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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF INDEPENDENCE

and

THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, LOCAL 2375, AFL-CIO

EFFECTIVE: January 1, 2011
EXPIRES: December 31, 2012

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ARTICLE VI

NON-DISCRIMINATION

6.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, or disability.

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

ARTICLE VII

MANAGEMENT RIGHTS

7.01 Any and all rights concerned with the management of the Independence Fire Department are the exclusive and sole responsibility of the Employer. It is further recognized that the Employer has the right to:

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

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

(c) Maintain and improve the efficiency and effectiveness of governmental operations;

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

(e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

(f) Determine the adequacy of the work force;

(g) Determine the overall mission of the Employer as a unit of government;

(h) Effectively manage the work force;

(i) Take actions to carry out the mission of the Employer as a governmental unit.

ARTICLE VIII

AGENCY SHOP

8.01 All employees as defined in Article III of this Agreement, shall either (1) maintain their membership in the Union, (2) become members of the Union, or (3) be required to pay a fair share fee to the Union as a condition of continued employment in accordance with the terms of Revised Code Section 4117.09(C). In the event that a fair share fee is to be charged to an employee, the Employer shall deduct such fee in the manner set forth in Article IX of this Agreement.

ARTICLE IX

DUES DEDUCTION

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

(a) The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees who have submitted the authorization cards referred to in Section 1(a).

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

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

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

ARTICLE X

ASSOCIATION REPRESENTATION

10.01 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the

ARTICLE XIII

DISCIPLINE

13.01 Any disciplinary suspension, demotion or discharge taken against a non-probationary employee may be appealed in accordance with the Grievance Procedure in Article XIV of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

ARTICLE XIV

GRIEVANCE PROCEDURE

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

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

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

Step 2. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Mayor within five (5) calendar days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall meet with the grievant and/or a representative of the Union within twenty (20) days after receipt of the appeal. The Mayor or his designee shall issue a written decision to the employee and his Union representative within thirty (30) days from the date of the meeting. Written reprimands are not appealable beyond Step 2.

Step 3. In the event a grievance is unresolved after Step 2, then within ten (10) days after the rendering of the decision at Step 2, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt

to mutually agree upon an arbitrator selected from the panel of arbitrators listed herein. If such agreement is not reached, the parties will alternately strike names until an arbitrator is chosen.

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 that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

The arbitrator shall determine which party shall be responsible for the fees and expenses of the arbitrator, including cancellation fees, and the cost of the hearing room, if any. The arbitrator may require that each party be responsible for a portion of the foregoing fees and expenses. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the-other party.

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

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

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

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

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

14.06 The Union shall submit in writing the name of the employee to act as steward for the purpose of processing grievances as defined in the Grievance

Procedure. The Employer shall be notified in writing of changes of all Officers of the Local and stewards as they occur. These employees shall not be permitted to function as a steward until the Union has presented the Employer with written certification of that person's selection.

14.07 There is hereby created a permanent panel of arbitrators, who are: 1) Anna Duval Smith, 2) Harry Graham, 3) James Mancini, 4) Nels Nelson, 5) Dennis Byrnes.

ARTICLE XV LAYOFFS

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

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

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

15.04 A recall from layoff will be based upon departmental seniority (last off, first (1st) recalled).

ARTICLE XVI HOURS OF WORK

16.01 The normal work schedule for all employees covered by this Agreement will average 50.4 hours per week. The normal work schedule will consist of a ten (10) day work cycle with twenty-four (24) consecutive hours followed by forty-eight (48) consecutive off-duty hours.

16.02 Consistent with the provisions of Article VII (Management Rights) the City of Independence expressly reserves the right to maintain its continuing position that the determination of the work schedule of the Independence Fire Department is an inherent management right. Each regular employee shall be available for duty each day during the year.

ARTICLE XVII OVERTIME/RECALL

17.01 Overtime shall be defined as hours worked in excess of seventy-two (72) hours during a ten (10) day work period. All other hours paid, but not worked for any reason, except holidays and vacation days, shall be excluded in determining the total number of hours worked, namely seventy-two (72) hours during a ten (10) day work period.

17.02 Overtime pay for employees shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate as defined in Article XXXIV (Compensation Schedule), Section 1. For the purposes of overtime computation, longevity compensation shall be included in the base rate for such computation. All hours paid but not worked, except holidays and vacation days are excluded for determining the hours worked for overtime computation purposes. However, holidays and vacation days (up to a maximum of twenty-four (24) hours) taken during the employee's ten (10) day schedule consisting of seventy-two (72) hours shall also be excluded as hours worked for computing overtime.

17.03 Employees may elect to take compensatory time-off in lieu of overtime pay, at the rate of one and one-half (1 1/2) hours for each overtime hour worked, in accordance with the provisions of the Fair Labor Standards Act and Department of Labor Regulations and may accumulate and maintain up to a maximum of eighty (80) hours of accumulation during each year of the parties' collective bargaining agreement. If an employee desires to cash in compensatory time, the employee must notify the Chief in writing no later than December 1st of each year. Scheduling of compensatory time off shall be subject to the approval of the Chief or his designee.

17.04 An employee recalled to work shall be entitled to a minimum of two (2) hours.

ARTICLE XVIII **COURT TIME**

18.01 Whenever approved by the Chief, employees appearing in Court on behalf of the Employer during nonscheduled work time shall be paid a minimum of four (4) hours at straight time rates.

ARTICLE XIX **VACATIONS**

19.01 All employees shall be entitled to the following days vacation with pay, the following schedule of years of full-time service from employee's starting date:

- | | | | |
|-----|-------------------------|------|--|
| (a) | one (1) full year | (3) | 24 consecutive duty hours or equivalent time |
| (b) | two (2) full years | (5) | 24 consecutive duty hours or equivalent time |
| (c) | five (5) full years | (8) | 24 consecutive duty hours or equivalent time |
| (d) | ten (10) full years | (11) | 24 consecutive duty hours or equivalent time |
| (e) | fifteen (15) full years | (12) | 24 consecutive duty hours or equivalent |
| (f) | twenty (20) full years | (13) | 24 consecutive duty hours |

- (g) twenty-five (25) full years (14) or equivalent
24 consecutive duty hours
or equivalent

19.02 Days of vacation are not cumulative and only apply and should be taken during the employee's anniversary year in which they become due. Compensation for unused vacation days shall be paid only upon the approval of the Chief and only if submitted and approved by the council in accordance with the provisions set forth in Article XXI hereof, and when so approved unused vacation days shall be paid at the employee's regular hourly rate as defined in article XXXIV (Compensation Schedule), 34.01.

