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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BEDFORD

AND

FRATERNAL ORDER OF POLICE
GEORGE MURRAY LODGE NO. 67

PATROLMAN

TERM OF AGREEMENT: JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

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I. INTRODUCTION

This Collective Bargaining Agreement (hereinafter called "Agreement"), entered into as of this **1st day of January, 2011**, by and between the City of Bedford, Ohio (hereinafter called "Employer" or "City") and the Fraternal Order of Police, George Murray Lodge No. 67 (hereinafter the FOPGM).

II. TERM

The terms and provisions of this Agreement as outlined hereinafter shall become fully effective and operative on **January 1, 2011**, at 12:01 a.m. and shall terminate **December 31, 2013**, at 12:00 midnight.

III. RECOGNITION

1. The Employer hereby recognizes F.O.P. George Murray Lodge as the sole and exclusive bargaining representative for purposes of negotiating wages, hours, and all other terms and conditions of employment for the following described bargaining units of the Bedford Police Department.
   a. Unit One - shall consist of all full time patrolmen, patrol officers, and detectives below the rank of sergeant exclusive of all other police department personnel.
   b. Unit Two - shall consist of all full time sergeants and lieutenants exclusive of all officers below the rank of sergeant and all other police department personnel.

IV. GOALS

1. The purpose of this Agreement is to promote and aspire toward the following jointly acknowledged goals of the City and the FOPGM.
   a. Ensuring the protection and safety of the residents of the City of Bedford.
   b. Establishing and maintaining a good working relationship between the City and the FOPGM.

c. Defining the rights and responsibilities of the respective parties to this Agreement.

d. Promoting an atmosphere of openness within the Bedford Police Department so that existing or potential problems may be promptly discovered and resolved to the mutual benefit of the parties hereto.

V. FOP DUES

1. For the duration of this Agreement, the City shall deduct the standard FOPGM monthly dues from the wages of employees, provided the employees have executed voluntary deduction authorization forms. A change in the amount of dues will not require that an employee sign a new authorization card.
2. All other fees and assessments charged by the FOP on to its members other than the regular monthly dues, shall be collected directly by the FOP.
3. The FOP shall defend, indemnify, and save harmless the City against any and all expenses (including attorney fees) from any and all claims made upon or suits instituted against the City arising out of any action of the City taken pursuant to the provisions of this Article for dues deduction.
4. The employer shall deduct said amounts in the first pay period of the applicable month for which the employee receives pay.
5. The employer shall submit a check payable to the FOP in the amount of the total dues withheld together with an itemized statement of the deductions to the FOP within 30 days after said deductions are made.

VI. AGENCY SHOP

1. All members of the bargaining unit as defined in III.1 shall be required to do one of the following:
   a. Maintain membership in the FOPGM.
   b. Pay an agency fee to the FOPGM in an amount not to exceed the standard monthly dues fee, in accordance with Section 4117.09 of the Ohio Revised Code.

VII. NO STRIKE - NO LOCKOUT

1. The FOP and all Employees agree that they will not engage in, initiate, authorize, sanction, ratify, or support any strike, slow down, stay-in, sick out ("blue flu"), or other curtailment or restriction of City police services or interference with other City work, including any sympathy strike or the honoring of any picket line, including that of the FOP, whether or not authorized by the FOP, during the life of this Agreement. In addition, the FOP and all Employees agree that during the life of this Agreement, they will not hinder or interfere with any members of the public, suppliers, subcontractors, or others having business with the City. During the life of this agreement, the City shall not lockout department employees.
2. The City shall be under no obligation to process any grievance nor to meet with FOP representatives concerning matters relating to wages, hours, or conditions of employment while any such illegal and improper activity is going on.
3. Any employee engaging in any of the foregoing conduct during the life of this Agreement shall be subject to disciplinary action by the City, up to and including discharge.
4. Upon notice by the City of any such unlawful job action, the FOP and the officer thereof shall:
   a. Promptly and publicly denounce such activity as unauthorized.
   b. Promptly notify employees involved that they must immediately terminate such unauthorized activity and that there will be no processing or discussion on their basis for such activity prior to their compliance.
   c. Make such notice public by posting copies on the bulletin board or by such other reasonable means as will be effective in making the information public, including delivery of a copy to the City with permission to publicize.
5. The provisions of this Article shall apply in addition to any statutory, administrative, or common law restrictions on the right of employees to engage in any such activity and the rights or remedies of the City regarding employees who engage in such activity.

VIII. MANAGEMENT RIGHTS

1. The FOP and the City acknowledge, and the City shall retain, the City's inherent right and responsibility to govern, operate, control, and manage the City including, without limitation, the right and responsibility as set forth in Ohio Revised Code Section 4117.08 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 public 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 layoff, 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 public employers a governmental unit.
2. Nothing in this Agreement nor any past practice or course of conduct by the City shall be construed to restrict those rights and responsibilities. The FOP and the City further acknowledge that the inclusion of this Article in this Agreement shall not be deemed to require the City to bargain collectively at any future time regarding the provisions of this Article.

IX. EMPLOYEE RIGHTS

1. In addition to all the rights and benefits conferred upon the Employees under the other terms and provisions of this Agreement, each employee has the right to the following:
   a. To review any personnel file of said employee maintained by the City during regular business hours and to have a representative of the FOPGM present during said review.
   b. The presence of an FOPGM representative at all disciplinary proceedings.
   c. The expungement of all disciplinary actions more than three (3) years old upon employees request. However, any documents pertaining to expunged disciplinary proceedings may be retained by the City in a separate file and released to third parties only by court order.

X. SALARY

1. Effective with the first complete pay period in **January 2011**, the salaries in effect shall be in accordance with Schedule A attached hereto.

XI. RANK DIFFERENTIAL

1. There shall exist between the ranks of Patrolman and Sergeant a 12 percent rank differential in base pay, excluding longevity pay. There shall exist between the ranks of Sergeant and Lieutenant a 12 percent rank differential in base pay, excluding longevity pay.

XII. LONGEVITY

1. In addition to base salary and rank and shift differentials, the employer will pay employees longevity pay for all hours worked in accordance with the following schedules:

YEARS OF SERVICE	% OF BASE PAY
5-10	1 1/2%
10-15	3%
15-20	5%
More than 20	7%

XIII. SHIFT DIFFERENTIAL

1. Employees, in addition to base pay, longevity, and rank differential, shall receive a shift differential of $1.25 per hour for every hour actually worked on the 7:00 p.m. to 7:00 a.m. shift commencing on the first full payment in August 2008. Detectives will receive $0.90 per hour for every hour actually worked on the afternoon shift.
2. Commencing January 1, 2010, employees, in addition to base pay, longevity, and rank differential, shall receive a shift differential of $1.35 per hour for every hour actually worked on the 7:00 p.m. to 7:00 a.m. shift. Detectives will receive $1.00 per hour for every hour actually worked on the afternoon shift.

XIV. DUTY HOURS

1. A full time employee is defined as any person who is hired to work and who works regularly 2,080 or more hours per year (including allowed paid time off). A part time employee is defined as any person who is hired to work regularly fewer than 2,080 hours per year.
2. The normal work week shall be based on a 28 day schedule with twelve (12) fixed twelve (12) hour days and two (2) fixed eight (8) hour days. The work week commences at 12:01 a.m. on Monday, and terminates at 12:00 midnight on Sunday. The shift assignments and days off for employees shall be rotated every 28 days in a manner mutually agreeable to the City and the FOPGM.
3. Nothing contained in this Agreement shall be construed to constitute a guaranty of hours of work per day, per week, or per year.

4. The Detective Bureau will work a five (5) day eight (8) hour (8:00 a.m. to 4:00 p.m.) dayshift and a four (4) day ten (10) hour afternoon plan. The afternoon shift will work four (4) days a week, ten (10) hours per day (80 hours in a pay period), 12:00 p.m. to 10:00 p.m. as assigned by the Detective Bureau officer in charge. The work week is consistent with number two above.

XV. PROBATIONARY PERIOD

1. During the first eighteen (18) months of employment with the City, an employee shall be considered probationary. Probationary employees shall be subject to discipline and/or discharge at the City's discretion at any time.
2. An employee whose probationary period is interrupted by absence for five (5) consecutive workdays or more due to layoff, participation in a work stoppage, or any reason other than a duty related injury, sick leave, funeral leave, jury duty, vacation, compensatory time, or other time off as allowed herein, shall recommence his probation period on the date of return to work which shall be considered his first day of last hire for all purposes under this Agreement.
3. An employee who is promoted to a higher job classification shall serve a probationary period of twelve (12) months in such classification during which the employee may be demoted to his former job classification at the sole discretion of the City.

XVI. OVERTIME

1. All employees working a 12 hour shift shall be compensated for work performed in excess of twelve (12) hours per day at a rate of one and one-half (1 1/2) times the employees regular hourly base rate. Unless otherwise stipulated in this agreement, only hours actually worked by an employee shall be counted for the purpose of calculating overtime pay. When working an eight (8) hour shift, the employee shall be compensated as stated above after the scheduled eight

hours worked. Detectives assigned to a eight (8) hour shift shall be compensated for work performed in excess of eight (8) hours per day at a rate of one and one half (1 1/2) times the employees regular hourly base rate.

2. Employees shall receive time off compensation at a rate of time and one-half (1 1/2) for in-house, in-service training programs sponsored by the City, up to a maximum of fifty (50) hours per year.
3. Employees called into work or appearing in court on behalf of the employer shall receive compensation for their actual time spent or three (3) hours, whichever is greater, at a rate of one and one-half (1 ½) times their regular hourly base rate. Employees who work their entire scheduled nightshift before a scheduled court appearance shall receive compensation for their actual time spent or four (4) hours, whichever is greater, at a rate of one and one-half (1 ½) times their regular hourly base rate.
4. Off duty employees required to be "on-call" and available for court appearances or other duty shall receive compensation for the time "on-call" at a rate of one and one-half (1 1/2) times their regular hourly base rate. Employees scheduled for a court appearance will receive two (2) hours at the rate of one and one-half (1 ½) times their regular base rate in the event the court case is cancelled and the employee is not notified prior to 8am the day the court case is scheduled.
5. Up to sixteen (16) hours of compensatory time (Preferred Pick) may be exercised at any time provided the employer is given a minimum twenty-four (24) hour notice and there is no emergency or designated situation. **Preferred picks may be taken on a holiday and shall solely be compensated at the rate of one and one-half times (1½) the employee's hourly base rate. No compensatory time will be earned for preferred picks on holidays.** Time exercised will be taken at two (2), four (4), eight (8), or twelve (12) hour increments.
6. **Field training officers shall receive four (4) hours of overtime and two (2) hours of compensatory time for each week they are actually engaged in training recruits.**

XVII. HOLIDAYS

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

   a. New Years Day
   b. Martin Luther King Day
   c. President's Day
   d. Good Friday
   e. Easter
   f. Memorial Day
   g. July 4th
   h. Labor Day
   i. Veteran's Day
   j. Thanksgiving
   k. Christmas Eve
   l. Christmas Day
   m. New Year's Eve

   In addition, each employee is entitled to holidays for Lincoln's Birthday, Washington's Birthday and Columbus Day. These three days shall be paid at the employee's regular hourly rate.

2. Any holidays as deemed by the City Manager of Bedford, Governor of the State of Ohio, or President of the United States during the duration of this Agreement, shall be added to the aforementioned list.

3. The pay due for the aforementioned holiday will be equivalent to a working days pay for off duty employees. On duty employees shall receive compensation in the form of premium pay at one and one-half (1 1/2) times the hourly base rate, and straight compensatory time up to eight hours.

   In the event an employee is on duty during one of the aforementioned holidays and is required to work in excess of twelve, ten or eight hours or an off duty employee is called into work, such employee shall be compensated for any such time at a rate of one and one half times their hourly base rate, and straight compensatory time for the hours worked.

4. **All employees working on Election Day shall be given credit for two hours to vote.** Election Day means any regular, primary, or special election in which the polls are open within the City of Bedford.

5. All Holidays shall be scheduled in accordance with procedures established by the City. Conflicts in Holiday time off shall be resolved on the basis of (1) rank, and (2) seniority for all sworn personnel only.
6. For purposes of this article, the term "calendar year" shall mean the period from January 1 to December 31, inclusive.

XVIII. VACATION

1. All employees will be entitled to paid vacation in accordance with the following schedule:

YEARS OF SERVICE	WEEKS/DAYS OF VACATION
1st to 5th yr. of service	2 weeks as of 1/1 that year
6th to 10th yr. of service	3 weeks
11th to 19th yr. of service	4 weeks
20th of yr. of service	5 weeks
21st yr. of service	5 weeks, 1 day
22nd yr. of service	5 weeks, 2 days
23rd yr. of service	5 weeks, 3 days
24th yr. of service	5 weeks, 4 days
25th yr. of service and thereafter	6 weeks

2. All vacations shall be scheduled in accordance with procedures established by the City. Conflicts in vacation schedules shall be resolved on the basis of (1) rank, and (2) seniority for all sworn personnel only.
3. For purposes of this Article, the term "calendar year" shall mean the period from January 1 to December 31, inclusive.
4. Vacations must be taken by an employee during the eligible calendar year and may not be carried over until the next calendar year. No employee shall be compensated in cash for any vacation period not taken. The intent of this section is to encourage the use of all accrued vacations.

5. Employees leaving the service of the City as a result of a voluntary quit without at least two weeks written notice shall not be entitled to payment for any unused vacation time. All other employees leaving the service of the City shall be entitled to payment for unused accrued vacation time. There shall be no proration of vacation time not fully accrued as set forth in Section 1 of this Article.

XIX. SICK LEAVE

1. Sick leave is defined as an absence necessitated by a non-work related illness or injury to the employee, or an illness or injury to an immediate family member. **Immediate family member shall be defined as a spouse, child, parent, brother, sister or any other relative residing with the employee.**
2. All full time employees shall accumulate sick leave at a rate of 10 hours per month, up to 120 hours per year, up to a maximum of 960 total hours.
3. After 960 hours of sick leave have accumulated, additional sick leave days accumulated shall be given to the employee at a 50 percent pay rate.
4. Paid sick leave may be taken and payment for sick leave shall be made only in accordance with the provisions of this Agreement. Except as expressly provided herein, employees shall forfeit all rights to paid sick leave upon leaving the service of the City for any reason.
5. For purposes of Section 3, the calendar year for determining accumulated sick leave commences November 1st, and ends October 31st. Any amounts to be paid pursuant to Section 3 shall be paid in the last paycheck in November.
6. Upon death, or bona fide retirement with proper notice, an Employee or his estate shall be entitled to cash payment for accrued unused sick leave up to 480 hours. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Employee.

7. Full days of sick leave used shall be charged against Employees at the rate of twelve, ten or eight hours per day, whichever is applicable. Part days of sick leave used shall be charged at the rate of one hour sick leave for each hour of work or part thereof missed.
8. All sick leave payments shall be based on the employee's regular straight time hourly rate at the time of payment (exclusive of all premium pay and overtime).

XX. FUNERAL LEAVE

1. Each employee will be granted two leaves of absence with pay per calendar year (not to be deducted from employee's sick leave), in the event of the death of a member of the employee's immediate family. For purposes of this section, the immediate family consists of spouse, child, mother, father, sister, brother, uncle, aunt, son-in-law, daughter-in-law, grandchild, grandparents, spouses grandparents, father-in-law, mother-in-law, or other relative residing with employee.
2. In the event the funeral is within 300 miles of the City of Bedford, the employee will be granted 24 hours leave. In the event the funeral is more than 300 miles from the City of Bedford, the employee will be granted 40 hours leave.
3. The aforementioned leave days are not required to be consecutive. In the event the employee's days off fall within the funeral period, the aforementioned leaves may be taken in conjunction with regularly scheduled days off.
4. **All employees requesting funeral leave must submit a death notice with their request for payment to the Chief of Police or his designee.**

XXI. JURY DUTY

1. Any employee who is called for jury duty either by Federal, County or Municipal Court shall receive full compensation for any such period, and return to the City any amounts paid for compensation by such Court.

XXII. UNIFORM ALLOWANCE

1. **Effective January 1, 2011, the annual uniform clothing allowance shall be $1,175.00.**
2. This clothing allowance amount shall be payable in two equal cash payments in January and July of each year.
3. Upon promotion, the employer shall pay for the purchase of clothing as listed in Schedule C, attached. The cost of this purchase shall not be deducted from the employee's annual clothing allowance. The employer will continue to provide body armor as in the past without deducting the cost from an employee's clothing allowance.

XXIII. RETIREMENT AND PENSION

1. An employee who retires is entitled to be paid for all unused vacation in the year in which the employee retires, plus one-half of the employees accumulated sick leave time up to 480 hours. Additionally, the employee shall be entitled to take all unused vacation time prior to the retirement effective date.

XXIV. HOSPITALIZATION

1. **Effective January 1, 2011, the employer will continue to provide and maintain insurance for hospitalization, medical, prescriptions, dental, eye care, in accordance with attached Exhibit A. In 2011, bargaining members shall be required to either choose SuperMed Plus or HMO Health Ohio. Effective January 1, 2012, the employer will continue to provide and maintain insurance for hospitalization, medical, prescriptions, dental, eye care, in accordance with attached Exhibit B. Effective January 1, 2012, HMO Health Ohio shall no longer be a health insurance option for the employee as Medical Mutual is discontinuing this program. Effective January 1, 2013, the City shall be a member of SuperMed Plus and the employer will continue to provide and maintain insurance for hospitalization, medical, prescriptions, dental, eye care, in accordance with attached Exhibit C.**
2. **Effective January 1, 2013, the employer shall create a Section 125 plan which will permit the employee to make health care contributions on a pre-tax basis. Effective January 1, 2013, the employee monthly health care contribution shall be as follows: Single Plan/$52.00, Family Plan/$130.00.**

XXV. LIFE INSURANCE

1. The employer will provide basic life insurance in the amount of $25,000.00 with a double indemnity provision for accidental death and dismemberment. Additionally, the employer will give employees the option to secure additional insurance at their own cost up to $50,000.00.
2. The employer will also give the employee the option of securing life insurance on their spouse and other dependents up to $5,000.00 per person.

XXVI. SENIORITY

1. Seniority shall be determined by the amount of continuous service with the Bedford Police Department.

2. Seniority will be broken and employment shall be terminated for any one of the following reasons:
   a. Discharge.
   b. Voluntary quit.
   c. Failure to report after layoff or leave of absence pursuant to the provisions of this Agreement.
   d. Layoff of any employee of six (6) months or a period longer than his active employment since first day of last hire, whichever period is longer.
3. An employee rehired after a break in seniority shall in every respect be treated as a new employee.
4. In the event it is necessary to layoff employees, the City will determine which job classification(s) will be affected. The City first will layoff probationary employees within such classifications. Next, the City will layoff employees on the basis of seniority, as defined in Section 1 of this Article, in the affected job classification(s).
5. Recalls will be made by seniority as defined in Section 1 of this Article.
6. A recalled employee who does not report for work on the day specified in the notice of recall provided the notification is sent no fewer than three (3) working days prior to the date specified to report to work, shall be considered as a voluntary quit without notice. It shall be the responsibility of employees to keep the City informed on their current address and telephone numbers. The most recent address or telephone number listed in an employee's personnel file shall be presumed to be correct, and notifications made or sent to such an address or telephone number shall be considered properly given.

XXVII. DUTY RELATED INJURIES

1. In the event an employee suffers a duty related injury, the employee shall be entitled to a duty related injury leave, and shall receive full compensation from the City as if the employee was working until such time the employee is able to return to full time duty or is eligible for disability pay.

2. Section 1 shall not preclude any other remedies the employee may have through Worker's Compensation laws or against a third party directly.
3. The City may require an employee claiming a duty related injury under this Section submit to a medical examination. Any such examination shall be performed at the city's expense. Any disputes arising under this Section may be subject to the Arbitration/Grievance Procedure.

XXVIII. GRIEVANCE PROCEDURE

1. This procedure is intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees of the Department. Procedures are to be liberally construed to avoid dismissal of a grievance on technical grounds and a reasonable effort shall be made to resolve a grievance as quickly as possible, considering the grievance and authority of the management representative.
2. The following matters shall constitute a grievance within the system:
   a. The interpretation, or application of a signed labor agreement.
   b. The interpretation, application, or enforcement of Federal or State law; or of the City Charter, Ordinance, personnel policy; Departmental Rules mental Rules and Regulations, policy or procedure.
   c. Unsafe, unhealthy, arbitrary, unreasonable, or inconsistent working conditions.
   d. All other matters not specifically excluded.
3. A grievance may be brought by one or more aggrieved employees who may be represented by a person(s) of their choice, a grievance that affects all employees or all employees of one rank or grade, or concerns interpretation and/or application of the terms of a valid labor agreement, may also be brought by the FOP, and shall be initially submitted to the Chief of Police.

4. Time Limitations.
   a. To be considered valid, a grievance shall be initiated within thirty (30) calendar days of the Employee's knowledge of cause. All further action, by employee or employer shall occur within the next ten (10) working days of those involved, unless otherwise stated. Failure of management to act within the time limits shall be cause for the employee to submit the grievance to the next higher step. Failure of the employee to act within the time limits shall be cause to consider the grievance void. Time limits, except for originating a grievance, may be mutually waived in writing, by the employee and management representative.
   b. A grievance may be referred to the superior next highest in the chair of command, should an immediate superior be predictably absent from duty for at least ten (10) consecutive days, unless the time limits are waived.
5. Management Definitions and Responsibility Rights:
   a. Reference to management representative shall include persons in acting capacities.
   b. Intermediate supervision shall include an employee's shift or unit Supervisor.
   c. Superior officers shall act on grievances, which are within their realm of responsibility, making timely response.
   d. A copy of a written grievance, and response, which resolves same at Step Two (2) or Step Three (3) shall be forwarded to the Chief of Police.
   e. At Step Three (3) and forward, management may interview any or all parties to the grievance.
6. Content Written Grievance and Response.
   a. Written grievances shall contain:
      1. Nature of the grievance.
      2. Facts upon which the Grievance was filed.
      3. Remedy desired.
      4. Signature of employee.
      5. Date grievance submitted.

b. Written response to a grievance shall contain:

1. A decision.
2. Facts upon which the decision is made.
3. Appropriate remedial action taken or recommended, if any.
4. Signature of superior.
5. Date of response.

A written, unresolved grievance, forwarded beyond Step Two (2) may contain additional relevant information.

7. Procedural Steps.

Step (1). An aggrieved employee shall discuss the matter with his immediate superior who shall make an oral, official response.

Step (2). If the grievance is not resolved at Step (1), the Employee shall submit a written grievance to his immediate superior.

Step (3). If the grievance is unresolved at Step (2), all relevant information, including the written grievance and response, shall be submitted to collective, immediate superior within the employee's chain of command.

Step (4). If the grievance is unresolved at Step (3) all relevant information, including the written grievance, with response, shall be submitted to the Chief of Police. Prior to making a determination, the Chief shall hold a meeting with all involved parties relating to the grievance.

Step (5). If the grievance is not resolved at Step (4), the employee may within ten (10) working days of the Chief's response, appeal the grievance to the City Manager, submitting all relevant information. The City Manager, or his designated representative, shall reply, in writing, within ten (10) working days thereafter. Prior to making a determination, the City Manager, shall hold a meeting with all involved parties relating to the grievance. If the employee is not satisfied with the disposition in Step (5), he may proceed to arbitration pursuant to Article XXIX of this Agreement, or pursue Civil Service remedies.

8. Employees involved in a grievance, and their representatives shall be permitted to attend meetings and hearings during regularly scheduled work hours with pay, unless circumstances arise necessitating return to work.

XXIX. ARBITRATION

1. If a grievance remains unresolved after Step 5 in the Grievance procedure, the FOPGM may submit the grievance to arbitration. Notice of intent to arbitrate must be served on the Employer's designated representative within ten (10) days of the final disposition in Step 5. Each party will select one (1) arbitrator, who in turn will select a third arbitrator. The parties may also mutually agree to one (1) arbitrator.
2. The arbitrator's authority shall be limited to interpretation of the specific terms of this Agreement, and they shall have no authority to alter or modify in any way whatsoever the terms of this Agreement.
3. Any such arbitration hearings shall be conducted in accordance with their rules promulgated by the American Arbitration Association.
4. The parties shall be equally responsible for fees charged by the arbitrators.
5. An employee shall be paid his normal wages while attending any such hearings, either as a participant, witness or representative.
6. The decision of the arbitrator will be binding upon the Employer, Employee and FOPGM.
7. An employee may still elect to pursue his remedy through existing Civil Service procedures in lieu of arbitration.

XXX. FUTURE NEGOTIATIONS

1. One Hundred Twenty (120) days before the expiration of this contract, the City and the Union shall begin negotiation and shall negotiate for a period of at least sixty (60) days. After sixty (60) days, either party can demand final and binding arbitration by written notice to the other, of all issues on which they are at impasse in accordance with the following procedures:

a. The parties shall mutually select an arbitrator using the strike-off method from a list of seven (7) arbitrators furnished by the American Arbitration Association.

b. Five (5) days after the arbitrator has been selected, the parties shall submit their final offer on each issue which is at impasse to the arbitrator.

c. The arbitrator may hold hearings, receive evidence or documentation, and call witnesses in accordance with the arbitration rules of the American Arbitration Association.

d. After receiving whatever evidence the parties wish to submit, the arbitrator shall select the final offer of one of the parties on each of the impasse issues and shall issue an award incorporating all of these selected final offers, without modification.

e. In deciding, the arbitrator shall give weight to the following factors:

   1. Past collectively bargained agreements, if any, between the parties.
   2. Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to the public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
   3. The issues and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service.
   4. The lawful authority of the public employer.
   5. The stipulations of the parties.
   6. Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

XXXI. BARGAINING UNIT REPRESENTATIVES

1. Bargaining unit representatives shall be allowed time off to participate in negotiations for this or subsequent agreements without loss of pay, if such negotiations take place while any such representative is assigned to duty. Each bargaining unit representative shall receive 24 hours of comp time for these negotiations for the life of the contract.
2. In addition the FOP is permitted the right to establish a time bank whereby individual officers shall contribute three (3) hours of time annually for use by any elected F.O.P. representative to the office of President, Vice President, Secretary or Treasurer, who are also Bedford police officers. Allocation of time utilization shall be done with approval of FOP representatives who are also employed by the City of Bedford.

XXXII. PENSION DEFERRAL

The City and FOP further agree that, effective as soon as the IRS and the Bedford City Council each approves the plan, the pension payment presently made by each member of the FOP shall become tax deferred for the purposes of Federal income taxes.

XXXIII. EDUCATION, MORALE & WELFARE

The City and FOP further agree that the City shall pay for tuition and books for college courses taken by members at a State or County institution so long as the courses taken are job related and so long as the course is an accredited college course and at least a "C" is earned in the course. The annual maximum amount spent by the City shall not exceed $10,000.00 for the entire department.
For the purpose of this section, job related shall include all required courses and elective courses while pursuing a job related degree.

The City shall provide a sum sufficient for the purpose of purchasing butcher utensils and coffee annually for departmental members.

XXXIV. PROFICIENCY ALLOWANCE

Throughout the term of this agreement all members of the bargaining unit that meet or exceed the State of Ohio Annual Certification O.R.C. §109.801 and §109.803 for police officer qualifications will be given a professional proficiency allowance paid by the City as follows:

2011 - $900

2012 - $950

2013 - $950

Satisfactory qualification will be evidenced by a letter of qualification from the range officer and/or training officer to the employee or the City that each officer has met the requirements as set forth in O.R.C. §109.801 and §109.803.

XXXV. NON DISCRIMINATION

1. Both the City and the FOPGM agree not to discriminate against any employee on the basis of race, religion, sex, color, creed, national origin, age or handicap, or on the basis of union membership or activity.

XXXVI. INTERPRETATION

1. Whenever context requires, words in the singular shall be deemed to include the plural, and words in the masculine or feminine gender shall be deemed to include both genders.
2. The use of headings herein is strictly for convenience and such headings shall not be used in any way to interpret the meaning of the Article.

XXXVII. LAW

1. This agreement shall be construed and interpreted under the laws of the State of Ohio, and specifically, Chapter 4117 of the Ohio Revised Code, and the Section dealing with arbitration.
2. In the event any provision of this Agreement is deemed invalid or unenforceable by subsequent acts, the remaining provisions will remain in full force and effect.

xxxviii. **SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 8th day of November, **2011.**

For the Fraternal Order of Police,
George Murray Lodge No. 67:

BY: _____

BY: _____

For the City of Bedford:

BY: _____

BY: _____

Approved as to legal form:

_____

Robert Phillips, Esq.
General Counsel For F.O.P.
George Murray Lodge #67

Approved as to legal form:

_____

Kenneth Schuman, Esq.
Law Director
City of Bedford

BEDFORD POLICE

2011 (1.%)

RANK	START	6 MOS.	1 YEAR	18 MOS.	2 YEARS	30 MOS.	3 YEARS
Patrolman	$50,165	$52,864	$55,563	$58,263	$60,962	$63,662	$66,361
Hourly Rate	$24.118	$25.415	$26.713	$28.011	$29.309	$30.607	$31.904
Sergeant	$70,343	$74,325					
Hourly Rate	$33.819	$35.733					
Lieutenant	$78,782	$83,242					
Hourly Rate	$37.876	$40.020					

2012 (1.5%)

RANK	START	6 MOS.	1ST YR.	18 MOS.	2 YEARS	30 MOS.	2ND YR.
Patrolman	$50,917	$53,657	$56,397	$59,137	$61,877	$64,617	$67,356
Hourly Rate	$24.479	$25.797	$27.114	$28.431	$29.748	$31.066	$32.383
Sergeant	$71,398	$75,440					
Hourly Rate	$34.326	$36.269					
Lieutenant	$79,964	$84,491					
Hourly Rate	$38.444	$40.620					

2013 (2.%)

RANK	START	6 MOS.	1ST YR.	18 MOS.	2 YEARS	30 MOS.	2ND YR.
Patrolman	51,935	54,730	57,525	60,320	63,114	65,909	68,704
Hourly Rate	$24.969	$26.313	$27.656	$29.000	$30.343	$31.687	$33.031
Sergeant	$72,826	$76,949					
Hourly Rate	$35.013	$36.995					
Lieutenant	$81,563	$86,180					
Hourly Rate	$39.213	$41.433					

SCHEDULE C

City clothing issue for Sergeant promotions:

3 long sleeve shirts with patches, stripes, emblem name

3 short sleeve shirts with patches, stripes, emblem name

1 gold metal band for hat

1 gold metal name plate

1 double breasted blouse with patches, stripes, hash marks

Sergeant stripes and cost to sew on a coat

City clothing issue for Lieutenant promotions:

3 long sleeve shirts with patches, Lieutenant bars, emblem name

3 short sleeve shirts with patches, Lieutenant bars, emblem name

1 Blauer winter jacket with patches, Lieutenant bars, flag

1 double breasted blouse with patched, gold arm bands, hash marks

1 pair of gold metal Lieutenant bars

1 gold cloth band for hat

1 gold metal name plate

CITY OF BEDFORD
SuperMed Plus
Proposed

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

Exhibit A (i)

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

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

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

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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

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

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

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

Exhibit A (2)

MEDICAL MUTUAL

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

HMO Health Ohio

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

Exhibit A(3)

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

Note: Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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

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

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

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

Exhibit A(4)

MEDICAL MUTUAL

CITY OF BEDFORD
Prescription Drug Program[1]
Proposed

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

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

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

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

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

Exhibit A (5)

CITY OF BEDFORD
SuperMed Plus
Proposed

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

Exhibit B (1)

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

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

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

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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

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

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

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

Exhibit B (2)

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

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

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

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

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

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

Exhibit B (3)

CITY OF BEDFORD

SuperMed Plus

(Non Grandfathered)

Effective 1-1-13

Proposed Benefits/Not Necessarily Compliant with HCR

Do Not Distribute to Employees

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

Exhibit C. (1)

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

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

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

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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

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

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

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

Exhibit C(2)

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

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

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

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

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

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

Exhibit C (3)

CITY OF BEDFORD, OHIO

ORDINANCE NO. 8908-11

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

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

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

NOW, THEREFORE,

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

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

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

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

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

Mayor – President of Council

Clerk of Council

PASSED: November 7, 2011