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AGREEMENT

BETWEEN

CITY OF BEDFORD HEIGHTS

AND

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

FOR ALL FULL-TIME CLERKS AND SECRETARIES

Effective January 1, 2011, through December 31, 2013

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ARTICLE 1

AGREEMENT/PURPOSE

Section 1: This Agreement entered into by the City of Bedford Heights, hereinafter referred to as the "Employer", and Fraternal Order of Police/Ohio Labor Council Inc., hereinafter referred to as the "Bargaining Unit", or the "FOP/OLC", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth, in entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the Bargaining Unit as defined herein. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

ARTICLE 2

RECOGNITION

Section 1: The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive representative for the Bargaining Unit of all regular full-time Secretaries in the Correction Unit in the Department of Police for the purpose of establishing rules and conditions of employment. The City of Bedford Heights will not recognize any other union, organization, or person as the representative for any of the Bargaining Unit members.

Included: All full-time Clerks and Secretaries in the Bedford Heights Police Department.

Excluded: All other employees.

ARTICLE 3

NON-DISCRIMINATION

Section 1. Both the City of Bedford Heights and the Bargaining Unit recognize their respective responsibilities under the Federal and State Civil Rights Laws, or employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City of Bedford Heights and the Bargaining Unit hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age or handicap.

Section 2. The City of Bedford Heights recognizes the right of all employees to be free to join the Union. The City of Bedford Heights agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the City of Bedford Heights against any employee or any applicant for employment because of Union membership.

ARTICLE 4

DUES DEDUCTION

Section 1. The Employer agrees to deduct from the wages and salaries of the Bargaining Unit members' dues required by the FOP/OLC by payroll deduction. All members of the Bargaining Unit shall either become dues paying members of the FOP/OLC, or as a condition of continued employment, remit to the FOP/OLC a fair share fee in the amount set by the FOP/OLC per person per month in accordance with the provisions of O.R.C. 4117.09, starting the thirty-first (31st) day of employment with the Employer or execution date of this Agreement, whichever comes first.

Section 2. Dues and fair share fees shall be paid over by the Employer once each month to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 or such address as set by the FOP/OLC from time to time.

Section 3: An employee shall have the right to revoke such authorization by giving written notice to the Employer and the FOP/OLC at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of employee to revoke during that period.

Section 4: The Employer's obligation to make deduction shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the Bargaining Unit. The FOP/OLC will indemnify and hold the Employer harmless from any action growing out of deductions hereunder and commenced by an employee against the Employer.

Section 5: All Bargaining Unit members who are not members of the FOP/OLC shall pay a fair share fee to the FOP/OLC in the amount of employee dues as set by the FOP/OLC from time to time. The deduction to the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the FOP/OLC of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

Section 6. Any individual employee who objects to joining or financially supporting the FOP/OLC, based on bona fide

religious tenets or teachings of a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the Employer and the FOP/OLC of his/her objection. The employee will meet with representatives of the FOP/OLC and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to union dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the Employer and the FOP/OLC that this has been done. This procedure shall be in accordance with O.R.C. Section 4117.

ARTICLE 5

NO STRIKE/NO LOCKOUT

Section 1. It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Bargaining Unit, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services, during the term of this Agreement or any extensions thereof.

Section 2: The Employer agrees that neither it, its agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of

members of the Bargaining Unit, unless those members shall have violated Section 1 of this Article.

Section 3: The FOP/OLC further agrees that neither it, its agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, slowdown or any other concerted activities which interfere with the operations or delivery of services of the Employer by its members during the term of this Agreement.

Section 4: In all cases of strike, sympathy strike, slow down, walkout or any unauthorized cessation of work in violation of this Agreement, the FOP/OLC shall undertake every reasonable means to induce employees to return to their jobs during any such period of unauthorized stoppage.

Section 5: The procedures contained in this Article shall govern disputes arising between the FOP/OLC and the Employer concerning proposed changes in terms and conditions of employment arising at the conclusion of the term of this collective bargaining agreement. The parties shall continue in full force and effect all terms and conditions of this existing Agreement unless and until a new or modified Agreement is agreed upon or established by operation of this Article.

Section 6: After the conclusion of the term of this Agreement, if both parties agree that the negotiations to produce a successor agreement have reached an impasse, the parties shall submit their dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. Section 2511 to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense. The conciliator shall be chosen by the parties utilizing the strike method.

Section 7: The conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented to him/her. He/she shall deliver a copy to each of the parties at the same time via U.S. mail or by fax. The parties shall each pay one-half the cost of the conciliation procedure.