19.03 Vacation time shall be taken at a time approved of by the Chief, subject to the operating demands as determined by the Chief, keeping in mind that bargaining unit members are obligated to maintain his schedule unless specifically relieved. Replacements are paid on the basis of the person replaced.

19.04 An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

19.05 Any employee who quits, is terminated, laid off, dies, retires, or in any way separates his employment, is entitled only to the pro-rata share of vacation time earned in the calendar year when the separation from service occurs. Vacation time for each employee shall be determined on a monthly basis, i.e., 1/12 for each month completed after the anniversary date.

19.06 Employees hired on or after January 1, 1991 shall have only service time earned with the City of Independence considered in determining vacation eligibility.

ARTICLE XX HOLIDAYS

20.01 In lieu of holidays, employees covered by this Agreement shall be entitled to five (5) twenty-four (24) consecutive duty hours during the calendar year. For new hires, such duty hours shall be prorated during a calendar year based upon the employee's date of hire.

20.02 Holidays are not cumulative and only apply and should be taken during the year in which they become due. Compensation for unused holidays shall be paid upon approval by the Chief and only if submitted and approved by the Council in accordance with the provisions set forth in Article XXI hereof and, when so approved, unused holidays shall be paid at the employee's regular hourly rate as defined in Article XXXIV (Compensation Schedule), 34.01.

20.03 Holiday time shall be taken at a time approved by the Chief. Should a full-time employee be required to work New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, or Christmas, the employee will be compensated at one and one-half (1 1/2) times his normal rate of pay in addition to any other benefits.

ARTICLE XXI UNUSED VACATION DAYS AND HOLIDAYS

21.01 Compensation for unused vacation days or holidays, when authorized pursuant to Article XIX and XX, shall not exceed 48 hours per year. Such compensation shall be paid at the employee's regular hourly rate as defined in Article XXXIV (Compensation Schedule), 34.01 and shall be paid only after compliance with this Article. The Chief, who has approved compensation for unused vacation or unused holidays for employees under his jurisdiction, shall submit a list of said employees, and the number of hours of pay involved for each employee to the Finance Director by November 1 of each year. Said list shall be submitted by the Finance Director to the Council for final approval of the payment of compensation for unused vacation or unused holidays. Payment shall be made by the Finance Director only after Council has approved same.

ARTICLE XXII UNIFORM ALLOWANCE AND MAINTENANCE

22.01 Upon original appointment as a regular full-time member of the Fire Department the appointee shall be entitled to an initial uniform issue consisting of such items as set forth in Department rules and regulations, which shall be paid for by the Employer. If said appointee leaves the employ of the Employer within six (6) months, he is to reimburse the Employer for uniform money expended.

22.02 Each employee, except new hires during their first year of employment, shall be entitled to an annual uniform allowance of five hundred (\$500.00) dollars in May of each year by separate check.

22.03 Each employee shall be entitled to a one-time annual maintenance and cleaning allowance of five hundred (\$500.00) dollars to be paid in December by separate check. Newly hired employees shall have such payment prorated on a month to month basis.

22.04 The Employer shall furnish each regular, full-time firefighter with outer protective structural fire fighting clothing on a one-time basis only. If any of the above equipment, including the winter squad jacket, is damaged in the line of duty, an exchange may be permitted upon approval of the Fire Chief

22.05 The uniform allowance shall be used for the purchase of actual Independence Fire Department uniform items.

ARTICLE XXIII

SICK LEAVE

23.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family. Sick leave for paternity purposes shall not be used in excess of seventy-two (72) consecutive hours per birth. In cases of birth complications accompanied by a physician's note, sick time can continue to be used by the employee. Sick leave of more than five (5) separate occurrences in any calendar year is cause for a review.

23.02 All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours paid and may accumulate sick leave to an unlimited amount.

23.03 Employees shall, at the time of retirement from active full-time service with the Employer, and with ten or more years of continuous service with the Employer, be paid in cash for one-third (1/3) of the employee's accrued but unused sick leave, up to a maximum accrual of six hundred twelve (612) hours of pay and four hundred eighty (480) hours for employees working a forty (40) hour workweek. The dollar value of a sick day shall be based on the employee's hourly rate of pay at time of retirement. For this calculation paid vacation days and holidays are considered work days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the City of Independence only once to any employee during his lifetime. This section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein.

23.04 Before an absence may be charged against accumulated sick leave, the Chief may require proof of illness, injury or death or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than one (1) tour of duty, must supply a physician's report to be eligible for paid sick leave, if requested by the Chief.

23.05 If the employee fails to submit proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the request of medical examination, there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

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

23.07 When the use of sick leave is due to illness or injury in the immediate family, immediate family shall be defined to only include the employee's spouse, children and parents. When the use of sick leave is due to death in the immediate family, immediate family shall be defined to only include the employee's parents, spouse, child, brother, sister, parents-in-laws and grandparents.

23.08 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

23.09 An employee who transfers from his department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

23.10 The previously accumulated sick leave of a regular, full-time employee hired prior to January 1, 1989, who has been separated from public service with the State of Ohio or any other political subdivision of the State, shall be placed to his credit upon his re-employment with the Employer, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from his public service with the State or any of the State's political subdivisions.

SECTION XXIV DISABILITY LEAVE

24.01 An employee who is disabled or injured within the scope of his employment as a full-time employee of the Employer, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability or injury, but for a period not to exceed ninety (90) calendar days from the date that such service related disability or injury was incurred. The City may approve, in its sole discretion, additional disability leaves for periods of ninety (90) calendar days or less. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. Disability or injury is defined as a disability or injury resulting from either hazardous or non-hazardous duties or Fire Department sponsored training. The first (1st) seventy-two (72) hours of said service related disability or injury shall be charged to said employee's accumulated sick leave credit. If less than seventy-two (72) hours accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining time shall be charged to disability leave.

