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## **AN AGREEMENT**

**BETWEEN**

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

**AND**



**THE CITY OF INDEPENDENCE**

**(DISPATCHERS)**

**EFFECTIVE: JANUARY 1, 2011**  
**EXPIRES: DECEMBER 31, 2012**

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**ARTICLE 1            PREAMBLE**

1.01            This Agreement is hereby entered into by and between the City of Independence, hereinafter referred to as the City and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the FOP/OLC.

**ARTICLE 2            PURPOSE AND INTENT**

2.01            In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the City now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees, of the City to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens and taxpayers of the City; 4) To avoid interruption or interference with the efficient operation of the City's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3            RECOGNITION**

3.01            The FOP/OLC is recognized as the sole and exclusive representative for negotiating wages, hours and terms and conditions of employment for all Head Office Clerk/Dispatchers and Office Clerk/Dispatchers, excluding all part-time, seasonal, temporary and probationary employees. The City will not recognize for the term of this Agreement any other union or association of employees as the representative for Head Office Clerk/Dispatchers and Office Clerk/Dispatchers within such classifications and holding the position of Head Office Clerk/Dispatcher and Office Clerk/Dispatcher. The term employee as used in this agreement shall mean any employee of the City of Independence who holds the classification of Head Office Clerk/Dispatcher and Office Clerk/Dispatcher.

**ARTICLE 4            GENDER AND PLURAL**

4.01            Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 5            HEADINGS**

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

**ARTICLE 6            NON-DISCRIMINATION**

6.01            The City and the FOP/OLC agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or political affiliation.

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

**ARTICLE 7            MANAGEMENT RIGHTS**

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

- (a)            Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of service, its overall budget, utilization of technology, and organizational structure;
- (b)            Direct, supervise, evaluate, or hire employees;
- (c)            Maintain and improve the efficiency and effectiveness of governmental operations;
- (d)            Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (e)            Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (f)            Determine the adequacy of the work force;
- (g)            Determine the overall mission of the City as a unit of government;
- (h)            Effectively manage the work force;

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

**ARTICLE 8            AGENCY SHOP**

8.01            All employees as defined in Section 3 of this Agreement, shall either (1) maintain their membership in the FOP/OLC, (2) become members of the FOP/OLC, or (3) be required to pay a fair share fee to the FOP/OLC as a condition of continued employment in accordance with the terms of Revised Code Section 4117.09(C). In the event that a fair share fee is to be charged to an employee, the City shall deduct such fee in the manner set forth in Article 9 of this Agreement.

**ARTICLE 9            DUES DEDUCTION**

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

- (a)            The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP/OLC from time to time in accordance with its Constitution and Bylaws. The FOP/OLC shall certify to the City the amounts due and owing from the employees who have submitted the authorization cards referred to in Section .01 above.
- (b)            An employee shall have the right to revoke such authorization by giving written notice to the City and the FOP/OLC during the thirty (30) day period preceding the termination of this Agreement. An employee who revokes such authorization shall revert to a fair share status in accordance with the terms of Ohio Revised Code Section 4117.09(C).
- (c)            The City's obligation to make dues deductions shall terminate automatically upon an employee's transfer to a job classification outside the bargaining unit.
- (d)            The FOP/OLC hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligation under this Article and the FOP/OLC shall indemnify the City for any such liabilities or damages that may arise.

- (e) All members of the bargaining unit shall either become dues paying members of the FOP/OLC or remit a fair share fee to the FOP/OLC upon completion of ninety (90) calendar days of employment in the bargaining unit.

9.02 The City agrees to remit deducted dues and fair share fees directly to the Fraternal Order of Police, Ohio Labor Council, Inc. at such address as set by the FOP/OLC from time to time, on a monthly basis.

## **ARTICLE 10      ASSOCIATION REPRESENTATION**

10.01 The parties recognize that it may be necessary for an employee representative of the FOP/OLC to leave a normal work assignment while acting in the capacity of representative. The FOP/OLC recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The City will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the City requests a representative to be present.

10.02 One (1) designated member of the bargaining unit shall be granted two (2) days of uncompensated leave annually to represent the bargaining unit as a delegate at the Labor Council Annual Conference. The representative shall notify the City thirty (30) days prior to the use of Representative Leave and said leave shall not be unreasonably denied. Although leave shall not be compensated by the City, no deduction of Vacation, Holiday, or Sick Time shall be required. Use of Vacation, Holidays, or Regular Days Off may be taken for Representation Leave at the employee's request.

## **ARTICLE 11      NO STRIKE**

11.01 The City and the FOP/OLC agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of all grievances arising under this Agreement.

11.02 The FOP/OLC and any member of the bargaining unit, for the duration of this Agreement, shall not directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operations of the City. A breach of this Section by an employee shall be proper cause for discharge or other disciplinary action by the City.

11.03 The FOP/OLC and its officers and/or stewards shall at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the no-strike clause.

In the event of a violation of the no-strike clause, the FOP/OLC and its officers and/or stewards shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved by the FOP/OLC. The FOP/OLC and its officers and/or stewards shall advise the employees to return to work immediately.

11.04 The City shall not lock out any employees for the duration of this Agreement.

## **ARTICLE 12**            **EMPLOYEE RIGHTS**

12.01 An employee may request the presence and advice of an FOP/OLC??? representative at investigatory interviews which the employee reasonably believes will result in disciplinary action. A representative shall not be a person who is subject to interrogation as a result of the incident out of which the investigation arose.

12.02 An employee who is to be questioned as a suspect in any investigation of a felony criminal charge against him shall be advised of his constitutional rights before any questioning starts.

12.03 Before an employee may be charged with any violation of the Rules and regulations for a refusal to answer questions, he shall be advised that his refusal to answer such questions will be the basis of a new charge.

12.04 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time will be provided for rest periods and attendance to physical necessities.

12.05 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

12.06 An employee may obtain information from or add information to his personnel file in accordance with Chapter 1347 of the Ohio Revised Code.

12.07 Written reprimands and written records of verbal reprimands that are more than two (2) years old shall not be used against an employee for purposes of progressive discipline nor introduced into any grievance or arbitration hearing.

**ARTICLE 13            DISCIPLINARY PROCEDURES**

13.01            Disciplinary action taken by the City shall be for just cause.

13.02            All non-probationary employees who are suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action.

13.03            Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Chief of Police or his designee and may have a Union representative present if the non-probationary employee so requests.

13.04            In the case of a suspension or a dismissal, a non-probationary employee may immediately file a grievance at Step 2 of the Grievance procedure contained in Article 14 of this Agreement. Such Step 2 hearing shall be held within ten (10) calendar days of the filing of the grievance and be answered within five (5) calendar days of the hearing.

**ARTICLE 14            GRIEVANCE PROCEDURE**

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

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

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

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

Step 3: In the event a grievance is unresolved after Step 2, then within ten (10) days after the rendering of decision at Step 2, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly select an arbitrator from the permanent panel of arbitrators contained in Section 14.07 and will choose one by the alternative strike method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

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

14.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the FOP/OLC, be binding, and any

grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the FOP/OLC to the next level.

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

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

14.06 The FOP/OLC shall submit in writing the name of the employee to act as steward for the purpose of processing grievances as defined in the Grievance Procedure. The City shall be notified in writing of changes of all Officers of the Local and stewards as they occur. These employees shall not be permitted to function as a steward until the FOP/OLC has presented the City with written certification of that person's selection.

14.07 There is hereby created a permanent panel of arbitrators to be used in the resolution of grievances pursuant to this Article. Such arbitrators are: 1) James Mancini; 2) Robert G. Stein; 3) David Pincus; 4) Anna DuVal Smith; and 5) Harry Graham.

## **ARTICLE 15        SENIORITY**

15.01 Seniority is the total service of an employee with the Police Department of the City of Independence. Only full time employment shall be computed toward seniority.

15.02 In matters concerning the consideration of two (2) or more employees among the full time employees on a comparative basis for vacation selection only, said selection shall be awarded on the basis of seniority, should all other factors in the consideration process be equal.

15.03 The probationary status of employees shall be from the date hired as a regular, full-time employee, and shall include all of the formal departmental training time (four (4) months) plus one (1) year of active duty.

## **ARTICLE 16        LAYOFFS**

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

16.02 Whenever there is a reduction in the work force of the employees, part-time employees shall be the first laid off. Layoffs from that point on shall be on the basis of seniority, first hired, last laid off. Recall from a layoff list shall be made of those full-time employees last laid off, first recalled. Recall lists shall remain in effect for two (2) years after layoff.

## **ARTICLE 17 BULLETIN BOARD**

17.01 There shall be established and maintained for the duration of this agreement an FOP/OLC Bulletin Board in the police station. The FOP/OLC Bulletin Board shall be enclosed and locked. Representatives of the FOP/OLC shall retain keys to the bulletin board and only these representatives shall be authorized to post material of interest to FOP/OLC members on same. Bulletin boards will be provided by the City.

17.02 There shall be no posting of material which is scurrilous or defamatory to any other officer, official or employee of the City.

## **ARTICLE 18 HOURS OF WORK**

18.01 The regular working period for all employees covered by this Agreement will be eighty (80) hours in a two (2) week period. It is expressly understood that the scheduling of employees within such two (2) week periods is a management right.

## **ARTICLE 19 OVERTIME**

19.01 For any hours over and above the regular forty (40) hour in a one (1) week period, employees covered by this Agreement shall be compensated at the one and one-half (1 1/2) times the regular hourly rate.

19.02 Whenever approved by the Police Chief employees appearing in court on behalf of the City during non-scheduled work time shall be paid a minimum of four (4) hours and may be paid at the normal overtime rate if such hours otherwise qualify as overtime as defined in Section 1 hereof.

19.03 Any full-time employee in an off duty status who is ordered to report for work and so reports shall be paid a minimum of four (4) hours or actual time worked, whichever is greater. Such time shall be paid at the normal overtime rate if it otherwise complies with the requirements of Article 19.01 hereof.

19.04 Overtime is to be computed in fifteen (15) minute increments.

19.05 For the purposes of overtime computation, longevity compensation shall be included in the base rate for such computation. All other hours paid, but not worked, excluding holidays and vacation, shall be excluded from the computation of overtime.

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

## **ARTICLE 20        VACATIONS**

20.01 All employees shall be entitled to the following hours vacation with pay, per year, based on the following schedule of years of full-time service from employees starting date:

(a)	One (1) full year	40 hours
(b)	Two (2) full years	80 hours
(c)	Five (5) full years	120 hours
(d)	Ten (10) full years	160 hours
(e)	Twenty (20) full years	200 hours

20.02 Hours of vacation are not cumulative and only apply and should be taken during the employee's anniversary year in which they become due. Compensation for unused vacation hours shall be paid only upon the approval of the Police Chief and in accordance with the provisions set forth in Article 22 hereof, and when so approved unused vacation hours shall be paid at the employee's regular hourly rate.

20.03 Vacation time shall be taken at a time approved of by the Police Chief.

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

20.05 Any employee who quits, is terminated, laid off, dies, retires, or in any way separates his employment is entitled only to the pro-rata share of vacation time earned in the calendar year when the separation from service occurs.

20.06 Any employee who has accumulated time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who is employed by the City of Independence shall not be credited for such prior public service time for the purpose of determining the level of vacation benefits which she is entitled to receive from the City.

**ARTICLE 21            HOLIDAYS**

21.01            Every employee shall be entitled to a day off with regular pay for the following holidays:

- |                        |                           |
|------------------------|---------------------------|
| New Year's Day         | Labor Day                 |
| Martin Luther King Day | Thanksgiving Day          |
| President's Day        | Friday after Thanksgiving |
| Memorial Day           | Christmas Day             |
| Independence Day       | Employee's Birthday       |

If an employee separates his employment during the calendar year, all holiday time for those holidays not yet occurring at the time of separation of employment shall be returned to the City through crediting any time banks or through automatic payroll deduction.

21.02            At the discretion and with the approval of the Police Chief or the Chief's designee, each employee may annually take one (1) personal day off, as a holiday, with regular pay if the Police Chief or the Chief's designee finds that the absence of the employee will not impair minimum manning standards nor impose overtime or other additional costs upon the City, and that the services of the employee are not otherwise required. The Police Chief or the Chief's designee shall exercise such discretion in good faith, and such approval shall not unreasonably be withheld.

21.03            Should a full-time employee be required to work on Thanksgiving Day, Memorial Day, Independence Day, Labor Day, Christmas Day or New Year's Day, then that employee will be compensated at one and one-half (1 1/2) times their normal rate of pay. Compensation for unused holidays shall be paid only upon the approval of the Chief, and in accordance with the provisions set forth in Article 22.

21.04            There shall be no pyramiding of premium pays or hours.

**ARTICLE 22            UNUSED VACATION DAYS AND HOLIDAYS**

22.01            Compensation for unused vacation days and holidays when authorized pursuant to Section 2 of Articles 20 and 21 and not to exceed forty (40) hours, shall be paid only once a year and only after the approval by the Police Chief. If the Police Chief has approved compensation for unused vacation days and holidays for employees under his jurisdiction, the Police Chief shall submit a list of said employees, and the number of days of pay involved for each employee to the Finance Director by December 31<sup>st</sup> of each year. Payment shall be made by the Finance Director during January of the following year.

**ARTICLE 23**

**FAMILY MEDICAL LEAVE**

23.01

- A. Employees who qualify for FMLA leave must utilize all available paid leave, except eighty (80) hours of the employee's choice of all available paid leave (accumulated sick leave, vacation, and/or holiday time), before any unpaid time will be allocated toward the twelve (12) week annual total paid and unpaid leave allowed.
- B. For purposes of calculation, the City will utilize the "rolling" year, measured backwards from when FMLA leave is first utilized.

**ARTICLE 24**

**SICK LEAVE**

24.01 Every employee shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours paid, except sick leave and injury leave, and may accumulate such sick leave to an unlimited amount. He/she shall be allowed the same compensation on sick leave as if actually employed. Sick leave for paternity purposes shall not be used in excess of forty (40) hours per birth and shall not be deducted from sick leave.

24.02 The sick leave herein provided for shall apply to scheduled work time only.

24.03 The sick leave herein provided for shall be cumulative without limit. "Cumulative" means the accumulation of all unused sick leave for any number of years.

24.04 Employees, at the time of retirement from active full-time service with the City, and with ten (10) or more years of continuous service with the City, shall be paid in cash for one-third (1/3) of the employee's accrued but unused sick leave, up to a maximum accrual of nine-hundred sixty (960) hours or a total of three-hundred twenty (320) hours. The dollar value of a sick day shall be based on (a) employee's annual salary at time of retirement and (b) a work year of fifty-two (52) weeks and forty (40) hours per week. For this calculation paid vacation days and holidays are considered work hours. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the City only once to any employee during his lifetime. This section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein.

24.05 No continuous sick leave in excess of two (2) tours of duty shall be allowed except upon certificate of a licensed physician to be filed with the Police Chief. The certificate shall state the nature of illness and the probable length thereof. Additional certificates may be required by the Police Chief for prolonged illnesses.

24.06 Sick leave shall be granted for absences from duty because of illness, injury, disease, exposure to contagious disease, or attendance upon members of the immediate family whose serious illness requires the care of such employee. Immediate family shall mean the father, mother, sister, brother, wife, husband, or children related either by blood or marriage to the employee and who are residing with the employee.

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

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

24.09 Employees hired by the City of Independence who have accumulated sick leave from public service with the State of Ohio or any other political subdivision of the State, shall not be credited with such accumulated sick leave when hired by the City.

24.10 The following sick leave incentive shall be suspended for the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> quarters of calendar year 2011. Effective January 1, 2012, sick leave incentive shall be paid in accordance with these guidelines. If an employee does not utilize any of his sick leave within a three month period, i.e., January 1<sup>st</sup> through March 31<sup>st</sup>; April 1<sup>st</sup> through June 30<sup>th</sup>; July 1<sup>st</sup> through September 30<sup>th</sup>; or October 1<sup>st</sup> through December 31<sup>st</sup> he shall be paid a bonus of three hundred seventy-five dollars (\$375.00) at the end of that three month pay period.

## **ARTICLE 25            PAYMENT TO ESTATE UPON DEATH**

25.01 The surviving spouse or the estate of any employee shall receive a cash payment for all regular pay, holiday pay, vacation pay and one-third (1/3) of the employee's accrued but unused sick leave up to a maximum accrual of nine hundred-and sixty (960) hours or a total of three-hundred twenty (320) hours upon the death of the employee.

## **ARTICLE 26            DISABILITY LEAVE**

26.01 An employee who is disabled as a result of the performance of her duties within the scope of her employment as a full-time employee of the City, if such disability prevents her from performing her duties, shall be paid her regular compensation during the continuance of such service related disability, but for a period not to exceed ninety (90) calendar days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the

meaning of this paragraph is incurred, the first forty (40) hours of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than forty (40) hours accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining service related disability leave shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

26.02 A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Police Chief or his designee before the last day of each week in which such disability occurred or continues, or more often, if requested to do so by the Police Chief or his designee, and any employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the City at any time. In any instance where the City sends an employee for a medical examination, the City shall pay the cost of the examination. All medical examinations shall be scheduled at mutually convenient times.

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

## **ARTICLE 27 LEAVE OF ABSENCE**

27.01 Upon written request to the Mayor, a full-time employee of the City may be granted a leave of absence, without pay, for sickness and disability not covered pursuant to Articles 24 or 26 above or other good cause, provided, however, that no leave of absence shall be granted for the purpose of permitting an employee to seek and/or accept other employment, and no employee who is on leave of absence shall accept gainful employment elsewhere. Such leave of absence shall be subject to the written approval of the Mayor, and shall be for a period not exceeding six (6) months. Medical insurance coverage for employees on authorized unpaid leaves of absence may be continued upon payment of the monthly premium by the employee to the Finance Director on the first of each month, in advance. Life insurance coverage pursuant to Article 30 hereof will not be continued for employees on leave of absence. An employee who is granted an unpaid leave of absence shall not accrue any benefits during his absence, nor shall the employee earn any seniority during said absence.

## **ARTICLE 28 JURY DUTY LEAVE**

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

**ARTICLE 29            FUNERAL LEAVE**

29.01            In case of a death of an employee's spouse, child, parent, brother, sister, step-parent, grandparent, father-in-law, or mother-in-law, that employee shall be permitted three (3) calendar days off with pay to attend the funeral or memorial service of the deceased family member.

29.02            The employee may request additional leave, which shall be deducted from accumulated sick leave credit.

**ARTICLE 30            LIFE INSURANCE**

30.01            The City shall provide all employees with a life insurance policy with a face value of twenty-five thousand dollars (\$25,000.00) and payment will be subject to the terms and conditions set forth in the policy.

**ARTICLE 31            HOSPITALIZATION INSURANCE**

31.01 The City will provide on behalf of each full-time employee and his family the medical/hospitalization, drug, dental and vision coverage, or comparable coverage, as follows:

- A. Effective June 1, 2011, or as soon as practical thereafter, all employees shall have the coverage summarized and contained in Appendix A (HSA Plan) and Appendix B (Standard Plan). Except as provided in Section 31.03, the cost for such coverage under this paragraph shall be borne by the city.
- B. Effective June 1, 2011, or as soon as practical thereafter, if any employee elects the coverage summarized and contained in Appendix C (High Plan), the employee shall pay the difference in cost from the coverage summarized and contained in Appendix B (Standard Plan) and the amount contained in Section 31.03
- C. All employees shall have the dental coverage summarized and contained in Appendix D.
- D. All employees shall have the vision coverage summarized and contained in Appendix E.

31.02            A city-wide joint medical/hospitalization committee comprised of one (1) representative from each of the five (5) bargaining units, four (4) non-bargaining

representatives from other city departments, and one (1) representative from Council shall be formed. The duties and other details related to the function of the committee shall be determined by the committee with the assistance of the Human Resources Director.

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

Upon implementation, if the Committee is unsuccessful in accomplishing its goals, which includes Council approval, terms and conditions related to Article 31, