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AN AGREEMENT

BETWEEN

THE CITY OF BEDFORD

AND

THE BEDFORD FIREFIGHTERS, LOCAL 1683

INTERNATIONAL ASSOCIATION

OF

FIREFIGHTERS

JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

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WHEREAS, the City of Bedford, Ohio, (the "City") and the Bedford Firefighter Association, Local 1683, International Association of Firefighters, AFL-CIO, (the "Association"), are desirous of preserving, continuing and fostering their mutual interests and a harmonious relationship;

WHEREAS, the City and the Association in pursuit of that goal have concluded certain agreements relative to the terms and conditions of employment of the employees of the City's Division of Fire;

WHEREAS, the City and the Association are desirous of setting forth such agreement;

NOW, THEREFORE, the City and the Association do hereby agree as follows:

ARTICLE I - RECOGNITION

The City agrees that it has and will continue to recognize the Association as exclusive representative for negotiating wages and salaries, hours of work and all other terms and conditions of employment for full-time members of the Division of Fire, excluding the Chief, Assistant Chief, dispatcher, part-time employees, and all other employees of the City of Bedford. The City and the Association agree to continue to negotiate with each other in good faith on all matters concerning the employment of employees in the Division of Fire.

ARTICLE I(A) - MANAGEMENT RIGHTS

The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline, discharge, lay off, and promote; to promulgate and enforce reasonable work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualifications of the work force and work schedules. The employer reserves without limitations all of the rights and authority to manage the City and the Fire Department to the full extent permitted by law except of inconsistent with this Agreement; and to use reasonable discretion in exercising such rights.

ARTICLE I(B) - PREVAILING RIGHTS

The City and Union shall continue to cooperate to the fullest, to assure, where possible, a continuation of those activities, rights, duties and obligations not inconsistent with, or altered, amended, or rescinded, by this Agreement.

ARTICLE I(C) - GENDER AND PLURALITY

Whenever the context so requires, the use of the words therein 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 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 II - HOURS OF WORK

Members of the Division of Fire, except as hereafter indicated, shall work a three (3) platoon, twenty-four (24) hour shift which will average a forty-eight (48) hour week.

The twenty-four (24) hour shift shall commence at 0700 and continue to 0700 the following day.

Commencing January 1, 1989, members of the Division of Fire shall be assigned twenty-one (21) day cycles. Each cycle will be twenty-one (21) days long and each cycle keeps repeating every twenty-one (21) days. Each shift will have an equal number of personnel. Each cycle a member is scheduled to work seven tours in any twenty-one day cycle the member will be entitled to one of the seven days off, this off day will be referred to as a "Kelly" Day. This "Kelly" Day occurs once every cycle, and no member is to be scheduled to work more than 144 hours in any twenty-one (21) day cycle. A "Kelly" Day shall be selected annually by the member in December of the preceding year by seniority.

ARTICLE III - SELECTION OF "KELLY DAY"

This annual "Kelly" Day selection shall be one of the days of the week, and that particular day of the week shall be maintained as each member's "Kelly" Day.

The "Kelly" Day of any member may be changed by the City of Bedford at any time to reasonably respond to any major fluctuation in shift balance caused by layoffs, retirements, resignations or other terminations. Other changes may occur upon written request to the City for approval and forwarded to the Labor Management Committee for their review and approval before said request change is effected. The approval and authorization of either party shall not be unreasonably withheld and only the failure of either party to approve and forward said request shall be subject to the Grievance Procedure.

Annual shift changes shall be announced on or before December 1 each year to begin the first cycle of the next year, beginning in January.

ARTICLE IV - SALARY

Effective January 1, 2011, all Division of Firefighters with **three (3)** years of service, shall receive, (See Appendix 1 for starting rates and steps):

January 1, 2011	**$64,915**
January 1, 2012	**$66,538**
January 1, 2013	**$68,704**

It is agreed that there shall be preserved a ten (10%) percent differential in salary range between Firefighter and Lieutenant in the Division of Fire.

In the event any member is acting as a Lieutenant or a Lieutenant acting as Assistant Chief or Chief, if so designated by the Chief or City Manager, the member shall receive an additional ten (10%) percent per hour. Acting Shift Officer shall be determined by the Labor Management Committee Agreement.

The Association or the City shall have the right to reopen this Agreement any time the Fair Labor Standards Act reduces the average work week to less than forty-eight (48) hours per week.

ARTICLE V - OVERTIME

When an employee is required by the City to work any more than his scheduled hours, he will be compensated at 1.5 times his basic rate of pay for those hours worked. A three (3) hour minimum call back will be observed if the employee is being called from his home. Any employee who is held over after the end of a shift shall be compensated at 1.5 times his basic rate of pay, for the time actually worked, with a one-hour minimum.

Members of the Regional Haz-Mat Team **and Regional Specialized Rescue Teams** shall be compensated with overtime pay rather than compensatory time for required Haz-Mat **or Specialized** training. State required EMT-A and Paramedic training shall be compensated with overtime pay. The maximum allowable overtime pay for each level of EMT certification per calendar year shall be one third of the required state hours to obtain said certification. There will be a three-hour minimum for all overtime training. All overtime compensation earned by members of the Fire Department will be paid in full the following pay period.

ARTICLE VI - HOLIDAY PAY

Division of Fire employees shall be compensated at a rate of time and one-half for the following holidays worked. Holidays are to be paid on the calendar date on which the Holiday occurs:

New Years Day	M. L. King Day	President's Day
Good Friday	Easter Sunday	Memorial Day
July 4th	Labor Day	Veteran's Day
Thanksgiving Day	Christmas Eve	Christmas Day
New Year's Eve		

Employees residing in the City of Bedford scheduled to work the Holidays of Christmas, Easter and Thanksgiving shall be granted one and one half (1-1/2) hour meal leave time. The Association agrees the past practice of members responding from home during meal hours will be observed.

ARTICLE VII - LONGEVITY PAY

All employees of the Division of Fire who have been in the continuous service of the City for five years or more shall receive additional compensation in an amount equal to one and one-half (1-1/2) percent of their regular pay.

All employees of the Division of Fire who have been in the continuous service of the City for ten years or more shall receive additional compensation in an amount equal to three (3) percent of their regular pay.

All employees of the Division of Fire who have been in the continuous service of the City for 15 years or more shall receive additional compensation in an amount equal to five (5) percent of their regular pay.

All employees of the Division of Fire who have been in the continuous service of the City for 20 years or more shall receive additional compensation in an amount equal to seven (7) percent of their regular pay.

ARTICLE VIII - SEPARATION PAY

A. Upon death or retirement, the City will grant or pay the member all vacation leave the member would have earned in the calendar year of the member's death or retirement.

B. Upon death or retirement the City will pay the member for all unused sick time according to the following:

   For members that have been accumulating the maximum of 2880 hours, the City will pay a conversion of one (1) hours pay for every three (3) hours of unused sick leave.

   For members that have been accumulating the maximum of 1440 hours the City will pay a conversion of one (1) hours pay for every two (2) hours of unused sick leave.

   For members that have been accumulating the maximum of 1200 hours, the City will pay a conversion of one (1) hours pay for every two (2) hours of unused sick leave.

   The City also agrees to pay this conversion in a lump sum at death or retirement.

ARTICLE IX - ADVANCED EMT-A

All existing certified Advanced EMT-A as of January 1, 1998, shall receive an additional one percent (1%) of their base pay in addition to their wages. Payment shall be payable concurrent with the first pay in December. No member shall receive Advanced EMT-A pay from the date of this contract except those presently in that position or those who may reduce to that position voluntarily.

ARTICLE X - PARAMEDICS

Paramedics hired prior to January 1, 1995 may voluntarily change their certification to Advanced EMT-A. Paramedics hired after January 1, 1995 may make a written request to the Fire Chief to change their certification to Advanced EMT-A. The Chief will only consider this request if the department has a minimum number of twenty-one paramedics, and if the member making the request has a minimum of 10 years of service with the City of Bedford, Division of Fire.

All certified Paramedics shall receive **$900 in 2011, $950 in 2012, and $950 in 2013** in addition to their wages. Payment shall be payable concurrent with the first pay in December.

ARTICLE XI - VACATIONS

Each member of the Fire Department shall be eligible for vacation leave with pay after one (1) year of service with the Employer. It is expressly agreed that vacation shall be computed on tours of duty, not calendar weeks. At least one member shall be permitted to schedule vacation leave daily. Vacation shall be earned annually as follows:

a. Ninety-six (96) hours vacation leave after completion of one year service (4 tours).

b. One Hundred Forty-four (144) hours vacation leave after completion of five years service (6 tours).

c. One Hundred Ninety-two (192) hours vacation leave after completion of ten years of service (8 tours).

d. Two Hundred Forty (240) hours vacation leave after completion of twenty years of service (10 tours).

e. Two Hundred Eighty Eight (288) hours vacation leave after completion of twenty-two years of service (12 tours).

f. In computing the vacation time to be allotted to a Firefighter, the anniversary date of the initial employment of the Firefighter shall be used to determine the vacation time a Firefighter is entitled to. He must have completed the number of years indicated to be entitled to the vacation allotment for the period of time. Except at Retirement, see Article 8 Separation Pay.

ARTICLE XII - HOLIDAY TIME

Full-time employees of the Division of Fire working shift shall receive 128 hours annually of holiday time to be taken at the employee's request with the approval of the Department Head. Holiday Time shall be taken in increments of one hour.

ARTICLE XIII - COMPENSATORY TIME

The City will give compensatory time to all members of the Association for all off duty elective training which is beneficial to the City and is approved by the Chief, which shall not be unreasonably withheld. Elective training that does not require fees for tuition, books, meals, etc. that would be reimbursed by the City will be allowable at University Hospital Health Systems, South Point Hospital, Sagamore Hills Medical Center, MetroHealth Medical Center, or The Solon Campus of St. Vincent Charity Hospital. The use of elective training shall never create overtime.

Compensatory time will be given at time and one-half times hours of training (all compensatory time must be awarded at the premium rate of time and one-half). The City will guarantee a three (3) hour minimum on all elective off duty training.

Members will be allowed to accumulate a maximum of 480 hours of compensatory time. All time in excess of 480 hours on the books on December 1st of any year will be paid to the members at the members current hourly rate during the first pay period of December.

All compensatory time will be used at the request of the member, with the approval of the Chief. Compensatory time off does not take precedence over "Kelly" Day, vacation or holiday time.

ARTICLE XIV - THREE MEMBERS OFF AT A TIME

It is agreed three (3) members may be allowed off per shift at one time at the discretion of the Fire Chief. Approval shall not be withheld unless the third person off will interfere with advanced announced training. The time off for the third member may be cancelled due to inadequate staffing.

ARTICLE XV - TRADE OF TIMES

Employees shall have the right to exchange of shifts (trade of times), when the change does not interfere with the operation of the Fire Division. Trade of times are to be signed by personnel trading shifts and approved by the Shift Officer. It will be the responsibility of the person trading time to make up any training missed and verify same to his Shift Officer. Time trade forms are to be turned in to the Chief. The Shift Officers will determine assignments of persons trading. All trades must be completed within one (1) year, unless otherwise approved by the Chief. Time trades will not be permitted which will require members to be on duty in excess of forty-eight (48) continuous hours. In the event that FLSA rulings requires overtime to be paid for trades not completed within the same work cycle, all trades shall then be required to be completed within the same work cycle.

If time trades are not completed before employee's separation with the City, it will be the trader's responsibility to cover the time.

In the event a trade of time results in calling in sick of the employee who is to work that shift, that employee's sick leave shall be charged.

ARTICLE XVI - UNION BUSINESS

Members shall be permitted to establish a union compensatory time bank by transferring up to four (4) hours of their accumulated compensatory time annually into a general pool.

It is expressly agreed that time off shall be allowed for Union business from the general pool. This time off will also be permitted to be used by members during negotiations.