In no event will an employee receive more than his regular compensation while on disability leave.

24.02 A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month in which such disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability

leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the Employer at any time.

24.03 In the event an employee is dissatisfied with a determination of the Chief or his designee based on the Employer's medical examination, the employee may submit the question to the Grievance Procedure.

24.04 The Chief may assign transitional work to firefighters, at his discretion, who are injured on-duty or incurred an illness, assuming work is available. The assignment to transitional work shall occur only on that firefighter's regular shift for a maximum of ten (10) hours per shift. The assigned transitional work shall be within the parameters set forth by the employee's physician of record.

24.05 This Article will take precedence over the City's Transitional Work Policy, in the event of a conflict.

ARTICLE XXV LEAVE OF ABSENCE

25.01 Upon written request to the Mayor, an employee of the Employer may be granted a leave of absence, without pay, for sickness and disability not covered pursuant to Articles XXIII or XXIV above or other good cause, provided, however, that no leave of absence shall be granted for the purpose of permitting an employee to seek and/or accept other employment, and no employee who is on leave of absence shall accept gainful employment elsewhere. If this occurs, the employee's service may be terminated. Such leave of absence shall be subject to the written approval of the Mayor, and shall be for a period not exceeding six (6) months. Medical insurance coverage for employees on authorized unpaid leaves of absence may be continued upon payment of the monthly premium by the employee to the Finance Director on the first of each month, in advance. Life insurance coverage pursuant to Article XXVIII hereof will be continued for employees on leave of absence. An employee who is granted an unpaid leave of absence shall not accrue any benefits during his absence, including seniority.

ARTICLE XXVI FUNERAL LEAVE

26.01 When death occurs in an employees immediate family (i.e., parent, grandparent and parent-in-laws, brother, sister and spouse's grandparent), an employee, upon request, will be excused for up to one (1) twenty-four (24) hour consecutive period (or for such fewer time as the employee may be absent) on which he otherwise would have worked and provided he attends the funeral service or memorial service in lieu of the funeral service. If the death is a spouse or child, the employee will be excused for up to three (3) consecutive twenty-four (24) hour shifts. Such payment will be at the employee's normal rate. Payment under this provision will not be made if it duplicates payment received under any other provision.

If additional time is needed the employee, upon request and approval, may apply holidays, vacation days, or sick days in that sequence unless circumstances preclude such application at which time the employee and the Chief may agree to another method.

ARTICLE XXVII JURY DUTY LEAVE

27.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary as provided for in the Ohio Revised Code. The employee shall not be required to remit to the Employer any other compensation received from any other source for such jury service.

ARTICLE XXVIII LIFE INSURANCE

28.01 The Employer shall provide all employees with a life insurance policy with a face value of forty thousand (\$40,000.00) dollars and payment shall be made consistent with the terms and conditions of the policy. This benefit also includes an additional Accidental Death and Dismemberment (AD&D) payment of \$40,000.00 and an In the Line of Duty payment of \$40,000.00. Payment of this insurance is subject to the terms and conditions of the policy

ARTICLE XXIX HOSPITALIZATION INSURANCE

29.01 The Employer will provide on behalf of each full-time employee and his family if such employee is married, the medical, drug, dental and vision coverage as follows:

- A. Effective January 1, 2011, or as soon as practical thereafter, all employees shall have the coverage summarized and contained in Appendix A (HSA Plan) and Appendix B (Standard Plan). Except as provided in Section 29.03, the cost for such coverage under this paragraph shall be borne by the city.
- B. Effective January 1, 2011, or as soon as practical thereafter, if any employee elects the coverage summarized and contained in Appendix C (High Plan), the employee shall pay the difference in cost from the coverage summarized and contained in Appendix B (Standard Plan) and the amount contained in Section 29.03
- C. All employees shall have the dental coverage summarized and contained in Appendix D.

- D. All employees shall have the vision coverage summarized and contained in Appendix E.

29.02 A city-wide joint medical/hospitalization committee comprised of one (1) representative from each of the five (5) bargaining units, four (4) non-bargaining representatives from other city departments, and one (1) representative from Council shall be formed. The duties and other details related to the function of the committee shall be determined by the committee with the assistance of the Human Resources Director.

The goals of the joint medical/hospitalization committee are to promote cost containment and minimize contributions by employees.

Upon implementation, if the Committee is unsuccessful in accomplishing its goals, which includes Council approval, terms and conditions related to Article 29, Section 29.02 shall revert to the normal negotiations process with the respective bargaining units.

29.03 With the implementation of the new medical insurance plans, employee contributions shall be as follows:

<u>HSA PLAN</u>	\$31.25/month (single) \$72.50/month (family)
<u>STANDARD PLAN</u>	\$31.25/month (single) \$72.50/month (family)
<u>HIGH PLAN</u>	\$31.25/month plus the difference in the monthly premium between the High plan and the Standard plan (single) \$72.50/month plus the difference in the monthly premium between the High plan and the Standard plan (family)

Employee contributions/costs shall be paid through automatic payroll deductions.

ARTICLE XXX

SWIMMING POOL PASS

30.01 The Employer shall provide all employees with a family season swimming pool pass.

ARTICLE XXXI**SNOW PLOWING**

31.01 The Employer's past practice with respect to the snow plowing of employees' driveways shall continue for the duration of this Agreement for those employees who maintain their residence in the City of Independence.

ARTICLE XXXII**LONGEVITY COMPENSATION**

32.01 In addition to the amounts provided in Article XXXIV of this Agreement each employee shall receive the following sums as longevity compensation for the years of full-time service. Longevity increases shall be determined and granted in the first pay period of the month following the anniversary of the employee's employment anniversary date.

32.02 The longevity schedule set forth herein shall remain in effect for each regular full-time member of the Independence Fire Department who was employed on July 1, 1984. The employees covered by this language are those set forth in Article XXXII (LONGEVITY COMPENSATION) of the Agreement executed by the parties on February 12, 1985 and no others. The longevity schedule contained herein shall govern the longevity payments for such above mentioned employees, regardless of rank, until their death, retirement, resignation, discharge, other permanent separation from the Independence Fire Department.

Years	Annual Payment
6-7	\$375.00
8-9	\$750.00
10-11	\$1,125.00
12-13	\$1,500.00
14-15	\$1,875.00
16-17	\$2,250.00
18-19	\$2,625.00
20-21	\$3,000.00
22-23	\$3,375.00
24-25	\$3,750.00
26-27	\$4,125.00
28-29	\$4,500.00
30 & above	\$4,875.00

32.03 The following longevity schedule shall be effective January 1, 2001 for full-time regular employees hired on or after July 1, 1984:

Years	Annual Payment
5	\$500.00
6	\$625.00

7	\$750.00
8	\$875.00
9	\$1,000.00
10	\$1,125.00
11	\$1,250.00
12	\$1,375.00
13	\$1,500.00
14	\$1,625.00
15	\$1,750.00
16	\$1,875.00
17	\$2,000.00
18	\$2,125.00
19	\$2,250.00
20 & ABOVE	\$2,375.00

Longevity shall be paid each pay period.

ARTICLE XXXIII OIC PAY

33.01 Effective upon execution of this Agreement, when an employee is assigned by departmental management as the Officer-In-Charge (OIC), he shall receive an additional one dollar and seventy-five cents (\$1.75) per hour for hours assigned and worked as the OIC and approved by the Chief or his designee.

ARTICLE XXXIV COMPENSATION SCHEDULE

34.01 Effective January 1, 2011 and January 1, 2012, the following compensation schedules shall be effective for the members of the Independence Fire Department:

SCHEDULE I (For employees with paramedic certification)

	2011 (+ 0%)		2012 (+ 2%)	
	Hourly	Annual	Hourly	Annual
1 st Year	\$14.68	\$38,473	\$14.97	\$39,242
2 nd Year	\$16.31	\$42,745	\$16.64	\$43,600
3 rd Year	\$18.12	\$47,488	\$18.48	\$48,438
4 th Year	\$20.57	\$53,905	\$20.98	\$54,983
5 th Year	\$23.02	\$60,312	\$23.47	\$61,518
6 th Year	\$25.63	\$67,173	\$26.14	\$68,516

SCHEDULE II (For employees without paramedic certification)

	2011 (+ 0%)		2012 (+ 2%)	
	Hourly	Annual	Hourly	Annual
1 st Year	\$13.69	\$35,879	\$13.96	\$36,597
2 nd Year	\$15.21	\$39,862	\$15.51	\$40,659
3 rd Year	\$16.90	\$44,282	\$17.23	\$45,168
4 th Year	\$19.35	\$50,700	\$19.73	\$51,714
5 th Year	\$21.74	\$56,986	\$22.18	\$58,126
6 th Year	\$24.40	\$63,969	\$24.90	\$65,248

NOTE 1: New employees who become qualified as paramedics will receive the appropriate compensation in Schedule I effective the date the employee presents paramedic certification to the Chief or the date the employee is assigned paramedic duties, whichever is sooner.

NOTE 2: Consistent with Article VII (Management Rights), the City expressly reserves the right to hire employees at any step in the appropriate salary range as listed above.

NOTE 3: Employees currently in the 4-step progression shall be grandfathered in that 4-step progression.

34.02 Every fire fighter/Paramedic qualified as a paramedic shall be paid an additional one thousand dollars (\$1,000.00) per year, to be paid consistent with the employees' work schedule as part of the regular pay. As used in this section, qualified paramedic shall mean a Firefighter/Paramedic who has successfully completed a Paramedic course, certified by the State of Ohio, and who maintains a current paramedic certification under all laws of the State of Ohio, that govern said certifications, including any continuing education requirements. If a Firefighter/Paramedic performs duties as a "qualified paramedic" for only part of the year, or remains with the City of Independence Fire Department for only part of the year, the one thousand dollars (\$1,000.00) shall be paid pro-rata and consistent with the employees' work schedule. There shall be no lump sum payment for paramedic pay.

ARTICLE XXXV PARAMEDIC QUALIFICATION

35.01 All employees covered by this Agreement shall be required as a condition of employment to be a "Qualified Paramedic." However, new hires may, at the sole discretion of management, be permitted to function as an employee of the department provided he is making satisfactory progress as determined by management towards paramedic qualification. As used in this section, "Qualified Paramedic" shall mean a firefighter who has successfully completed a Paramedic course, certified by the State of Ohio, and under the standards established by the State of Ohio, and who maintains a

current paramedic certification under all laws of the State of Ohio, that govern said certifications, including any continuing education requirements.

ARTICLE XXXVI **EDUCATIONAL TUITION REIMBURSEMENT**

36.01 The Employer shall provide funds to reimburse the cost of tuition directly related to no more than sixteen (16) approved courses of study per school quarter or semester to be apportioned by the Union. Course shall be defined as three (3) semester hours (or the quarterly hour equivalent) of a specific subject. To be eligible for such reimbursement, an employee shall apply to the Chief for approval before the employee enrolls in the course. Such reimbursement must be approved by the Mayor, who may approve same only if the completion of such course can be reasonably expected to improve and upgrade the employee's job-related skills and abilities and assist the employee and the Employer in the employee's performance of his job, and the course is offered by an accredited institution of higher learning.

36.02 Should an employee successfully complete an approved course by earning a grade "B" or better, the Employer shall reimburse the employee for the cost of tuition upon presentation to the Employer of the original invoice from the institution.

ARTICLE XXXVII **CONFORMITY TO LAW**

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

37.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties-or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect 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 XXXVIII **SAVINGS CLAUSE**

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

ARTICLE XXXIX

OBLIGATION TO NEGOTIATE

39.01 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to the wages, hours and terms and conditions of employment 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.

39.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject 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 XL

DURATION OF AGREEMENT

40.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein and shall become effective January 1, 2011, and shall remain in full force and effect until December 31, 2012.

ARTICLE XLI

LABOR/MANAGEMENT MEETINGS

41.01 With the intent of maintaining the highest standards within the department, Labor/Management meetings may be held in order to discuss issues which either the Employer or the members of the bargaining unit wish to raise. The Employer agrees to meet at least twice per year if so requested.

