedule shall be in effect during the life of this contract:

<u>Classification</u>	(0) <u>6/1/09**</u>	(+2%) <u>6/1/10</u>	(+2%) <u>6/1/11</u>
Dispatcher (probation)	\$16.44	\$16.77	\$17.10
Dispatcher	\$20.65	\$21.06	\$21.48
Chief Dispatcher	\$20.65	\$21.06	\$21.48
Dispatcher/Records Clerk	\$20.65	\$21.06	\$21.48
Jailer (probation)	\$18.88	\$19.26	\$19.64
Jailer	\$20.52	\$21.34	\$21.77

**There shall be a lump sum payment of \$400.00 to be made as promptly as possible.

Section 2. Each anniversary date of this contract, the City will provide a \$600.00 yearly bonus to all full-time members covered by this agreement if they maintain their "LEADS" certification.

Section 3. All employees shall receive their paychecks through a "direct deposit" system.

ARTICLE XXVIII

LONGEVITY

Section 1. The Employer annually will pay employees in accordance with the following longevity schedule for their years of full-time, continuous service to the City:

Classification

5-10 years of service	\$1,925
10-15 years of service	\$2,125
15-20 years of service	\$2,325
20 years or more of service	\$2,525

Section 2. Longevity increases shall be determined and granted on the employee's employment anniversary date and shall be payable every two (2) weeks.

ARTICLE XXIX

JURY DUTY LEAVE

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

ARTICLE XXX

UNIFORM ALLOWANCE*

All employees shall receive the following uniform allowance for the duration of this Agreement:

Effective July 1, 2009 — \$420.00

*See Memorandum of Understanding #1.

ARTICLE XXXI

INSURANCE

Section 1. The Employer will provide and pay the full premium on behalf of each employee, at his election, for single or family hospitalization and medical service coverage only under a Medical Mutual Super Med Hospitalization plan. Consequently, employees having other insurance plans shall pay the difference between Medical Mutual Super Med and their plan. (See attached Plan 7 - SuperMed Plus).

Section 2. The Employer will provide and pay the full premium for each employee, at his election, for single or family dental and eye care. Prescription insurance coverage under Medical Mutual shall be as noted in Plan 2 - Prescription Drug Program (attached).

Section 3. The City shall establish a Cost Containment Committee. The FOP shall participate in this committee by sending one delegate to the committee. The committee shall be comprised of City management and a delegate from each union and non-union employee group. The purpose of this committee shall be to review and recommend changes in health care coverage, if any, to the City Administration in keeping with sound fiscal management of the City and deliverance of the most cost-efficient health care to its employees. Any changes recommended by the Cost Containment Committee shall be approved by the members of the FOP.

Section 4. The Employer will provide and pay the full premium of a convertible life insurance policy in the face value of Thirty Thousand Dollars (\$30,000.00) for all employees. In addition, the Employer will provide and pay the full premium of a convertible life insurance policy in the face value of Three Thousand Dollars (\$3,000.00) for the spouse of each employee and One Thousand Dollars (\$1,000.00) for each child of each employee.

Section 5. Pursuant to its self insurance program or an outside carrier, the Employer will provide liability and false arrest coverage for all employees.

Section 6. The parties agree that should the City engage in any good-faith negotiation with another police union regarding the provided eye and orthodontia care proponents of the employee health plan, the Fraternal Order of Police, Ohio Labor Council will be included in such negotiations.

ARTICLE XXXII

SENIORITY AND LAYOFF

Section 1. Seniority shall be determined by continuous service with the Police Department within classification. Continuous service shall be broken by retirement, resignation or discharge. Seniority shall be adjusted to exclude periods of layoff, disciplinary suspension, leaves of absence without pay or other no-pay status.

Section 2. In the event of a layoff or job abolishment, due to a lack of funds or lack of work situation, members of the bargaining unit will be laid off in accordance with their departmental seniority within classification (last hired, first laid off) in the following order:

- (a) Employees who have not completed their probationary period;
- (b) Employees who have completed their probationary period; and,
- (c) When the seniority of two or more employees is equal, the employees shall be laid off alphabetically, "Z" to "A".

Section 3. When a layoff takes place, seniority as described above will control to allow the least senior employee by rank to bump down into the next lower classification, provided the senior employee has the skill and ability to perform the duties of the position in question.

Section 4. Employees shall be recalled in the reverse order of their layoff. An employee on layoff will be given fourteen (14) calendar days notice of recall from the date on which the notice is sent by certified mail, return receipt requested to the last known address of the employee. It is the employee's responsibility to notify the City of a change of address. A laid off employee shall retain his/her right to recall for twenty-four (24) months from the date of layoff.*

*See Memorandum of Understanding #3.

ARTICLE XXXIII

PROBATIONARY PERIOD

Employees shall be on probation for a period of one (1) year following the date on which they completed training. They may be terminated at any time for any reason or no reason during said probationary period without reference to the Grievance or Arbitration Procedures of this Agreement or any other provision of this Agreement. If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provision of this Article.

ARTICLE XXXIV

SICK LEAVE BONUS*

Section 1. An employee who is absent from work for a period of sixteen (16) hours or less in one year shall be paid a sick leave bonus of Five Hundred Dollars (\$500.00) in the first full pay period in December. The one year period will begin on December 1 and end on November 30. Injuries incurred in the line of duty in the discretion of the Chief shall not count as sick leave for purposes of determining whether the employee is entitled to a sick leave bonus.

*See Memorandum of Understanding #2.

ARTICLE XXXV

DEFERRED FEDERAL AND STATE INCOME TAX PAYMENTS ON EMPLOYEES' PENSION CONTRIBUTIONS

Section 1. For all employees who are members of the bargaining unit, as defined in Article III of this Agreement, and who are required to make contributions to the State of Ohio Public Employees' Retirement System ("PERS") pursuant to the Ohio Revised Code, the contribution required to be made by each said employee to the PERS as an employee contribution shall be paid by the City on behalf of the employee in lieu of contribution by the employee.

Section 2. The City shall incur no additional payroll cost, including PERS contributions, under Section 1 of this Article. No employee's total compensation otherwise payable under this Agreement shall be increased. Each employee's compensation shall consist of two parts: a "cash salary" and a "deferred amount." Each employee's "cash salary" shall be the total compensation payable by the City to each said employee in any pay period reduced by the amount payable by the City to PERS on behalf of each said employee under Section 1 of this Article. Each employee's "deferred amount" shall be the PERS "pick-up" amount payable by the City under Section 1 of this Article in lieu of contribution by the employee. No employee shall have the option to receive direct payment of the "deferred amount" contributed by the City to PERS on behalf of the employee.

Section 3. Subject to changes in the Federal and State income tax laws, the City shall treat an employee's "cash salary" as the gross amount of pay for a pay period for purposes of calculating and deducting Federal and State withholding taxes. The employee's PERS contribution remitted to the PERS by the City on behalf of an employee under Section 1 of this Article shall become taxable to the employee for Federal and State income tax purposes when

the employee withdraws their contributions from that PERS in the form of pension payments or a refund.

Section 4. The City and Union shall take all acts necessary and appropriate to initiate implementation of the provisions of this Article, including, but not limited to, making application to the Internal Revenue Service for a private letter ruling concerning the Federal tax treatment of the provisions of this salary reduction PERS pick-up plan and making application to the PERS.

Section 5. Subject to any requirements imposed by the Internal Revenue Service and the PERS, the provisions of this Article shall apply to payroll periods commencing after adoption of this Agreement by the City and Union.

ARTICLE XXXVI

LINE OF DUTY INJURY LEAVE

Section 1. Whenever a full-time dispatcher/jailer during the lawful performance of assigned duties as a direct result of a “high risk” situation or circumstance suffers injuries causing total disability for more than three (3) full work days, “high risk” sick leave may be granted in lieu of regular sick leave beginning with the fourth work day taken for sick leave during such total disability, not to exceed ninety (90) calendar days. If, at the end of such ninety (90) day period, the employee is still totally disabled and unable to report for work, the “high risk” leave may, at the City's sole discretion, be extended for additional ninety (90) calendar day periods. “High risk” sick leave shall not be deducted from the employee’s accumulated sick leave account.

Section 2. “Total disability” shall mean the physical inability of an employee to perform regularly assigned duties at the station and/or otherwise engage in any other gainful employment.

Section 3. In order to qualify for "high risk" sick leave, the following criteria shall be certified by the Chief of the Division and approved by the Safety Director and the Mayor:

- (A) The injuries are the direct result of:
 - (1) A fight, effecting an arrest or quelling a violent situation;
 - (2) The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon; or
- (B) The event herein described must be duly logged and a written report submitted to the Chief's office during the shift in which it occurs.
- (C) Medical evidence has been provided within a reasonable period of time (no more than fourteen (14) days) from the employee's treating physician and/or the City physician, establishing the cause, nature, and extent of the injuries, the likelihood of the term of disability, and the medical probability of full recovery and eventual return to work.
- (D) The employee shall have applied for and have been found eligible to receive coverage under Workers' Compensation of Ohio and the employee signs a waiver and assignment to the Employer for amounts payable under such Workers' Compensation for temporary disability benefits, and for any other Employer paid insurance benefits.
- (E) The Employer shall have the right at any time during the process to request medical verification of the employee's injury from his doctor. In addition, the Employer shall have the right, at its expense, to send the employee to a doctor of its own choosing for medical verification. In the event there is a dispute between the employee's doctor and the City's doctor, the parties agree to send the employee to a third, neutral doctor whose decision regarding this process will be final.