The City agrees to pay the cost for an employee to attend a retirement seminar if the employee is within five (5) years of retirement.

ARTICLE XVII - SICK LEAVE

Sick leave shall be granted to the members of the Division of Fire because of illness, non-compensatory bodily injury or disease, exposure to contagious disease or attendance upon members of the immediate family whose illness requires the care of such employee.

"Immediate family" shall mean the father, mother, sister, brother, wife, husband and children related either by blood or marriage to the employee.

Sick leave shall be earned at a rate of nine (9) tours of duty per year (216 hours per year, 18 hours per month) for members assigned to twenty-four (24) hour shifts, for all employees hired prior to 1/1/92.

For all employees hired after 1/1/92, sick leave shall be earned at a rate of 15 hours per month (180 hours per year) with a maximum accrual of 1200 hours of sick leave.

Annually all sick leave earned above the maximum 2880 or 1440 hours shall be converted at a rate of one (1) hour pay for each three (3) hours of unused accumulated sick leave. Members with a maximum accumulation of 1200 hours shall be converted at a rate of one (1) hour pay for each two and one-half (2 1/2) hours of unused accumulated sick leave. Payment shall be paid in November and shall include longevity.

In unusual and specific circumstances, the City Manager may grant additional sick leave with pay to those salaried or hourly employees who have one year or more of continuous employment with the City. In each case, the City Manager shall make a complete investigation and review and consult with the department head or division head on the employee's service and work record and the nature or seriousness of the sickness or physical disability. A report shall be made and filed together with a medical certificate. This extension of days absent may be made on any basis that the particular case warrants, in the opinion of the City Manager. Any monthly paid employee who does not return to work physically fit within the designated time provisions shall be removed from the payroll and marked "on leave of absence". If such employee reports to work physically fit within fifteen days following the date of the leave of absence, the employee shall be restored to his former rate of compensation. If any salaried employee does not report to work within this fifteen-day period, his service with the City shall be considered terminated. Further extension of sick leave for salaried or hourly employees may be granted as the Council directs.

Employees may be required, as a condition of returning to duty, to be examined by a physician designated and paid for by the City, to establish that he is physically able to perform his normal duties or that his return to duty will not jeopardize the health and safety of other employees.

Any employee who is to be absent on sick leave shall make notification to the Division at least one (1) hour before he is to report for duty of such absence and the reason for this absence, along with the probable length of the absence.

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

No continuous sick leave in excess of two (2) consecutive tours shall be paid for by the City without certificate of a licensed physician indicating that the employee was in fact ill or injured and is able to return to work.

Any employee who is being compensated on sick leave shall be required to be either at his place of residence, at the place the member was taken ill, at a hospital, at a doctors office or in transport to or from any of these locations or obtaining a prescription for the illness. Any time the employee is not at their residence they must notify the proper designee of the City where they will be and when they return. The Department Head shall have the authority to grant specific exceptions to this restriction for just cause.

ARTICLE XVII(A) - VOLUNTARY SICK TIME EMERGENCY BANK

Pursuant to the following conditions, employees shall be entitled to voluntarily contribute earned, but unused, accumulated paid sick leave for the use by another bargaining unit employee who has filed a "Emergency Request for Voluntary Sick Leave Contributions" form. Employees requesting the contribution must exhaust his/her own sick leave, vacation and personal leave, prior to using any time in the emergency bank. The requesting employee must have a verifiable serious illness or injury as defined by the City of Bedford.

(A) Any bargaining unit employee may contribute up to a maximum of forty eight (48) hours of his/her earned, but unused, accumulated paid sick leave to the requesting bargaining unit employee, but must retain at least one hundred fifty six (156) hours after any contribution. Any employee so contributing his/her earned, but unused, accumulated paid sick leave shall have such contributed time deducted from his/her accumulated balance.

(B) Any agreement to contribute time must be in writing and signed by the contributing employee and his/her union representative and is subject to final approval by the City. A copy of the agreement shall be placed in the employees file. Any time pledged is to be considered donated if the employee requesting the donation does not return to active duty.

(C) The requesting employee may not use more than 1248 hours from the sick time emergency bank.

(D) Any emergency contributions not used by the requesting employee shall be equally split and returned to all employees who voluntarily contributed to the requesting employees emergency bank.

ARTICLE XVIII - INJURY LEAVE

An employee who is disabled as a result of the performance of duties as a full-time employee of the City, if such disability prevents them from performing duties as such municipal employee, shall be paid their monthly salary during the continuance of such disability, but for a period not to exceed 180 calendar days from the date that such disability was incurred, less however, any sums paid as benefits to such disabled municipal employee by any pension fund established by the City and the Workmen's Compensation Fund of the State, subject, however, to the following conditions and provisions:

a. A certificate of the attending physician or surgeon certifying to the disability and the cause thereof shall be filed with the City Manager, ex officio the Director of Public Safety, before the last day of each month in which such disability occurred or continues, or more often if requested to do so by the City Manager. The City Manager, ex officio the Director of Public Safety, shall have the right to designate a physician and/or surgeon at any time to examine the applicant at any time during such disability and shall have access to and copies of all medical, hospital and x-ray reports connected therewith furnished upon request.

b. In the event a disagreement as to the nature of such disability arises between the attending physician and the examining physician for the City, such two physicians shall, upon written request of either party, name a third physician and/or surgeon who shall, within ten (10) days thereafter, make an examination and report his/her findings and opinion to the City Manager and the claimant, and whose report shall be final. Each party shall pay one-half of such examination expense.

c. Should the attending physician and the examining physician of the City be unable to agree upon a third physician, then The President of the Academy of Medicine of the City of Cleveland shall be requested to name such third physician, whose opinion shall be acted upon and whose services shall be paid for as set forth in the foregoing subsection.

d. As a condition precedent to receiving the benefits provided for in this section, the employee shall assign to the City that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the City pursuant to this section.