41.02 To the extent practicable, Labor/Management meetings shall be scheduled within ten (10) working days of a request by either party or the bargaining unit members and in no event later than thirty (30) working days after said request. When either party desires to initiate a meeting said notice shall include a description of the issue or issues to be raised and the initiating part/s proposed resolution, change or recommendation.

41.03 Neither the Employer nor the Union has an obligation to act upon any recommendation made at the Labor/Management meetings. Agreements reached mutually may become addenda to this Agreement with the approval of the City of Independence and the Union.

ARTICLE XLII

FAMILY MEDICAL LEAVE

42.01 Employees who qualify for FMLA leave may be required to utilize all available paid leave, except ninety-six (96) hours of the employee's choice of all available paid leave (accumulated sick leave, vacation and/or holiday time) before any unpaid time will be allocated toward the twelve (12) week annual total paid and unpaid leave.

42.02 For purposes of calculation, the Employer will utilize the "rolling" year, measured backwards from when FMLA is first utilized in accordance with Departmental policy.

ARTICLE XLIII

PERFECT ATTENDANCE

43.01 The following sick leave incentive shall be suspended for the calendar year 2011. Effective January 1, 2012, sick leave incentive shall be paid in accordance with these guidelines. If an employee does not utilize any of his sick leave within a three month period, i.e., January 1st through March 31st, April 1st through June 30th, July 1st through September 30th, October 1st through December 31st, he/she shall be paid a bonus of three hundred seventy-five (\$375.00) at the end of that three month pay period.

43.02 For Purposes of this Article, neither the mandatory use of sick leave under the Disability Article nor donated time shall be deemed a sick leave absence.

ARTICLE XLIV

ALCOHOL & CONTROLLED SUBSTANCES POLICY

44.01 Purpose. It is the policy of the City of Independence that its employees be free of substance and alcohol abuse. Consequently, the use of controlled substances by employees is prohibited. Further, employees who use alcohol while on duty shall be deemed to have engaged in prohibited conduct. The City will take the necessary steps, including controlled substance and alcohol testing to meet our overall goal, prevention, detection, deterrence and rehabilitation rather than termination.

44.02 Applicability. This policy applies to all employees of the City.

44.03 Testing Required. The cost of the testing shall be borne by City of Independence.

- Pre-employment
- Reasonable suspicion – employee violated the alcohol or controlled substance prohibitions, based on specific, direct, articulable, observations

concerning the appearance, behavior, speech or body odors of the employee erratic/abnormal behavior, deteriorating work performance.

- Post-accident – an unplanned, event that occurs on City business, during working hours, or involves City supplied motor vehicles that are used in conducting City business or is within the scope of employment and which results in any of the following:
 - a. a fatality of anyone involved in the accident;
 - b. bodily injury to employee or another person that requires off-site medical attention;
 - c. vehicular damage in apparent excess of \$1,500;
 - d. non-vehicular damage in apparent excess of \$1,000.

When such an accident results in one of the situations above, any employee involved in such accident will be tested for controlled substance or alcohol use or both.

44.04 Controlled Substance Definitions. The term “controlled substance” include cannabis as well as other controlled substances including but not limited to (amphetamines, cocaine, marijuana, opiates and PCP) as defined in the Ohio Revised Code. The term “drug usage” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the urinalysis test consisting of an initial screening (EMIT) test and a confirmation test employing the gas chromatography/mass spectrometry (GC/MS).

Alcohol concentrations exceeding .04 will be considered a verified positive result. In the event of an accident where an employee has a “whole blood” alcohol drawn at a medical treatment facility, a result equal to or greater than .04 shall be considered to be a verified positive result. The City also expressly reserves the right to add or delete substances on the list above, if mandated by changes in existing Federal or State regulations or legislation.

44.05 Use of Alcohol and/or Drugs. Employees while on duty shall not be under the influence of alcohol or drugs, nor have their ability to safety, efficiently and effectively perform the duties of their position impaired as a result of the use of alcohol or drugs. No employee shall use, possess, sell, deliver or purchase an illegal drug during working hours (including duty-free rest and lunch periods).

44.06 Education of Employees Regarding Drug Testing. Every current employee will be required to attend a session in which this program is discussed. The written policy will be shared, and everyone will be expected to sign for receipt. A qualified person will explain why and how substance use is a workplace problem, the effects, signs/symptoms of use, effects of commonly used drugs in the workplace and how to get help. There will be a minimum of two (2) hour educational awareness annually for all employees. New employees will hear about the program during

orientation and will receive substance education as soon as possible. Supervisors and two (2) Union officials will be trained to recognize substance problems that may endanger the employee and others as well as violate this Policy. This training is in addition to annual employee education. Supervisors and two (2) Union officials will be trained about testing responsibilities, how to recognize behaviors that demonstrate alcohol/drug problem and how to make referrals for help.

44.07 Procedures. The City will use a third-party vendor to provide sampling and testing of employees. The testing program consists of an initial screening test. If the initial results are positive, then a second test is used. Cut-off levels for each drug and for alcohol are established based on federal guidelines. Any individual subject to testing under this Policy shall be permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen to be provided. There are many other protections for employees that are built in. The certified lab will report the results to a Medical Review Officer (MRO) designated by the Employer. Before reporting to a positive test result to the Employer, the MRO will attempt to contact the employee to discuss the test result. If the MRO is unable to contact the employee directly, the MRO will contact the Human Resource Manager or Employer Management Official designated in advance by the Employer, who shall in turn contact the employee and direct the employee to contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative. Cut-off levels are used to determine when an employee has enough of a certain drug or alcohol in his/her system so that it should be considered a positive test.

1. Discipline resulting from controlled substance abuse/alcohol abuse will be handled on an individual basis and the Union will be informed of the City's action immediately.

Upon the findings of positive for a controlled substance by the tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of controlled substance/alcohol abuse pursuant to this Section shall attend an employee assistance program or detoxification program at the employee's expense (if such exceeds Employer health care coverage), as determined by appropriate medical personnel unless, the employee has previously tested positive within two (2) year for the use of controlled substance/alcohol, refused to participate in an EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to disciplinary action, including termination. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available,

such employee shall be placed on a family and medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the employee is no longer using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the sole discretion of the Employer upon his return to his position for a period of one (1) year. "Periodic" shall mean not more than twelve (12) times per year except that substance abuse tests may be performed at any time upon "reasonable suspicion" of drug use. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a family and medical leave of absence without pay for a period not to exceed ninety (90) days.

2. If the employee refuses to undergo and complete rehabilitation or detoxification, or if he tests positive at any time within one (1) year after his return to work upon completion of the program for rehabilitation, such employee may be subject to disciplinary action, up to and including termination. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer.

3. No controlled substance abuse/alcohol testing shall be conducted without the authorization of the Mayor. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action, including termination. Records of controlled substance abuse and alcohol testing shall be kept in the office of Human Resources and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the Article.

4. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of two (2) years.

44.08 Employee Assistance. The City believes in offering assistance to employees with a controlled substance/alcohol abuse problem. We are supportive of employees taking action on their own behalf to address a controlled substance/alcohol abuse problem. The City believes in offering a second chance to employees who are willing to do something about their problem. It is important for the employee to come to an understanding regarding the extent of the problem in order to correct the problem and avoid future violation of this policy. If employee is willing to actively engage in resolving the substance/alcohol abuse problem, the City will refer the employee to the provider for an assessment and possible outpatient counseling with a substance professional. The employee assistance information will also be provided to the Union in

order to assist members in seeking employee assistance without the intervention of the City.

44.09 Positive Test Results. Employees who are found to have a confirmed positive drug or alcohol test will be immediately taken off safety-sensitive duties.

ARTICLE XLV FAX/PHONE LINE

45.01 The City will install a phone line to be used solely for Union business. All line and equipment expenses shall be the responsibility of the Union. The upkeep and over site will be the responsibility of the Union.

ARTICLE XLVI EXECUTION

46.01 IN WITNESS WHEREOF, the parties hereto have caused Agreement to be duly executed this _____ day of _____, 2011.

FOR THE UNION:

FOR THE EMPLOYER:

By:

By:

Mayor Gregory P. Kurtz

Anthony Togliatti, Vice Mayor

Counsel, IAFF Local 2375

APPROVED AS TO FORM:

Law Director

APPENDIX A

City of Independence
SuperMed Plus - HSA
(Non Grandfathered)

Effective
6-1-2011

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit / Over Aged Child	26 / 28 Removal upon End of Month	
Pre-Existing Condition Waiting Period	Does Not Apply	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$2,500 / \$5,000	\$5,000 / \$10,000
Coinsurance	100%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$2,500 / \$5,000	\$5,000 / \$10,000
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	60% after deductible
After Hours Care	100% after deductible	60% after deductible
Urgent Care Office Visit	100% after deductible	60% after deductible
All Immunizations	100%	60% after deductible
Allergy Testing and Treatments	100% after deductible	60% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law ^{2,3}	100%	60% after deductible
Routine Physical Exams (Ages 21 and over)	100%	60% after deductible
Well Child Care Services including Exam and Immunizations (To age 21)	100%	60% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	60% after deductible
Routine Eye Exam (One per benefit period)	100%	60% after deductible
Routine Hearing Exam (One per benefit period)	100%	60% after deductible
Routine Laboratory Services (Ages 21 and over)	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test and Associated Exam (One per benefit period)	100%	60% after deductible
Routine Prostate Specific Antigen (PSA)	100%	60% after deductible
Colon Cancer Screening	100%	60% after deductible
Outpatient Services		
Surgical Services	100% after deductible	60% after deductible
Diagnostic Services	100% after deductible	60% after deductible
Physical Therapy - Facility and Professional (30 visits per benefit period)	100% after deductible	60% after deductible
Occupational Therapy - Facility and Professional (30 visits per benefit period)	100% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (20 visits per benefit period)	100% after deductible	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	100% after deductible	60% after deductible
Cardiac Rehabilitation	100% after deductible	60% after deductible
Pulmonary Rehabilitation	100% after deductible	60% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room ⁴	Not Covered	Not Covered
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	60% after deductible

APPENDIX A

Benefits	Network	Non-Network
Maternity	100% after deductible	60% after deductible
Skilled Nursing Facility (60 days per benefit period)	100% after deductible	60% after deductible
Additional Services		
Ambulance	100% after deductible	60% after deductible
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	100% after deductible	60% after deductible
Outpatient Education and Training	100% after deductible	60% after deductible
Home Healthcare (60 visits per benefit period)	100% after deductible	60% after deductible
Hospice (180 days per benefit period)	100% after deductible	60% after deductible
Organ Transplants	100% after deductible	60% after deductible
Prescription Drugs – Oral Contraceptives included^{5,6}	Generic: \$5 copay after deductible has been met Formulary: \$30 copay after deductible has been met Non-Formulary: \$50 copay after deductible has been met	
Retail – 30 Day Supply the initial filling and up to two refills of a prescription drug	Generic: \$10 copay after deductible has been met Formulary: \$60 copay after deductible has been met Non-Formulary: \$100 copay after deductible has been met	
Retail – 30 Day Supply after the third retail fill of a prescription drug ^{5,6,7}	Generic: \$10 copay after deductible has been met Formulary: \$60 copay after deductible has been met Non-Formulary: \$100 copay after deductible has been met	
Mail Order – 90 Day Supply ^{5,6}	Generic: \$10 copay after deductible has been met Formulary: \$60 copay after deductible has been met Non-Formulary: \$100 copay after deductible has been met	
Weight Loss Surgical Services including complications from Weight Loss Surgical Services	Not Covered	Not Covered
Private Duty Nursing	100% after deductible	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: 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.

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

²Preventive 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.

³Services 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.

⁴Emergency Room and Physician charges will not be covered. Ancillary services will be paid the same as any other service.

⁵Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used. Failure to present an ID card will result in decreased benefits.

⁶Deductible must be met before copays apply. BOTH Retail and Mail Order copay(s) apply to the Coinsurance Limit and stop being taken when the Limit is met.

⁷Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days the member will pay twice the normal retail copayment.

APPENDIX B

City of Independence
SuperMed Plus - Standard Plan
(Non Grandfathered)

Effective
6-1-2011

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit / Over Aged Child	26 / 28 Removal upon End of Month	
Pre-Existing Condition Waiting Period	Does Not Apply	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$175 / \$350	\$350 / \$700
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$775 / \$1,550	\$1,550 / \$3,100
Physician/Office Services		
PCP Office Visit (Illness/Injury) ²	\$10 copay, then 100%	70% after deductible
After Hours Care	100%	70% after deductible
Specialist Office Visit (Illness/Injury) ²	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$35 copay, then 100%	70% after deductible
All Immunizations	100%	70% after deductible
Allergy Testing and Treatments	\$10 copay, then 100%	70% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law^{3,4}	100%	70% after deductible
Routine Physical Exams (Ages 21 and over)	100%	50% after deductible
Well Child Care Services including Exam and Immunizations (To age 21)	100%	70% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	70% after deductible
Routine Eye Exam (One per benefit period)	100%	50% after deductible
Routine Hearing Exam (One per benefit period)	100%	70% after deductible
Routine Laboratory Services(Ages 21 and over)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Exam Associated with Pap Test (One per benefit period)	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Prostate Specific Antigen (PSA)	100%	70% after deductible
Colon Cancer Screening	100%	70% after deductible
Outpatient Services		
Surgical Services (In the Physicians office)	\$10 copay, then 100%	70% after deductible
Surgical Services (All other places of service)	90% after deductible	70% after deductible
Diagnostic Services	100%	70% after deductible
Physical Therapy - Facility and Professional (60 visits per benefit period)	\$10 copay, then 100%	70% after deductible
Occupational Therapy - Facility and Professional (60 visits per benefit period)	\$10 copay, then 100%	70% after deductible
Chiropractic Therapy – Professional Only (20 visits per benefit period)	\$10 copay, then 100%	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	\$10 copay, then 100%	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Pulmonary Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ⁵	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room ⁶	Not Covered	Not Covered

APPENDIX B

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 (60 days per benefit period)	90% after deductible	70% after deductible
Additional Services		
Ambulance	100%	100%
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	\$10 copay then 100% (Physician's office) 90% after deductible (All other places of service)	70% after deductible
Home Healthcare (60 visits per benefit period)	\$10 copay, then 100%	70% after deductible
Hospice (180 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Outpatient Education and Training	100%	70% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgical Services	Not Covered	Not Covered
Private Duty Nursing	\$10 copay then 100% (Physician's office) 90% after deductible (All other places of service)	70% 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. 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. Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits. 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.

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

³Preventive 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.

⁴Services 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.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁶Emergency Room and Physician charges will not be covered. Ancillary services will be paid the same as any other service.

APPENDIX B



**City Of Independence
Prescription Drug Program¹
High & Standard Plan
Effective 6-1-2011**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon End of Month	
Retail Program with Oral Contraceptive/Contraceptive Devices and Diabetic Coverage² – for the initial filling and up to two refills of a prescription drug		
Generic Copayment	\$5	30
Formulary Copayment	\$15	30
Non-Formulary Copayment	\$25	30
Retail Program with Oral Contraceptive/Contraceptive Devices and Diabetic Coverage² – after the third retail fill of a prescription drug³		
Generic Copayment	\$10	30
Formulary Copayment	\$30	30
Non-Formulary Copayment	\$50	30
Mail Order Program with Oral Contraceptive/Contraceptive Devices and Diabetic Coverage²		
Generic Copayment	\$5	90
Formulary Copayment	\$15	90
Non-Formulary	\$50	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.

Exclusions include: Fertility Drugs and Growth Hormones.

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

²Includes over-the-counter items, as well as insulin, syringes and needles, glucose monitors and meters.

³Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

APPENDIX C

City of Independence
SuperMed Plus - High Plan
(Non Grandfathered)

Effective
6-1-2011

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit / Over Aged Child	26 / 28 Removal upon End of Month	
Pre-Existing Condition Waiting Period	Does Not Apply	
Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	None	\$100 / \$200
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$10 copay, then 100% ⁵	80% after deductible
After Hours Care	100%	80% after deductible
Specialist Office Visit (Illness/Injury) ²	\$10 copay, then 100% ⁵	80% after deductible
Urgent Care Office Visit ²	\$35 copay, then 100% ⁵	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing and Treatments	\$10 copay, then 100% ⁵	80% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law^{3,4}	100%	80% after deductible
Routine Physical Exams (Ages 21 and over) ²	100%	50% after deductible
Well Child Care Services including Exam and Immunizations (To age 21) ²	100%	80% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	80% after deductible
Routine Eye Exam (One per benefit period)	100%	50% after deductible
Routine Hearing Exam (One per benefit period)	100%	80% after deductible
Routine Laboratory Services(Ages 21 and over)	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Exam Associated with Pap Test (One per benefit period)	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Prostate Specific Antigen (PSA)	100%	80% after deductible
Colon Cancer Screening	100%	80% after deductible
Outpatient Services		
Surgical Services	100%	80% after deductible
Diagnostic Services	100%	80% after deductible
Physical Therapy - Facility and Professional (30 visits per benefit period)	\$10 copay, then 100% ⁵	80% after deductible
Occupational Therapy - Facility and Professional (30 visits per benefit period)	\$10 copay, then 100% ⁵	80% after deductible
Chiropractic Therapy – Professional Only (20 visits per benefit period)	\$10 copay, then 100% ⁵	80% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	\$10 copay, then 100% ⁵	80% after deductible
Cardiac Rehabilitation	100%	80% after deductible
Pulmonary Rehabilitation	100%	80% after deductible
Emergency use of an Emergency Room ⁶	\$50 copay, then 100% ⁵	
Non-Emergency use of an Emergency Room ⁷	Not Covered	Not Covered
Inpatient Facility		

APPENDIX C

Benefits	Network	Non-Network
Semi-Private Room and Board	100%	80% after deductible
Maternity	100%	80% after deductible
Skilled Nursing Facility (60 days per benefit period)	100%	80% after deductible
Additional Services		
Ambulance	100%	100%
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	100%	80% after deductible
Home Healthcare (60 visits per benefit period)	100%	80% after deductible
Hospice (180 days per benefit period)	100%	80% after deductible
Organ Transplants	100%	80% after deductible
Outpatient Education and Training	100%	80% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgical Services	Not Covered	Not Covered
Private Duty Nursing	100%	80% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid 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. 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. Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits. 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.