Section 8: The issuance of a final offer settlement award constitutes a binding mandate to the Employer and the FOP/OLC to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during

negotiations. This award, order and all previously negotiated agreements shall constitute amendments to this Agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement, execute an amended Collective Bargaining Agreement including the award and order of the conciliator and all tentatively agreed upon issue not submitted to the conciliator for resolution.

ARTICLE 6

FOP/OLC REPRESENTATION

Section 1: Non-employee representation by the FOP/OLC shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings or for monitoring the administration of this Agreement, upon approval of the Employer or its designee. The Employer or its designee shall facilitate any necessary contact between the representative and an on-duty Bargaining Unit member, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 2: Release time shall be granted for members of the Negotiating and Grievance Committees in compensation for hours spent by each member in negotiations or grievance hearings. The release time shall be granted at a rate of one (1) hour earned and shall be taken at the discretion of the employee

provided the release time does not create overtime or does not affect the minimum manpower requirements of the Employer.

Section 3: The FOP/OLC may schedule meetings on Police Department property insofar as those meetings are not disruptive of the duties of the employees or the efficient operation of the department. Special rank-and-file meetings may be held at any hour. Insofar as is feasible, all on or off-duty Bargaining Unit members shall be afforded the opportunity to attend these meetings. Off-duty Bargaining Unit members attending those meetings shall not be compensated for their attendance.

Section 4: Reasonable provisions shall be made by the Employer so that Bargaining Unit members selected by the FOP/OLC as representatives on their negotiating committee and scheduled for duty may be carried on special assignments for the entire assigned shift for the purpose of negotiating during the term of this Agreement. Upon advanced approval by the Chief of Police or his designee, time off may be allowed of up to eight (8) hours per person each week for a maximum of one (1) member of the negotiating committee, designated in advance, during the last sixty (60) days of this Agreement, exclusive of any extensions.

Section 5: The FOP/OLC delegates shall be authorized an aggregate of three (3) work days of paid leave per calendar year

for delegates to use any time during the year to attend FOP/OLC functions such as, but not limited to, conventions, educational meetings or conferences. The Employer shall make other reasonable provisions for authorizing vacation leave or personal allowance credits for employees to attend FOP/OLC functions in addition to the above-mentioned three (3) work days.

Section 6: The FOP/OLC may utilize all aforementioned provisions of this Article by having the delegate or his/her designee notify the Chief of Police as soon as practicable upon learning of the need for such leave, but not less than seven (7) calendar days prior to the commencement of said leave. No more than two (2) employees are designated by the FOP/OLC for said leave at any given time.

ARTICLE 7

PROBATIONARY PERIODS

Section 1: Every newly-hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of 180 days. A probationary employee who has lost work time due to illness or injury shall have his/her probationary period extended by the length of the illness or injury. A newly-hired probationary employee may be terminated at any time

during his/her probationary period and shall have no right to appeal of the termination under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to FOP/OLC representation including the grievance and arbitration procedure.

ARTICLE 8

MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely, exclusively and without recourse to negotiations, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- (a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;
- (b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance (the Employer shall supply these in printed form to the FOP/OLC and each employee, and any changes shall be communicated in advance to each member of the Bargaining Unit);

- (c) To determine the size, composition and adequacy of the workforce;
- (d) To establish and determine job qualifications and duties and to establish the education and training requirements for the Department;
- (e) To establish or modify job classifications;
- (f) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend and discharge employees for just cause;
- (g) To lay off employees;
- (h) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (i) To determine location of facilities and to introduce new and/or improved equipment and methods;
- (j) To determine the financial policies and procedures of the Employer, including the exclusive right to allocate and expend all funds of the Employer;
- (k) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration.

ARTICLE 9

APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

Section 1: The FOP/OLC recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate

the personal conduct of employees while at work and the conduct of the Employer's services and programs.

Section 2: The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the highest official of the FOP/OLC prior to implementation.

Section 3: It is the Employer's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Any employee against whom such rules, policies and directives are enforced may challenge their uniformity of application or interpretation as to that employee. This challenge shall be subject to the grievance procedure in Article XIII.

Section 4: As soon as reasonably possible after the execution of this Agreement, the Employer shall furnish to the FOP/OLC a copy or copies of the existing written work rules.

Section 5: All new employees, for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures and directives.

Section 6: The FOP/OLC recognizes that it is the exclusive statutory duty of the Chief of Police to establish

general rules for the operation of the department; however, the FOP/OLC may request that the Chief of Police and the Employer meet to negotiate the affects of any work rules upon wages and benefits.

ARTICLE 10

RIGHTS OF BARGAINING UNIT MEMBERS

Section 1: All rights and privileges affecting wages and benefits enjoyed by the Bargaining Unit members at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

Section 2: The Employer agrees to furnish the FOP/OLC with a written notice of the Employer's changes in Police Department rules, regulations or policies and procedures that would affect the working conditions of the Bargaining Unit members or equipment.

Section 3: The Employer shall not attempt to erode the Bargaining Unit, the rights of Bargaining Unit members, or adversely affect the safety of Bargaining Unit members.

ARTICLE 11

COMMUNICABLE DISEASES

Section 1. The Employer will provide required medical attention, including inoculations for employees or family members who either contract infectious disease or may be exposed to infectious disease that arises directly out of the work environment.

ARTICLE 12

DISCIPLINE

Section 1: Any Bargaining Unit member who is demoted, suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action within five days (5) after the occurrence giving rise to such disciplinary action. However, in the case of an investigation, such notice shall be given three (3) days after the completion of said investigation. In the case of suspension or discharge, the employee shall be given the right to confer with and have present at any disciplinary hearing a representative of the FOP/OLC. Disciplinary action taken by the Employer shall only be for reasonable or just cause.

Section 2: A Bargaining Unit member shall receive notice of any disciplinary action against him/her no later than seven days after the Employer becomes aware of the events giving

rise to the discipline. Said discipline may be appealed in accordance with the grievance procedure in Article 13 of this Agreement.

Section 3: Records of disciplinary action shall have no force and effect nor shall they be considered for any subsequent disciplinary charges in accordance with the following schedule, barring no reoccurrence of the same incident:

Written reprimands - 12 months

Suspensions of four days or less - 18 months

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1. 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 obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Accordingly, every employee shall have the right to present his/her grievance in accordance with the procedures herein, free from any interference, coercion, restraint, discrimination or reprisal.

Section 2. A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of the specific and express written provisions of this Agreement and disputes arising out of any disagreement pertaining to wages, discrimination, working conditions, or discipline.

Section 3. Definitions:

(a) Aggrieved Party. The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing the grievance.

(b) Party in Interest. A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

(c) Day. A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and holidays as provided for in this Agreement.

Section 4. If a grievance affects a group of employees associated with an Employer-wide controversy or is of an emergency nature, it may be submitted at Step 2.

Section 5. An employee who is suspended, reduced in pay or terminated for cause may appeal such decision under the grievance procedure.

Section 6. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having such grievance informally adjusted without submitting a formal grievance pursuant to the terms of this Agreement. In the event a grievance is adjusted without the filing of a formal grievance, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. In addition, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

Section 7. The existence of this grievance procedure shall not be deemed to require any employee to pursue the remedies herein and shall not impair or limit the right of any employee to pursue any other remedies. If an employee pursues other remedies not provided herein, he/she is deemed to automatically waive and forfeit the remedies provided by this grievance procedure.

Section 8. Time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within a specified time limit, the grievance shall automatically move to the next step.

The time limits specified for either party may be extended only by written mutual agreement.

Section 9. This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way any of the provisions of this Agreement.

Section 10. **Procedure.**

Step 1:

An employee may present his/her grievance orally or in writing to the immediate supervisor, through the FOP/OLC representative or personally. The immediate supervisor shall attempt to adjust the matter in a meeting between the FOP/OLC representative, the aggrieved and himself/herself. If the grievance is presented orally and the immediate supervisor's disposition is not satisfactory, the matter shall be reduced to writing on the forms provided by the FOP/OLC. When the grievance is reduced to writing, there should be set forth in the same space provided all of the following:

- (a) A statement of the grievance clearly indicating the question raised by the grievant;
- (b) Remedy or correction which is desired;
- (c) A section or sections of the Agreement, if any, relied upon or claimed to have been violated; and
- (d) The date the grievance occurred.

The immediate supervisor shall give his/her answer in writing within seven (7) days. In the event the grievance is not satisfactorily settled in Step 1, the aggrieved party may appeal in writing to Step 2 within seven (7) days of receipt of the immediate supervisor's disposition.

Step 2:

Within ten (10) days of appeal to Step 2, there shall be a meeting between the employee, the FOP/OLC representative and the Chief of Police, at which time the grievance shall be discussed. The Chief of Police shall render a disposition in writing within ten (10) days following the meeting.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal may be filed with the Mayor within seven (7) days from the date of the Chief of Police rendering his decision. A copy of the Chief's decision shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of receipt of the written appeal. The hearing will be held with the aggrieved party and his/her FOP/OLC representative. Either party may, if they so desire, produce witnesses if necessary to provide

information to the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the FOP/OLC's representative with a copy to the employee within twenty-one (21) days from the date of the hearing.