ARTICLE XIX - LIGHT DUTY

Any employee wishing to be assigned light duty shall first submit a request to the Chief with corroboration from the individuals physician as to why and how long the individual will be on light duty. For an employee of light duty to return to full duty status, the employee must submit written proof from a physician stating the above.

Any employee assigned a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to their normally assigned position. The assignment must be approved and defined by the Chief and return to full duty work can be mandated by a physician selected by the City.

Assignment to light duty will be made by the Chief and shall take into account the nature of illness or injury and the amount of work which can be performed during the period of light duty. Assignment of light duty shall not be automatic, but shall be at the discretion of the Chief, which discretion shall not be arbitrarily withheld. Hours of work and associated benefits such as vacation and sick leave will be determined on a case by case basis between the applicant and the Chief.

It is agreed between the parties hereto that light duty shall not be used to extend sick leave for an employee who, because of injury or illness will be unable to reassume the full-time duties of a Firefighter to a reasonable medical certainty.

ARTICLE XX - OTHER LEAVES

FUNERAL LEAVE: In the event of the funeral of someone in the immediate family, the member of the Division of Fire shall be entitled to one (1) tour of duty off, without loss of pay, in the event the death occurs within a three hundred (300) mile radius of the City of Bedford. In the event it is further than three hundred (300) miles from the City of Bedford, the member shall be entitled to two (2) tours of duty off without loss of pay. This section is contingent upon proof that the person dying is in the member's family and that the funeral is, in fact, attended. The immediate family shall be limited to spouse, child or parent, including foster parent, custodial parent, stepmother, stepfather, aunt, uncle, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other blood relative living under the same roof as the employee.

In addition, necessary time off for travel purposes shall be granted upon request of the employee when, in the Fire Chief's judgment, such additional time is warranted.

SPECIAL LEAVE: In addition to leaves authorized above, a department head may authorize an employee to be absent, without pay, for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

The City Manager may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at college, university or business school, for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, service on a jury and attending court as a witness, and for purposes other than the above that are deemed beneficial to the City service.

Council, upon the recommendation of the City Manager, may grant leaves of absence, without pay, in excess of the limitations above for the purposes of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City service.

ABSENCE WITHOUT LEAVE: An employee who intends to be absent from duty without pay shall report the reason therefore to his supervisor prior to the date of absence, when possible, and in no case later than noon on the first day of absence. All unauthorized and unreported absences shall be considered absence without leave, and deduction of pay shall be automatically made for the period of absence. Such unauthorized absence may be made the ground for disciplinary action.

MILITARY LEAVE: For the purpose of this Article absences from the City service because of service in the military forces shall be deemed to have been in the service of the City. Any employee whose service for the City would otherwise be continuous but for absences due to military service shall be deemed to have been in the continuous service of the City.

Any regular full-time employee required to serve in the armed forces of the United States or State Militia for periods not to exceed thirty (30) days annually shall be reimbursed by the City for the difference between the regular City compensation and such compensation as the employee may receive for such military service. To receive such reimbursement, the employee shall be required to produce such military service pay records as may be deemed necessary by the Director of Finance.

ARTICLE XXI - CLOTHING AND TURNOUT GEAR

The City of Bedford shall provide all uniforms, turnout gear and equipment to all members of the Division of Fire. The City shall in that capacity have the authority to determine the number of uniforms and amount and type of equipment required to be maintained by each member of the Division of Fire.

Each shift member shall receive the sum of $1,175 per year for clothing and clothing maintenance. One-half shall be paid with the first pay in January and one-half with the first pay in July. Any dispute which arises under this section shall be referred to the Labor Management Committee for their evaluation prior to filing of any grievance.

ARTICLE XXII - PENSION DEFERRAL

The City and the Union agree that the pension payment presently made by each member of the Bargaining Unit shall be tax deferred for the purpose of Federal Income Taxes.

ARTICLE XXIII - HEALTH INSURANCE AND LIFE INSURANCE

HEALTH INSURANCE: **Effective January 1, 2011, the employer will continue to provide and maintain insurance for hospitalization, medical, prescriptions, dental, eye care, in accordance with attached Exhibit A. In 2011, bargaining members shall be required to either choose SuperMed Plus or HMO Health Ohio. Effective January 1, 2012, the employer will continue to provide and maintain insurance for hospitalization, medical, prescriptions, dental, eye care, in accordance with attached Exhibit B. Effective January 1, 2012, HMO Health Ohio shall no longer be a health insurance option for the employee as Medical Mutual is discontinuing this program. Effective January 1, 2013, the City shall be a member of SuperMed Plus or a company providing equivalent benefits as stated in Exhibit C and the employer will continue to provide and maintain insurance for hospitalization, medical, prescriptions, dental, eye care, in accordance with attached Exhibit C.**

Effective January 1, 2013, the employer shall create a Section 125 plan which will permit the employee to make health care contributions on a pre-tax basis. Effective January 1, 2013, the employee monthly health care contribution shall be as follows: Single Plan/$52.00, Family Plan/$130.00.

Health insurance may become negotiable with a thirty (30) day written notice by the City to the Association.

LIFE INSURANCE: The City shall pay the premium on a group term life insurance policy for each full-time member of this Association for accidental death and dismemberment (twenty-four hours). Coverage is $25,000.00 for all members of the Association. Insurance coverage shall commence the first of the month following sixty days of full-time employment.

ARTICLE XXIV - PHYSICALS AND DRUG TESTING

Section 1 - Policy: The Fire Department recognizes illegal drug usage and alcohol usage or influence while on duty as a threat to the public welfare and employees of the Department. Thus, the Fire Department will take the necessary steps, including drug and alcohol testing, to eliminate illegal drug and alcohol abuse. It is the goal of this policy to prevent and rehabilitate rather than terminate the employment of workers who are abusing drugs and alcohol. No member of the Fire Department shall be discharged for illegal drug and alcohol use without first either having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.

Section 2 - Informing Employees About Drug Testing: All employees will be fully informed of the Fire Department's drug and alcohol testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer shall inform the employees

of how the tests are conducted, how well the tests perform, when the tests will be conducted, what the tests can determine, and the consequences of testing positive for drug and alcohol abuse. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to him.