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

³Preventive 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.

⁴Services 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.⁵The copay amount accumulates to the out-of-pocket maximum and stops being taken when the maximum out-of-pocket has been met.

⁶Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁷Emergency Room and Physician charges will not be covered. Ancillary services will be paid the same as any other service.

APPENDIX C

 City Of Independence Prescription Drug Program¹ High & Standard Plan Effective 6-1-2011		
Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon End of Month	
Retail Program with Oral Contraceptive/Contraceptive Devices and Diabetic Coverage² – for the initial filling and up to two refills of a prescription drug		
Generic Copayment	\$5	30
Formulary Copayment	\$15	30
Non-Formulary Copayment	\$25	30
Retail Program with Oral Contraceptive/Contraceptive Devices and Diabetic Coverage² – after the third retail fill of a prescription drug³		
Generic Copayment	\$10	30
Formulary Copayment	\$30	30
Non-Formulary Copayment	\$50	30
Mail Order Program with Oral Contraceptive/Contraceptive Devices and Diabetic Coverage²		
Generic Copayment	\$5	90
Formulary Copayment	\$15	90
Non-Formulary	\$50	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.

Exclusions include: Fertility Drugs and Growth Hormones.

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

²Includes over-the-counter items, as well as insulin, syringes and needles, glucose monitors and meters.

³Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

APPENDIX D



Benefits at a Glance for The City of Independence

Group Policy # 144785
Effective Date April 1, 2011

Group Dental Insurance

Group Dental insurance from Standard Insurance Company provides coverage for a broad range of dental services for eligible employees and dependents.

The cost of this insurance is paid by The City of Independence.

Eligibility

Eligible Employee

A regular employee of the employer working at least 40 hours each week.

Benefits

The Standard will pay a specified percentage of the allowable charge for the plan's covered dental expenses. Benefits are subject to the plan's deductible and maximum benefit amounts and other provisions.

When Benefits Become Payable (Elimination Period)

None for preventive, basic and major dental procedures.

Benefit Type	Coinsurance - Plan pays when visiting a Participating Provider	Coinsurance - Plan pays when visiting a Non-Participating Provider
Preventive	100 percent	100 percent
Basic	80 percent	80 percent
Major	60 percent	60 percent

Maximum Annual Benefit

The Maximum Annual Benefit amount per eligible employee and each dependent for a calendar year is \$1,250.

Deductible Amount for Each Eligible Employee and Dependent per Calendar Year

Preventive procedures	\$0
Basic and major procedures	\$50
Maximum deductible per calendar year	\$150

APPENDIX D

Other Features & Services

- Once this policy is effective, employees may view benefits information or claim status by registering for The Standard's online Dental services at www.standard.com/services
- **Orthodontic Expense**

Deductible Amount	\$50
Coinsurance Percentage	50 percent
Maximum Benefit During Lifetime	\$1,500

This information is only a brief description of the group Dental insurance policy sponsored by The City of Independence. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, exclusions and when The Standard and the employer may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for employees who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

APPENDIX E

GUARDIAN VISION

PLAN SUMMARY

FREQUENCY OF SERVICE:

EXAM EVERY 12 MONTHS

MATERIALS:

LENSES EVERY 12 MONTHS

FRAMES EVERY 24 MONTHS

CONTACT LENSES (in lieu of frames & lenses) EVERY 12 MONTHS

COPAYMENT:

EXAM \$20.

MATERIALS \$20.

Eligible children may be insured to age 20 (or 26 if full-time student) requires a two-year lock in/lock out period

BENEFITS (AFTER COPAYMENTS)	IN-NETWORK	OUT OF NETWORK
Eye Exam	Covered in full	Up to \$46.00
Single Vision Lenses	Covered in full	Up to \$47.00
Bifocal Lenses	Covered in full	Up to \$66.00
Trifocal Lenses	Covered in full	Up to \$85.00
Lenticular Lenses	Covered in full	Up to \$125.00
Frames	Covered in full*	Up to \$47.00
Contact Lenses:		
Medically Necessary	Covered in full	Up to \$210.00
Elective	\$105.00**	Up to \$105.00

* Approximately 13,000 frames are covered in full. All others are offered to patients at discounted cost based on wholesale price.

** Copay is waived for elective contact lenses

GUARDIAN is the carrier of our Vision plan and the services are provided through VSP — Vision Service Plan. To receive the optimum of benefits and stay within the network from your vision plan, the plan encourages you to seek vision care from doctors and facilities that belong to VSP and their preferred providers. To obtain that list of providers go on www.vsp.com.

This policy provides vision care limited benefits health insurance only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department. Covered is limited to those charges that are necessary to prevent, diagnosis, and treat a vision condition. Copays apply. The plan does not pay for; orthoptics, vision training and any associated supplemental testing; medical or surgical treatment of the eye; any eye examination or corrected eyewear required by an employer as a condition of employment; lenses and frames that are furnished under this plan which are lost or broken (except as noted intervals when services are otherwise available). The plan limits for blended lenses, oversized lenses, photochromic lenses, tinted lenses, progressive multifocal lenses, coated or laminated lenses, a frame that exceeds plan allowance, cosmetic lenses, U-V protected lenses, and optional cosmetic processes. The services, exclusions, and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage.

Johnson, Timothea

From: Joe Lubin [lubinj@independenceohio.org]
Sent: Monday, October 10, 2011 7:56 AM
To: Joe Lubin; SERB Research
Cc: 'Joe Lencewicz'
Subject: 10-MED-09-1127
Attachments: CBA IAFF 2011-2012 Final.pdf

Attached please find the CBA by and between the City of Independence and the International Association of Firefighters, Local 2375, AFL-CIO for the period January 1, 2011 through December 31, 2012.

Joe

Joseph T. Lubin, Human Resources Director
City of Independence
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Independence, OH 44131
216/447-1100; Cell# 216/536-6045
Fax: 216/524-6996
lubinj@independenceohio.org