Section 4. Any vacation time, holidays or personal days which would have been scheduled during such disability shall be rescheduled within three (3) months following such employee's return to duty.

ARTICLE XXXVII

SUBSTANCE ABUSE

Section 1. General Policy

The City, its management and its employees all have a vital interest in maintaining a safe and productive work environment. Employees who work while under the influence of drugs or alcohol pose a serious safety and health hazard to themselves, their coworkers, and third parties. In addition, drug or alcohol abuse leads to higher turnover, absenteeism and significantly interferes with and impedes the City's efficient operations.

The City's growth and future depend upon the physical and psychological health of its employees. Accordingly, the City, working with its employees, intends to maintain a safe, healthful and efficient work environment for all of its employees.

With these objectives in mind, the City has developed the following policy and procedures on alcohol and drug abuse:

(a) Alcohol

The possession, sale, purchase or use of alcohol in a City facility or while on City time is prohibited. In addition, employees may not report to work or be on City time or on City premises while under the influence of alcohol.

(b) Legal Drugs

Employees may not use or have traceable in their body any legal drug while on City time or while in a City facility to the extent said drug may adversely affect the employee's safety or job performance or the safety or job performance of others. It is the responsibility of the employee to insure that he does not violate this requirement. An employee will not avoid discipline under this policy by producing a prescription or otherwise disclosing his use of the legal drug after being selected for drug testing. However, an employee will not be subject to discipline for traceable legal drugs if: (i) when requested by the City, he provides a current statement from his physician certifying that he is fit for duty; and (ii) he is not consuming such legal drugs in a manner contrary to the prescription, the drug's label or his physician's advice.

(c) **Illegal Drugs**

The possession, sale, purchase or use of any illegal drug while on the City's premises or while on City time is prohibited. Employees may not report to work or be on City time or on City premises with an illegal drug traceable in their systems.

(d) Any employee who violates this policy may be discharged.

Section 2. Definitions

For purposes of this drug and alcohol abuse policy, the following terms shall have the following meanings:

- (a) "City premises" shall include, without limitations, City Hall, Municipal Center, Maple Leaf School, the Service Garage, and all other property owned or leased by the City.
- (b) "City time" shall include all time during which an employee is on City premises or performing work for the benefit of the City.
- (c) "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.
- (d) "Illegal drug" means any controlled substance the possession or sale of which is prohibited by law.
- (e) "Under the influence of alcohol" means that the employee has a blood alcohol level of at least .1% or above or otherwise exhibits behavior demonstrating that his ability to perform his job duties has been impaired by alcohol.
- (f) "Traceable in the employee's system" means that the result of a laboratory's analysis of the employee's urine or blood specimen is positive for the tested substance.

Section 3. Procedures

(a) **Testing**

(1) The City may relieve an employee of duty and require the employee to provide both urine and/or blood specimens for laboratory testing or to take a Breathalyzer test, at Marymount Hospital, if:

- a) The City has "reasonable suspicion" to believe that the employee is under the influence of alcohol or a legal or illegal drug. For

purposes of this policy, "reasonable suspicion" shall mean suspicion based on specific personal observations that a supervisor in the Police Department can describe concerning the employee's appearance, behavior, speech, breath, body odor, or other physical indicia of possible drug and/or alcohol use. Such suspicion also may be based upon the observation of behavioral or work performance changes which raises an inference of drug and/or alcohol use or,

- b) The employee is involved in a work-related accident which a supervisor in the Police Department concludes may have been caused by the employee, including but not limited to accidents which result in bodily injury or damage to City leased or owned property under circumstances giving rise to a question of whether that employee's behavior, actions or judgment was impaired at the time of the accident. Such circumstances include, but are not limited to: single vehicle accidents; vehicles striking fixed objects; accidents where the operator of the vehicle is cited for violation of law and work place accidents where the employee, by his action or inaction, appears to have violated work safety rules or to have otherwise contributed to the accident.
- (b) If possible, the supervisor in the Police Department who made a referral for drug or alcohol testing shall, before the end of the shift, complete and sign an "observation checklist" setting forth the facts upon which such City supervisor relied in making the referral for drug or alcohol testing. A copy of the "observation checklist" shall be provided upon request to the subject employee.
- (c) The employee has the right to union representation prior to referral for drug or alcohol testing assuming that a union representative is immediately available. The Union may designate names of members solely for the purpose of representation prior to referral for drug or alcohol testing. The non-availability of union representation shall not operate to delay the referral for testing.
- (d) Specimen collection will occur at Marymount Hospital and the procedures shall not demean, embarrass or cause physical discomfort to the employee.
- (e) The determination of whether or not there is sufficient reason to require a laboratory test shall be solely within the discretion of the City.
- (f) Regarding urine samples for drug testing, employees will undergo an initial screening (EMIT) test. For any positive results, a confirmation test, including, but not limited to, the gas chromatography/mass spectrometry (GC/MS) test will be used. The City will ensure that there is a continuous chain of custody of any sample taken from an employee at Marymount Hospital.

Section 4. Consent

If requested by the appropriate medical personnel, the employee shall sign a consent form authorizing Marymount Hospital to withdraw a specimen of blood and/or urine, or to conduct a Breathalyzer test, and release the results of the laboratory testing to the City.

(a) Refusal to Provide Specimen or Consent

Any employee who refuses to provide a urine or blood specimen, or to take a Breathalyzer test, where the City may request such a urine or blood specimen or Breathalyzer test under this policy, or who refuses to sign a consent form, shall be discharged.

(b) Confidentiality

The results of any blood or urine analysis or Breathalyzer tests shall be kept strictly confidential among the employee, Marymount Hospital, and the City. However, the City may use the results to decide upon any action to be taken towards an employee, or to the extent necessary, to defend its actions in subsequent grievance, arbitration or legal or other proceedings.

Section 5. Treatment

The City in its sole discretion, may require any employee who violates this Policy as a condition of employment and in lieu of discharge, to submit to and pass a urinalysis or blood test within six weeks after the date on which the City determines that the employee violated the Policy. In addition, the City may require the employee to undergo alcohol or drug rehabilitative treatment at the facility recommended by the City. To the extent such treatment or counseling is not paid for by the employee's health insurance plan, it shall be at the employee's expense. The City may discharge any employee who fails or refuses to submit to urinalysis or a blood test or undergo rehabilitative treatment.

ARTICLE XXXVIII

LABOR-MANAGEMENT COMMITTEE

Section 1. In the interest of sound labor-management relations, once each quarter and on a mutually agreeable time, date and place, the Employer designee(s) shall meet with no more than three (3) representatives of the FOP to discuss issues of mutual labor-management interest.

Section 2. The party requesting the meeting shall furnish an agenda to the other party at least five (5) days in advance of the scheduled meeting. The agenda should include the names of those persons attending and the matters to be discussed at the meeting. The purpose of such meetings shall be to:

- (a) discuss matters of mutual concern;
- (b) notify the FOP of departmental changes made by the Chief of Police which affect the bargaining unit;
- (c) disseminate general information of interest to bargaining unit members; and
- (d) discuss ways to improve department efficiency.

Section 3. It is further agreed that should special labor-management meetings be requested and mutually agreed upon, they shall be scheduled as soon as practical.

Section 4. The committee shall not be used to bypass the normal chain of command. Matters that are subject to negotiations or the grievance process shall not be discussed without mutual agreement of the City and FOP.

In order to seek mutual understanding and agreement with City policies and practices it is understood that some policies and practices may need revision to better reflect the current needs of the department. When such policies are identified said policies may be amended via mutual agreement and resolution of the labor management committee.

ARTICLE XXXIX

MISCELLANEOUS

Section 1. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination.

Section 2. The Employer shall implement Family and Medical Leave benefits equally, responsibly, and fairly for all bargaining unit members.

Section 3. The FOP/OLC will be allowed one (1) bulletin board for official FOP/OLC notices. This bulletin board will be located in the Police Department.

Communicable Diseases. The City shall issue all equipment and supplies necessary to reasonably protect the employees from contracting communicable diseases in the work environment. Policies and procedures shall be in place regarding proactive preventative measures. These policies and procedures shall be made available to each bargaining unit member. It shall discuss and describe treatment of citizens and precautions to be taken. This should be updated as often as new material becomes available.

Bargaining Unit Sovereignty. The City agrees not to assign another employee group(s) or any other personnel to perform the duties of the members of this Union when full-time bargaining unit members are reasonably available based on the operational needs of the Department, if said assignment would result in another employee group(s) or any other personnel receiving overtime.

ARTICLE XL

SAVINGS CLAUSE

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

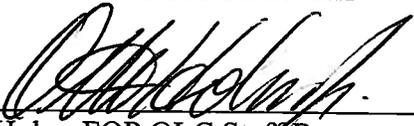
deemed severable from the rest of the Agreement and all such other parts of the Agreement shall remain in full force and effect. In such event, the Employer and the FOP/OLC will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

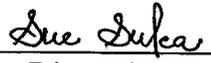
ARTICLE XLI

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 26 day of October, 2009.

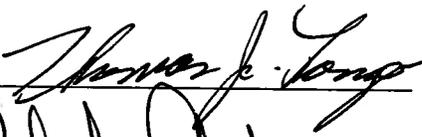
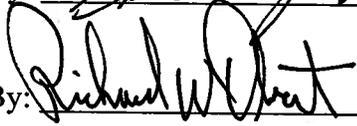
FOR THE UNION:
THE FRATERNAL ORDER OF
POLICE, OHIO LABOR COUNCIL

By: 
Otto Holm, FOP OLC Staff Representative

By: 
Sue Sulea, Dispatcher

By: 
Lisa Ginn, Corrections

FOR THE EMPLOYER:
CITY OF GARFIELD HEIGHTS

By: 
By: 

LETTER OF UNDERSTANDING

OVERTIME OPPORTUNITY

The parties have agreed that the subject matter of Article 21, Section 4, overtime opportunity, shall be referred to the Labor Management Committee for resolution.

MEMORANDUM OF UNDERSTANDING #1

TERMS AND CONDITIONS OF CONCESSIONS

MARCH 20, 2009

The modifications offered by the Fraternal Order of Police Lodge 67 in Articles XXII - Holidays, XXIII - Vacation, XXXIV - Sick Leave Bonus, XXX - Uniform Allowance and XXXI - Insurance, shall adopt revenue enhancements that substantially equal the reduction in benefits contained in the FOP Modifications as well as those from other labor organizations.

MEMORANDUM OF UNDERSTANDING #2

CONCESSION MODIFICATIONS

MARCH 20, 2009

All contract modifications except for hospitalization/prescription drug changes shall, at the latest, be automatically restored to the 2008 level at the onset of the next round of negotiations. In the event that the City is formally declared as no longer fiscally encumbered by the Ohio State Auditor, the benefit modifications, except for medical, shall also be restored to their 2008 levels.

MEMORANDUM OF UNDERSTANDING #3

Regular full-time bargaining unit members shall be given a minimum of two (2) weeks advance written notice of layoff, indicating the circumstances which made the layoff necessary.

Paul S. 5/13/09
John Murphy 5-17-09



**Garfield Hts
Proposed Plan 7
SuperMed Plus**



Savings on Medical: 8.5% = \$145,117

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	To Age 25; Removal upon End of Month	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	0 pints	
Lifetime Maximum	\$2,500,000	
Benefit Period Deductible – Single/Family¹	\$200 / \$400	\$400 / \$800
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$300 / \$600	\$600 / \$1200
Physician/Office Services		
Office Visit (Illness/Injury)²	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit²	\$10 copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam (One exam per benefit period)²	\$10 copay, then 100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 14, limited to a \$500 maximum per benefit period)² including meningitis immunization	\$10 copay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age nine)	100%, no deductible	70% after deductible
Routine Mammogram (One per benefit period)	100%, no deductible	70% after deductible
Routine Pap Test (One per benefit period)	100%, no deductible	70% after deductible
Routine PSA Test	100%, no deductible	
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis, Thyroid Test (Ages nine and over, one each per benefit period)	100%, no deductible	70% after deductible
Routine Endoscopic Services	100%, no deductible	
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Occupational Therapy – Facility and Professional	Not Covered	Not Covered
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room⁴	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room⁴	\$50 copay, then 100%	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (# days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (# visits per benefit period)	90% after deductible	70% after deductible
Hospice (# days per benefit period)	90% after deductible	70% after deductible
Private Duty Nursing (\$ maximum per benefit period)	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (# days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (# visits per benefit period)	90% after deductible	70% after deductible

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

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

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.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

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.



**Garfield Hts
Proposed Plan 2
Prescription Drug Program¹**

Savings on Drug 35% = \$168,029

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program with Oral Contraceptive Coverage		
Generic Copayment	\$15	30
Formulary Copayment	\$25	30
Non-Formulary Copayment	\$35	30
Formulary Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	\$30	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$70	90

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

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

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

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