ARTICLE 14

ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a default by the Employer at Step 3, the FOP/OLC may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party may request that the American Arbitration Association ("AAA") submit a panel of seven (7) arbitrators from its National Academy panel, and the arbitrator shall be selected in accordance with AAA's then-applicable rules.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make an award requiring the commission of any act prohibited by law or to make any award

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

Section 3. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

Section 4. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association or the Federal Mediation and Conciliation Services.

Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 7. The FOP/OLC agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the FOP/OLC failed to fairly represent a member of the Bargaining Unit in the exercise of his/her rights in this procedure.

ARTICLE 15

WAGES AND PERS PICKUP COMPENSATION

Section 1: Effective January 1, 2011, the pay ranges for the following positions are as follows:

	<u>2011</u> (1%)	<u>2012</u> (1%)	<u>2013</u> (1.25%)
Records Clerk	10.00-18.21	10.00-18.39	10.00-18.62
Administrative Secretary	10.00-20.10	10.00-20.30	10.00-20.55
Secretary to the Support Services Commander	11.00-17.62	11.00-17.80	11.00-18.02
Full-time Corrections Facility Secretary	7.00-12.50	7.00-12.63	7.00-12.79

Effective January 1, 2011, the actual hourly rates for the following positions are as follows:

Records Clerk	18.18 hr.
Administrative Secretary	19.32 hr.
Secretary to the Support Services Commander (Full-time)	17.04 hr.
Full-time Corrections Facility Secretary	

Section 2. Pension. The Employer will make a contribution to PERS as required by state law.

Section 3. Compensation Time Bank. All employees, except the Chief of Police, may choose to receive all overtime in either compensation or compensatory time at the time the

overtime is worked. An employee may accumulate compensatory time up to 250 straight-time hours, at which point all overtime shall be paid as earned. However, an employee may buy back accumulated compensatory time at any time by advising the Chief of Police in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is taken.

Compensation time banked hours will be at the option of the employee. All overtime worked after employee's compensation time bank reaches 250 hours must be paid in cash in compliance with the provisions of Section 157.19, "Overtime Compensation", of the Codified Ordinances and the Fair Labor Standards Act.

ARTICLE 16

LONGEVITY

Section 1. Effective from the employee's start date for compensation of time, all employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

<u>Years of Service</u>	<u>Percentage*</u>
First through third	0
Fourth and fifth	2
Sixth and seventh	2-1/2
Eighth and ninth	3
Tenth and eleventh	3-1/2
Twelfth and thirteenth	4
Fourteenth and fifteenth	4-1/2
Sixteenth and seventeenth	5
Eighteenth and nineteenth	5-1/2
Twenty and twenty-one	6
Twenty-two and twenty-three	6-1/2
Twenty-four and over	7

Longevity payments shall be paid on a pay period basis.

Effective January 1, 2011, no employee shall receive a longevity bonus greater than \$3,400 per year.

Any interruption in the service of an employee except for allowed vacation, holidays, sick leave, disciplinary suspension and/or authorized leave of absence shall be deemed a termination of such employee's tenure in office for the purpose of determining his/her eligibility for longevity pay.

ARTICLE 17

SENIORITY

Section 1. Seniority for all Bargaining Unit members shall be based upon the employee's total service as a full-time secretary with the Employer, City of Bedford Heights. The

operation of seniority shall prevail for all applicable issues as prescribed herein.

Section 2: The Employer shall furnish to the FOP/OLC a seniority list upon request but not more often than once per calendar year. For vacation, scheduling and other matters, seniority shall be determined by the Bargaining Unit member's date of hire as listed in this Section.

ARTICLE 18

DUTY HOURS

Section 1: The regular work week for all full-time employees of the Employer covered by this Agreement shall be forty (40) hours in a five (5) day work week being worked Monday through Friday.

Section 2: Mandatory training time is considered as time worked, excluding travel time to and from the training. If the training location is more than fifteen (15) total miles from the work place, mileage will be paid in accordance with the federal regulations.

Section 3: Once a year all females shall receive four (4) hours paid to receive a mammogram and pap test. All males shall receive two (2) hours paid for prostate screening. The aforementioned time shall be considered as active status. These

preventative tests shall not count against the employee's sick time.

Section 4: Training. For purposes of this Article, all mandatory training, including travel time to and from school shall be considered time worked.

For purposes of this Article, all voluntary training and off-premises classroom education, including related field work, which has been approved by the Chief of Police or his designee shall be paid either at the overtime rate or in compensatory time only at the base rate. (Employees are not to be compensated for non-classroom study time.)

All travel time to and from training, whether voluntary or mandatory, shall be paid at the overtime rate or in compensatory time only at the base rate, unless an employee has accumulated sixty (60) straight-time hours of compensatory time, at which time said training shall be paid in compensation at the base rate.

ARTICLE 19

OVERTIME PAY AND COURT TIME

Section 1: Overtime in the amount of one and one-half (1½) times the employee's regular pay rate shall be paid for actual hours worked in excess of forty (40) in one (1) work week period (7 days) or eight (8) hours in a work day.

Section 2: Whenever approved by the Employer, employees called in to work for any time period shall be paid not less than three (3) hours or actual time spent, whichever is greater. When an employee is appearing in court on behalf of the Employer, he/she shall be paid not less than three (3) hours or actual time spent, whichever is greater.

Section 3: An employee may choose to receive overtime in either compensation or compensatory time; provided, however, that an employee may accumulate compensatory time up to two hundred fifty (250) straight-time hours, at which point all overtime shall be paid as earned. However, employees may buy back accumulated compensatory time at any time by advising the Chief of Police in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is earned.

ARTICLE 20

UNIFORM ALLOWANCE

Section 1. (a) **Clothing Allowance.** Each full-time employee, in addition to his/her regular compensation, shall receive an annual allowance toward the purchase of regularly prescribed uniform. Such allowance shall be a maximum of Four Hundred Dollars (\$400.00) in any 12-month period, except that the maximum allowance for all new appointees during their first year

of service shall be in such amount as is approved by the Chief of Police or his designee to provide sufficient adequate uniforms and equipment, but shall include five long-sleeved shirts, five short-sleeved shirts, and five pairs of uniform pants. All such uniforms shall be purchased by the employee who shall present to the Chief of Police or his designee a proper receipt of such expenditures. The uniform allowance shall be paid by check issued to the employee and distributed to the Chief of Police or his designee in the amount of Two Hundred Dollars (\$200.00) on April 15th, and Two Hundred Dollars (\$200.00) on October 15th of each year. Distribution of the checks shall be made by the Chief of Police or his designee to the employees upon presentation to the Chief of Police or his designee of the above-required receipts. The Chief of Police or his designee shall collect all such receipts and forward them to the Director of Finance.

(b) **Maintenance Allowance**. Each full-time employee shall, in addition to the above, receive an annual maintenance allowance of Four Hundred Fifty Dollars (\$450.00) per year for cleaning of such uniforms. Maintenance allowance shall be issued to the employee and distributed by the Chief of Police or his designee in equal amounts on April 15th and October 15th of each year.

Section 2. Any employee incurring damage or destruction to any personal equipment, clothing or gear, in the performance of his/her official duty shall be entitled to reimbursement from the Employer upon presentation of a claim to the Chief of Police or his designee with satisfactory proof thereof.

Section 3. **Reimbursement of Clothing Allowance.** Any uniforms or equipment paid for by the Employer pursuant to this provision shall be and remain the property of the Employer during an employee's probationary period. Upon receiving a permanent appointment, such uniform or equipment shall become the property of the employee. All probationary employees who do not receive a permanent appointment or leave the Employer during the probationary period shall return to the Employer all uniforms and equipment paid for by the Employer.

ARTICLE 21

HOLIDAYS

Section 1. All full-time employees shall receive the following paid holidays considered as active time worked for the purpose of overtime:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Personal Days (2)

If any of the aforementioned holidays fall on a Saturday, the previous Friday shall be observed as a holiday period. If any of the aforementioned holidays fall on a Sunday, the following Monday shall be observed as a holiday period.

ARTICLE 22

VACATIONS

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

After one (1) yr. continuous full-time service	2 weeks
After six (6) yrs. continuous full-time service	3 weeks
After twelve (12) yrs. continuous full-time service	4 weeks
After seventeen (17) yrs. full-time continuous service	5 weeks

Section 2: Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time. Vacation time shall be taken at a time approved by the Employer. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his/her vacation time to another Bedford Heights

department should he/she elect such a transfer. Vacation time will be computed via hours earned.

Section 3. Any employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time.

ARTICLE 23

HOSPITALIZATION AND LIFE INSURANCE

Section 1. (a) The Employer will make available group insurance benefits to the Bargaining Unit members through Medical Mutual, or equivalent benefits provided by another carrier consistent with the health care plan attached hereto as Exhibits "A" and "B". (See attached plan descriptions effective 01/01/11.) Effective 01/01/11 all employees shall contribute eight percent (8%) of the premium for family health insurance and eight percent (8%) of the premium for single health insurance. All employees shall contribute towards the premium for either single or family health insurance; however, employee contributions shall not exceed ninety dollars (\$90.00) per month. In addition, employees will be required to co-pay fifteen dollars (\$15.00) per visit as outlined in the attached schedules.