Section 3 - Employee Testing: No employee will be tested for drug or alcohol abuse unless there exists probable cause to believe that the Firefighter to be tested is under the influence of illegal drugs or alcohol. Random or mass testing is prohibited. No such testing may be conducted without the written approval of the officer in charge of the unit. The officer in charge must document in writing who is tested and why the testing was ordered. Failure to follow any of these procedures shall result in elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.

Section 4 - Urine Collection: Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biologic testing of the samples shall be conducted to prevent the submission of fraudulent tests. In testing which could result in employee discipline, if the test result is positive a split sample shall be reserved for independent analysis. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.

Section 5 - Testing Procedures: All samples shall be tested for Chemical Adulteration, Narcotics, PCP, Cocaine, Amphetamines, and Sedatives. The testing shall be done by a physician and/or laboratory selected by the employee being tested and the following standards shall be used:

Drug Testing Standards

Drug	Screening Test	Confirmation
Amphetamines	300 ng/ml Amphetamine	500 ng/ml GC-MS
Barbiturates	200 ng/ml Barbiturate	500 ng/ml GC-MS
Benzodiazepine	300 ng/ml Oxzaepam	500 ng/ml GC-MS
Cocaine	300 ng/ml Metabolite	500 ng/ml GC-MS
Narcotics	100 ng/ml Morphine	500 ng/ml GC-MS
PCP	25 ng/ml PCP	100 ng/ml GC-MS

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All samples which test positive on a screening test shall be confirmed by gas chromatography-mass spectrophotometry, and no records of unconfirmed positive tests shall be released or retained by the laboratory.

Testing shall be conducted in a manner to ensure than an employee's legal drug use does not effect the test results. All results shall be evaluated by a suitable trained occupational physician or occupational nurse prior to being reported.
Test results shall be treated with the same confidentiality as other employee medical records. The test results shall not be reported outside the Fire Department.

Section 5A - Alcohol Testing: In accordance with Section 3 hereof, any employee against whom a determination has been made that the employee is under the influence of alcohol shall be required to submit to a breath test within one (1) hour of the said determination and request for a breath test. The failure of the employee to submit to the test within the required time shall be grounds for disciplinary action or termination.

For the purposes of this section, any employee found with a blood alcohol content of at least four-hundredths of one gram by weight of alcohol per two hundred ten liters of his breath shall be considered to be under the influence of alcohol while on the job.

In the event the employee's breath test exceeds the above set out limitations, and in the event the employee has not had a similar test result in the previous two (2) year period said employee shall be referred by the City of Bedford to the Impact-Employee Assistance Program for an alcohol abuse assessment. The employee is required to cooperate fully in the assessment and in the recommended treatment, and to successfully complete any and all recommended recovery steps.

Failure to comply fully or to successfully complete the after care shall be grounds for disciplinary action or termination.

Section 6 - Chemical Dependency Program: Each person whose urine tests positive for illicit drugs shall be medically evaluated, counseled and treated for rehabilitation, if required. In addition, at any time an employee may voluntarily enter the chemical dependence program without fear of disciplinary actions against him. This program is designated to provide care and treatment to employees who are in need of rehabilitation. Details concerning treatment any employee receives at this program shall remain confidential and shall not be released to the public. The Fire Department shall provide the cost of treatment.

No employee shall be relieved or transferred to other than their usual duties on the basis of one test result although the employee may be re-evaluated for their duty assignment. When undergoing treatment and evaluation, employees shall receive the usual compensation and fringe benefits provided at their assigned position.

Section 7 - Right of Appeal: Each employee has the right to challenge the results of drug testing in the same manner that he may grieve any managerial action.

Section 8 - Duty Assignment After Treatment: Once the employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances. If follow-up care is completed, at the end of two years the records of treatment and positive drug test results shall be retired to a closed medical report. The employee shall be given a fresh start with a clean administrative record.

Section 9 - Right of Union Participation: At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

Section 10 - Physical Examinations: Each member shall be required to have an annual age appropriate physical examination by a physician of their choice, through the City medical insurance coverage. Any unpaid charges will be paid by the City. The results shall be made available to the City in regard to the ability of the member to perform all job functions.

Should a life threatening or disabling condition be found during the medical testing, the employee may apply for retirement or other measures necessary to recover.

Section 11 - Union Held Harmless: This testing program is solely initiated at the behest of the Employer. The City of Bedford shall be solely liable for any legal obligations arising out of the provisions and/or application of this collective bargaining agreement relating to testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the testing program.

Section 12 - Conflict with Other Laws: This Article is in no way intended to supersede or waive an employee's federal or state constitutional rights.

ARTICLE XXV - COURT APPEARANCES AND JURY DUTY

COURT APPEARANCES: Members of the Division of Fire required to appear in court on behalf of the City while off duty shall be compensated at a rate of one and one-half (1-1/2) times their regular hourly pay. Any reimbursement which they receive shall be turned into the Finance Director, less parking with receipt.

JURY DUTY: Members of the Division of Fire required to serve on jury duty while on duty shall be permitted to attend and be compensated at their regular hourly rate while on jury duty. Members shall be given adequate time to report for said duty as determined by the Fire Chief. Any court reimbursement which the employee receives for his regular duty day shall be turned over to the Finance Director.

ARTICLE XXVI - LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree that certain subjects are not appropriate subjects for formal negotiations, but may need to be discussed for reasons of morale and efficiency. Accordingly, there is hereby established a Labor-Management Committee to address these subjects.

The Fire Chief, Assistant Chief, one member of the bargaining unit and a Union officer shall serve on this committee. Meetings shall be held on a quarterly basis at a mutually convenient time. Such meetings shall be held in executive session with all committee members present. Individual quarterly meetings may be cancelled if mutually agreed upon.

ARTICLE XXVII - GRIEVANCE PROCEDURE

The Association and the City shall make all efforts to resolve all grievances. In an effort to amicably and satisfactorily resolve grievances, the following grievance procedure is adopted.

Any dispute regarding the interpretation or application of this Agreement or any other dispute between the City and the employees of the Division of Fire and/or the Association shall be deemed a "grievance" and may be processed under this grievance procedure.

Step 1. Either an aggrieved employee or employees or the Grievance Committee of the Association (Committee) shall file a written statement of the grievance with the Chief of the Division of Fire within five (5) working days, non-weekend, non-holiday, of the occurrence of the facts giving rise to the grievance or within five (5) days of the discovery of such facts. The Chief may meet with the Committee and other representatives of the Association with or without the aggrieved employee or employees being present within five (5) working days of the filing of the grievance. The Chief shall issue a written answer to the grievance within five (5) working days of the meeting.

Step 2. In the event the Committee is dissatisfied with the answer issued by the Chief, or if no answer is timely forthcoming, the Committee may, if it desires, appeal the grievance to the City Manager within five (5) business days. In the event of such an appeal, the City Manager shall meet with the Committee and other representatives of the Association with or without the aggrieved employee or employees within five (5) business days of the appeal and shall give a written answer to the grievance within five (5) business days of the meeting.

Step 3. In the event that the Committee is dissatisfied with the answer of the City Manager or if no answer is timely forthcoming, the Committee may within ten (10)

business days submit the grievance to arbitration. Said arbitration procedure shall be as follows: The Committee shall appoint one (1) member, the City shall appoint one (1) member, and those two (2) members shall appoint a third member. All costs shall be borne equally by the City and Committee. In the event that either the Committee or the City is dissatisfied with the outcome, within ten (10) business days, either party may submit the grievance to arbitration under the Voluntary Recognition Arbitration rules of the American Arbitration Association. In such event, the costs of the arbitrator and the American Arbitration Association will be paid by the appealing party. Either shall pay for transcripts of the arbitration hearing if it desires one be made, unless it is otherwise agreed.

The decision of the arbitrator must not be in conflict with the Constitutions of the United States of America and the State of Ohio and the Charter of the City of Bedford. The decision of the arbitrator shall be final and binding upon the City, the Association and the aggrieved employee or employees.

The grievance may be withdrawn, with prejudice, by the Association during any step of the procedure. If the grievance is not applied to the next higher step of the procedure, it will be deemed to be settled on the basis of the City's last answer.

The time periods set out herein may be extended by the mutual agreement of the parties hereto.

ARTICLE XXVIII - CHECK-OFF

The City agrees that it will continue to check-off Association dues and fees by payroll deduction. Such payroll deduction shall be made upon presentation to the City of a signed authorization of the employee. Such amounts deducted will be forwarded promptly to the Treasurer of the Association.

ARTICLE XXIX - SENIORITY LIST

The City of Bedford further agrees to provide Division of Fire with a seniority list based on years of departmental service.

Personnel Reduction:

A. **In the case of personnel reduction, layoffs, the employee with the least amount of departmental seniority, regardless of classification or position, shall be laid off first.**

   1. **Seniority for purposes of these procedures shall be determined by the uninterrupted length of continuous employment with the Bedford Fire Department, commencing with the employee's most recent date of**

employment with the Bedford Fire Department, regardless of classification or position.

2. **Continuous service and seniority shall be broken when an employee:**

   a. **Quits or resigns;**
   b. **Is discharged;**
   c. **Is laid off more than three years;**
   d. **Retirement, disability retirement**

ARTICLE XXX

INTENTIONALLY OMITTED.

ARTICLE XXXI - SAVINGS CLAUSE

In the event any one or more provisions of this Agreement is 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 remaining parts of this Agreement shall remain in full force and effect. In such event, the City and the Association will, at the request of either party hereto, promptly enter into negotiations relative to the particular provision deemed invalid or unenforceable.

ARTICLE XXXII - CONFORMITY TO LAW

It is agreed that the provisions of Section 4117, O.R.C., in effect upon execution of this contract, shall govern the conduct of all future negotiations, dispute resolution, settlement or approval between the Employer and Local 1683.

ARTICLE XXXIII - DURATION

This Agreement shall be in full force and effect from January 1, 2011, through December 31, 2013.

Upon written notice by either party to the other given on or before November 1, 2013, negotiations for a new Agreement commencing January 1, 2014, shall begin. Such negotiations shall begin within one (1) week after November 1, 2013. If no notice is given then by either party, this Agreement as in effect on December 31, 2013, will continue in effect for succeeding calendar years, except that either party may on or before November 1st of each such succeeding year given written notice to negotiate a new Agreement to commence the following January 1st.

ARTICLE XXXIV - EXECUTION

Wherefore, the City and the Association, having set forth their Agreement herein, do, by their authorized representatives, set their hands to this agreement this 3rd day of April, 2012.

FOR THE CITY OF BEDFORD

FOR THE BEDFORD FIREFIGHTERS, LOCAL 1683, AFL-CIO, CLC

Appendix 1

BEDFORD FIRE

2011 (1% + 1%)

RANK	START	6 MOS.	1ST YR.	18 MOS.	2ND YR.	30 MOS.	3RD YR.
Fire/Medic	$49,072	$51,712	$54,352	$56,992	$59,633	$62,274	$64,915
Hourly Rate	$19.660	$20.718	$21.776	$22.833	$23.891	$24.950	$26.008
Lieutenant	$71,406						
Hourly Rate	$28.608						

2012 (2.5%)

RANK	START	6 MOS.	1ST YR.	18 MOS.	2ND YR.	30 MOS.	3RD YR.
Fire/Medic	$50,299	$53,005	$55,711	$58,417	$61,124	$63,831	$66,538
Hourly Rate	$20.152	$21.236	$22.320	$23.404	$24.489	$25.573	$26.658
Lieutenant	$73,191						
Hourly Rate	$29.323						

2013 (3.25%)

RANK	START	6 MOS.	1ST YR.	18 MOS.	2ND YR.	30 MOS.	3RD YR.
Fire/Medic	$51,933	$54,727	$57,521	$60,315	$63,110	$65,905	$68,704
Hourly Rate	$20.807	$21.926	$23.045	$24.165	$25.285	$26.404	$27.526
Lieutenant	$75,572						
Hourly Rate	$30.277						

CITY OF BEDFORD
SuperMed Plus
Proposed

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	19 Dependent / 25 Student Removal upon Birthdate	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 3–3–12	
Blood Pint Deductible	0 pints	
Lifetime Maximum	$2,500,000	
Benefit Period Deductible – Single/Family[1]	None	$200 / $400
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$400 / $800	$1,000 / $2,000
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$20 copay, then 100%	60% after deductible
Urgent Care Office Visit[2]	$20 copay, then 100%	60% after deductible
Voluntary Second Surgical Opinion	80%	60% after deductible
All Immunizations for Adults (over age nine)	80%	60% after deductible
Preventative Services		
Office Visit/Routine Physical Exam ($150 maximum per benefit period)[2]	$20 copay, then 100%	60% after deductible
Well Child Care Services including Laboratory Test, Exam and Immunizations (To age nine,)[2]	$20 copay, then 100%	60% after deductible
Routine Mammogram (One, limited to an $85 maximum per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine Prostate Specific Antigen (PSA)	100%	60% after deductible
Routine Colonoscopy	100%	60% after deductible
Routine Labs, Radiology and Medical Testing ($150 maximum per benefit period)	100%	60% after deductible
Outpatient Services		
Surgical Services	80%	60% after deductible
Diagnostic Services	80%	60% after deductible
Physical/Occupational Therapy - Facility and Professional (40 visits per benefit period)	80%	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	80%	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	80%	60% after deductible
Cardiac Rehabilitation	80%	60% after deductible
Emergency use of an Emergency Room[3]	$25 copay, then 80%	
Non-Emergency use of an Emergency Room[4]	$25 copay, then 80%	$25 copay, then 60%

Exhibit A

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	80%	60% after deductible
Maternity	80%	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80%	60% after deductible
Additional Services		
Allergy Testing and Treatments	80%	60% after deductible
Ambulance	80%	60% after deductible
Durable Medical Equipment	80%	60% after deductible
Home Healthcare	80%	60% after deductible
Hospice	80%	60% after deductible
Organ Transplants	80%	60% after deductible
Private Duty Nursing	80%	60% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	80%	60% after deductible
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	$20 copay, then 100%	60% 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 only 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.

[1]Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
[2]The office visit copay applies to the cost of the office visit only.
[3]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

MEDICAL MUTUAL

CITY OF BEDFORD
HMO Health Ohio
Effective 1-1-2009

HMO Health Ohio

Benefits	Network
Benefit Period	January 1st through December 31st
Dependent Age Limit	19 Dependent / 25 Student Removal upon Birthdate
Lifetime Maximum	$2,500,000
Benefit Period Deductible – Single/Family	None
Coinsurance	100%
Coinsurance Out-of-Pocket Maximum	None
Physician/Office Services	
Office Visit (Illness/Injury) [1]	$20 copay, then 100%
Urgent Care Office Visit[1]	$20 copay, then 100%
Voluntary Second Surgical Opinion	100%
All Immunizations for Adults over age nine	100%
Preventative Services	
Office Visit/Routine Physical Exam ($150 maximum per benefit period)[1]	$20 copay, then 100%
Well Child Care Services including Laboratory Test, Exam and Immunizations (To age nine)[1]	$20 copay, then 100%
Routine Mammogram (One per benefit period)	100%
Routine Pap Test (One per benefit period)	100%
Routine Prostate Specific Antigen (PSA)	100%
Routine Colonoscopy	100%
Routine Labs, Radiology and Medical Testing ($150 maximum per benefit period)	100%
Outpatient Services	
Surgical Services	100%
Diagnostic Services	100%
Physical/Occupational Therapy - Facility and Professional (40 visits per benefit period)	100%
Chiropractic Therapy – Professional Only (12 visits per benefit period)	100%
Speech Therapy – Facility and Professional (20 visits per benefit period)	100%
Cardiac Rehabilitation	100%
Emergency use of an Emergency Room[2]	$25 copay, then 100%
Non-Emergency use of an Emergency Room[3]	$25 copay, then 100%

Benefits	Network
Inpatient Facility	
Semi-Private Room and Board	100%
Maternity	100%
Skilled Nursing Facility (100 days per benefit period)	100%
Additional Services	
Allergy Testing and Treatments	100%
Ambulance	100%
Durable Medical Equipment	100%
Home Healthcare	100%
Hospice	100%
Organ Transplants	100%
Private Duty Nursing	100%
Mental Health and Substance Abuse	
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	100%
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	$20 copay, then 100%

Note: 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.

[1]The office visit copay applies to the cost of the office visit only.
[2]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
[3]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

MEDICAL MUTUAL

CITY OF BEDFORD
Prescription Drug Program[1]
Proposed

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	19 Dependent / 25 Student Removal upon Birthdate	
Formulary Retail Program with Oral Contraceptive Coverage		
Generic Copayment	$10	30
Formulary Copayment	$20	30
Non-Formulary Copayment	$30	30
Formulary Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	$20	90
Formulary Copayment	$40	90
Non-Formulary Copayment	$60	90

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

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

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

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

CITY OF BEDFORD
SuperMed Plus
Proposed

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	19 Dependent / 25 Student Removal upon Birthdate	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 3–3–12	
Blood Pint Deductible	0 pints	
Lifetime Maximum	$2,500,000	
Benefit Period Deductible – Single/Family[1]	None	$200 / $400
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$400 / $800	$1,000 / $2,000
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$20 copay, then 100%	60% after deductible
Urgent Care Office Visit[2]	$20 copay, then 100%	60% after deductible
Voluntary Second Surgical Opinion	80%	60% after deductible
All Immunizations for Adults (over age nine)	80%	60% after deductible
Preventative Services		
Office Visit/Routine Physical Exam ($150 maximum per benefit period)[2]	$20 copay, then 100%	60% after deductible
Well Child Care Services including Laboratory Test, Exam and Immunizations (To age nine,)[2]	$20 copay, then 100%	60% after deductible
Routine Mammogram (One, limited to an $85 maximum per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine Prostate Specific Antigen (PSA)	100%	60% after deductible
Routine Colonoscopy	100%	60% after deductible
Routine Labs, Radiology and Medical Testing ($150 maximum per benefit period)	100%	60% after deductible
Outpatient Services		
Surgical Services	80%	60% after deductible
Diagnostic Services	80%	60% after deductible
Physical/Occupational Therapy - Facility and Professional (40 visits per benefit period)	80%	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	80%	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	80%	60% after deductible
Cardiac Rehabilitation	80%	60% after deductible
Emergency use of an Emergency Room[3]	$25 copay, then 80%	
Non-Emergency use of an Emergency Room[4]	$25 copay, then 80%	$25 copay, then 60%

Exhibit B

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	80%	60% after deductible
Maternity	80%	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80%	60% after deductible
Additional Services		
Allergy Testing and Treatments	80%	60% after deductible
Ambulance	80%	60% after deductible
Durable Medical Equipment	80%	60% after deductible
Home Healthcare	80%	60% after deductible
Hospice	80%	60% after deductible
Organ Transplants	80%	60% after deductible
Private Duty Nursing	80%	60% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	80%	60% after deductible
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	$20 copay, then 100%	60% 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 only 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.

[1]Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
[2]The office visit copay applies to the cost of the office visit only.
[3]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

CITY OF BEDFORD
Prescription Drug Program[1]
Effective 1-1-12

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit Over Aged Child	26 28 Removal upon Birthdate	
Formulary Retail Program with Oral Contraceptive Coverage		
Generic Copayment	$10	30
Formulary Copayment	$30	30
Non-Formulary Copayment	$50	30
Formulary Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	$20	90
Formulary Copayment	$60	90
Non-Formulary Copayment	$100	90

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

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

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

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

Exhibit B

CITY OF BEDFORD
SuperMed Plus
(Non Grandfathered)
Effective 1-1-13

Proposed Benefits/Not Necessarily Compliant with HCR

Do Not Distribute to Employees

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit Over Aged Child	26 28 Removal upon Birthdate	
Pre-Existing Condition Waiting Period (Does not apply to under the age of 19)	Initial Group Waived, All Others 3–3–12	
Blood Pint Deductible	0 pints	
Annual Benefit Period Maximum	$2,500,000	
Benefit Period Deductible – Single/Family[1]	None	$200 / $400
Coinsurance	100%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	$1,000 / $2,000
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$20 copay, then 100%	60% after deductible
Urgent Care Office Visit[2]	$20 copay, then 100%	60% after deductible
All Immunizations for Adults (Ages nine and over)	100%	60% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law[3,4]	100%	60% after deductible
Office Visit/Routine Physical Exam - Ages nine and over (One per benefit period)	100%	60% after deductible
Routine Lab, X-ray and Medical Tests - Ages nine and over	100%	60% after deductible
Well Child Care Services including Laboratory Test, Exam and Immunizations (To age nine)	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine Prostate Specific Antigen (PSA)	100%	60% after deductible
Routine Colonoscopy	100%	60% after deductible
Outpatient Services		
Surgical Services	100%	60% after deductible
Diagnostic Services	100%	60% after deductible
Physical/Occupational Therapy - Facility and Professional (40 visits per benefit period)	100%	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	100%	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	100%	60% after deductible
Cardiac Rehabilitation	100%	60% after deductible
Emergency use of an Emergency Room[5]	$25 copay, then 100%	
Non-Emergency use of an Emergency Room[6]	$25 copay, then 100%	$25 copay, then 60%

Exhibit C

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100%	60% after deductible
Maternity	100%	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	100%	60% after deductible
Additional Services		
Allergy Testing and Treatments	100%	60% after deductible
Ambulance	100%	60% after deductible
Durable Medical Equipment	100%	60% after deductible
Home Healthcare	100%	60% after deductible
Hospice	100%	60% after deductible
Organ Transplants	100%	60% after deductible
Private Duty Nursing	100%	60% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

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

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

[1]Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
[2]The office visit copay applies to the cost of the office visit only.
[3]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
[4]Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
[5]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
[6]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

CITY OF BEDFORD
Prescription Drug Program[1]
Effective 1-1-12

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit Over Aged Child	26 28 Removal upon Birthdate	
Formulary Retail Program with Oral Contraceptive Coverage		
Generic Copayment	$10	30
Formulary Copayment	$30	30
Non-Formulary Copayment	$50	30
Formulary Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	$20	90
Formulary Copayment	$60	90
Non-Formulary Copayment	$100	90

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

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

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

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

CITY OF BEDFORD, OHIO

ORDINANCE NO. 8952-12

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE CITY OF BEDFORD FIREFIGHTERS, ADOPTING THE TERMS OF THE ATTACHED CONTRACT AND ORDERING THEM INTO EFFECT AND DECLARING AN EMERGENCY

WHEREAS, the City of Bedford has completed negotiations with the City of Bedford Fire Department, and

WHEREAS, Council wants to enact the provisions of the agreement as soon as possible.

NOW, THEREFORE,

BE IT ORDAINED by the Council of the City of Bedford, County of Cuyahoga and State of Ohio:

Section 1. The City Manager is authorized to enter into the contract attached hereto and expressly incorporated herein, or substantially similar contract.

Section 2. The terms and conditions are hereby ordered into effect as of the first of January 2011 for non-economic items and as of the first full pay period in January 2011 for the economic issue contained therein, and the Director of Finance is hereby authorized to make payments in accordance therewith.

Section 3. This ordinance is hereby declared to be an emergency measure immediately necessary for the public peace, health, safety and welfare and for the further reason that it is necessary to adopt this and put it into effect at the earliest time.

WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Mayor - President of Council

Clerk of Council

PASSED: April 2, 2012