The Employer shall create a Section 125 plan which will permit the Employer to make contributions on a pre-tax basis.

(b) Newly-hired employees will be provided group insurance benefits upon completion of their insurance enrollment period or a period of three (3) months of continuous active service, whichever comes first.

(c) The Employer will provide to all eligible Bargaining Unit members a Health Care Benefit Plan, Dental Insurance and Vision Care benefits as described in Exhibits "A" and "B" attached hereto, with contributions as noted therein (or benefits of the same overall level or greater as described in Exhibits "A" and "B" provided by other carriers). As part of the above-described health care plan, the Employer will provide a prescription drug program with a co-payment of ten dollars, twenty dollars and thirty dollars (\$10.00/\$20.00/\$30.00) for orders or refills of Generic Drugs/Brand-Name Drugs/or Formulary Drugs, respectively, as described in Exhibit "C".

Section 2. **Life Insurance.** The Employer shall provide a term life insurance policy, with a face value of \$20,000.00, to each employee. An employee, at his/her own cost, may request an additional \$20,000.00 of life insurance coverage, provided the employee authorizes a payroll deduction to cover the premium of the additional life insurance coverage.

ARTICLE 24

SICK LEAVE AND OTHER LEAVES

Section 1. Each full-time member of the Bargaining Unit shall be entitled to sick leave of four and six-tenths (4.6) hours for each completed eighty (80) hours worked. Employees may use sick leave, upon approval of the Chief or his designee, for absence due to illness, injury, or exposure to a contagious disease which could be communicated to other employees.

Section 2. When sick leave is used, it shall be deducted from employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The Chief or other responsible administrative officer shall require the employee to furnish a qualified affidavit that his/her absence was caused by illness due to any of the causes mentioned in this section, if such absence was in excess of three (3) days or for a lesser period of time, if the Chief or his designee feels that such affidavit is necessary to prevent abuse of the provisions of this Article. The Employer reserves the right to require each employee applying for sick leave to be examined by a doctor named by the Employer to ascertain the nature and extent of illness claimed. Employees abusing the provisions of this Article are subject to discipline, up to and including discharge.

Section 3. Each full-time member of the Bargaining Unit shall be entitled to sick leave of four and six-tenths (4.6) hours for each completed eighty (80) hours of service. Sick leave shall not be counted towards completed hours of service under this section or any other section of this Contract pertaining to sick leave. Unused sick leave shall be cumulative without limit for sick leave purposes. The previously accumulated sick leave of an employee who has been separated from the public service of the Employer may be placed to his/her credit upon his/her re-employment by the Employer, upon approval of the Mayor.

Section 4. Effective January 1, 2011, each member of the Bargaining Unit with ten or more years of service at the time of separation (i.e., retirement, layoff, death, dismissal or resignation) shall receive pay for unused sick leave based upon his or her rate of pay at the time of separation for one-half of his or her accrued but unused sick leave. Such payment shall be made only once to any employee upon separation

Section 5. For purposes of compensation under this provision, hourly rate of pay shall be defined as an employee's actual base rate excluding all other wage tied benefits.

Section 6. Twelve (12) hours of compensatory time shall be accrued by every bargaining unit member for each six-month period without using sick time.

Section 7. **Bereavement Leave.**

(a) When the use of bereavement leave is due to the death of an immediate family member, "Immediate family" shall be defined to include the employee's spouse, mother, father, children, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandchildren and grandparents, significant other and 1st generation aunts and uncles. Upon a request by the employee, he/she will be excused for up to three (3) consecutive days off or five (5) consecutive days off if the funeral is out of town of at least 250 miles which will include the day of the funeral, provided it is attended by the employee. Said employee will receive the normal rate of pay.

Section 8. **Jury Duty.** An employee, while serving upon a jury in any court of record, shall be paid at his/her regular salary rate for each of his/her work days during the period of time so served.

Section 9. **Military Leave.** Employees shall be granted leaves of absence for military duty in accordance with federal and state law. In the case of a declared war, the Employer

shall pay the difference between the employee's pay with the Employer and his or her military pay.

Section 10. **Leave Without Pay.** Leaves of absence for good reasons without pay may be granted at the sole discretion of the Chief and the Mayor.

Section 11. **Injury Leave.** An employee who is disabled as a result of the performance of duties as a full-time employee of the Employer (including training), 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 Employer 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 Safety Director within ten (10) days of the date of injury. The Safety Director 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 Employer, 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 Safety Director and the claimant, and whose report shall be final. Each party shall pay one-half (1/2) of such examination expense.

(c) Should the attending physician and the examining physician of the Employer 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 Employer 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 Employer pursuant to this section.

(e) Line of duty injury leave shall not reduce an employee's accumulated sick time.

Section 12. **Maternity Leaves.** Each female employee of the Employer shall be notified that it is the policy of the City of Bedford Heights to treat maternity-related matters in accordance with the Family Medical Leave Act.

ARTICLE 25

LAYOFFS/RE-CALLS/RETIREMENT

Section 1. In the event of a layoff or job abolishment situation, all part-time employees assisting Bargaining Unit members in the performance of their work shall be laid off first and members of the Bargaining Unit will be laid off in accordance with their departmental seniority (last hired, first laid off). A member of the Bargaining Unit who is laid off shall be given at least a fourteen (14) day notice prior to said layoff. A member of the Bargaining Unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

Section 2. A recall from layoff will be based upon departmental seniority (last laid off, first recalled). Any layoff which the Employer deems necessary in accordance with O.R.C. 124 shall be a management right. However, should a full-time Bargaining Unit member be laid off, he/she shall have the right to displace a part-time employee. Should employment

conditions improve, the displaced full-time Bargaining Unit member shall be returned to full-time status.

Section 3. If an employee is eligible to receive vacation, holiday, longevity or any other pay normally received in the course of employment, which also includes pro rata pay due for the current year at the current rate of pay in accordance with the applicable provisions of the ordinance of the Employer, it shall be paid to the employee or in the event of death, to the employee's estate.

ARTICLE 26

MISCELLANEOUS

Section 1. **Printing and Supplying.** This Agreement and any future Agreement shall be supplied to each employee by the Employer at no cost to the employee.

ARTICLE 27

PERSONNEL FILES

Section 1. Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining Unit members shall have access to their records including training, attendance and payroll records as well as those records maintained as personnel file records.

Section 2. Every Bargaining Unit member shall be allowed to review the contents of his/her personnel file at

reasonable times upon written request except that any Bargaining Unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit member.

Section 3. All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Chief of Police or his designee. The affected Bargaining Unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any Bargaining Unit member's personnel file.

ARTICLE 28

LABOR MANAGEMENT AND SAFETY COMMITTEE

Section 1. The Labor Management and Safety Committee shall consist of the Employer or its designee, the Chief of Police or his/her designee, a member of the Bargaining Unit, and the Union Representative, if needed. It is mutually agreed that this committee shall meet on a quarterly basis or as mutually agreed, after a written request from either party for the purpose. The parties will discuss pending issues and to promote

a more harmonious labor/management relationship and to discuss ways to improve efficiency within the department. The Employer and the FOP/OLC shall comply with all applicable federal and state laws, rules, and regulations with regard to safety.

ARTICLE 29

CONFLICT WITH LAW AND SEPARABILITY

Section 1. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term. The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

ARTICLE 30

DURATION

Section 1. This Agreement shall become effective the first day of January 2011 and shall remain in full force and effect through the last day of December 2013. Any amendments to this Agreement, to be binding on the parties hereto, shall be

written, signed by the parties and attached to an original, executed copy.

Section 2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 23rd day of September 2011.

CITY OF BEDFORD HEIGHTS

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL

By: Fletcher Berger
Mayor Fletcher D. Berger

By: Lisa Mackerty
Lisa Mackerty

By: Kenneth A. Schuman
Kenneth A. Schuman
Labor Counsel

By: Otto J. Holm, Jr.
Otto J. Holm, Jr.

Approved:

By: Ross S. Cirincione
Ross S. Cirincione
Director of Law



City of Bedford Hts.
SuperMed Plus
Effective 3-1-2011



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26	
Over Aged Child	28	
	Removal upon End of Month	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period (Does not apply to dependents under age 19)	Initial Group Waiver, All Others: 6-9	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	None	\$1,000 / \$2,000
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,500 / \$3,000	\$4,000 / \$8,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$35 copay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	\$15 copay, then 100%	70% after deductible
Surgical Services in Physician's Office	\$15 copay, then 100%	70% after deductible
All Immunizations	100%	70% after deductible
Allergy Testing and Treatment	100%	70% after deductible
Therapeutic Injection and Administration	100%	70% after deductible
Preventative Services		
Routine Physical Exams ²	\$15 copay, then 100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 9) ²	\$15 copay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age 9)	100%	70% after deductible
Routine Vision Exams (including Refraction)	\$15 copay, then 100%	70% after deductible
Routine Hearing Exams	\$15 copay, then 100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Laboratory, X-Rays and Medical Tests (Age 9 and older)	100%	70% after deductible
Routine Endoscopic Services (Age 9 and older)	100%	70% after deductible
Outpatient Services		
Surgical Services (other than a physician's office)	100%	70% after deductible
Diagnostic Services (Laboratory, X-rays and Medical Test)	100%	70% after deductible
Physical/Occupational Therapy – Facility and Professional (20 visits each per benefit period)	\$15 copay, then 100%	70% after deductible
Chiropractic Therapy – Professional Only (24 visits per benefit period)	\$15 copay, then 100%	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	\$15 copay, then 100%	70% after deductible
Cardiac Rehabilitation-Facility(36 visits per benefit period)	\$15 copay, then 100%	70% after deductible
Pulmonary Rehabilitation-Facility(20 visits per benefit period)	\$15 copay, then 100%	70% after deductible
Emergency use of an Emergency Room ^{4,5}	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room ^{4,5,6}	\$75 copay, then 100%	\$75 copay, then 70%
Inpatient Facility		
Semi-Private Room and Board	\$250 copay, then 100%	70% after deductible
Diagnostic Services (Laboratory, X-Rays and Medical Test)	100%	70% after deductible
Professional Services	100%	70% after deductible
Maternity	\$250 copay, then 100%	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Skilled Nursing Facility (180 days per benefit period)	100%	70% after deductible
Inpatient Rehabilitation (180 days per benefit period)	100%	70% after deductible
Additional Services		
Ambulance		100%
Dental Services – Oral Accident		100%
Durable Medical Equipment including Prosthetics Appliances and Orthotic Devices	100%	70% after deductible
Home Healthcare (60 visit limit per benefit period)	100%	70% after deductible
Hospice (360 day Lifetime Maximum)	100%	70% after deductible
Organ Transplants	100%	70% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Private Duty Nursing	Not Covered	Not Covered
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.

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

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

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

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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

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

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

⁵Copay waived if admitted.

⁶The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



City of Bedford Heights
Traditional Dental
With Orthodontia (with Dentemax)
3-1-2011



Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	Same as Medical
Benefit Period Maximum (per member)	\$1,500
Benefit Period Deductible (single / family) ¹	\$50 / \$150
Orthodontic Lifetime Maximum (per eligible dependent up to age 19)	\$1,000
Preventive Services	
Oral Exams – two per benefit period	100%
Bite Wing X-Rays – one set per benefit period	100%
Diagnostic X-Rays – including Full Mouth/Panorex, which are limited to one every 36 consecutive months	100%
Prophylaxis (cleaning) – two per benefit period	100%
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100%
Sealants – one every rolling 36 months per tooth up to age 14	100%
Space Maintainers- limited to eligible dependents up to age 19	100%
Essential Services	
Consultations and Other Exams by Specialist	80% after deductible
Emergency Palliative Treatment – includes emergency oral exam	80% after deductible
Minor Restorative Services	80% after deductible
Endodontics/Pulp Services	80% after deductible
Periodontal Services	80% after deductible
Repairs, Relines & Adjustments of Prosthetics	80% after deductible
Simple Extractions	80% after deductible
Impactions	80% after deductible
Minor Oral Surgery Services	80% after deductible
General Anesthesia	80% after deductible
Complex Services	
Gold Foil Restoration	50% after deductible
Inlays, Onlays – one every five years	50% after deductible
Crowns – one every five years	50% after deductible
Bridgework (Pontics & Abutments) – one every five years	50% after deductible
Partial and Complete Dentures – one every five years	50% after deductible

Benefits	
Orthodontic Services	
Orthodontic Diagnostic Services	50%
Minor Treatment for Tooth Guidance	50%
Minor Treatment for Harmful Habits	50%
Interceptive Orthodontic Treatment	50%
Comprehensive Orthodontic Treatment	50%

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

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

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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



**City of Bedford Hts.
Prescription Drug Program¹
Effective 3-1-2011**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as medical	
Formulary Retail Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$30	30
Diabetic Supplies ²	\$0	30
Formulary Mail Order Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$25	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$75	90
Diabetic Supplies ²	\$0	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.

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, meters or glucoWatch

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

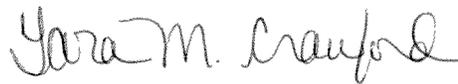
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 10-MED-09-1149
EMPLOYEE ORGANIZATION,	}	(Clerks & Secretaries)
	}	
and,	}	
	}	
CITY OF BEDFORD HEIGHTS,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Fletcher Berger
fletcherb@bedfordheights.gov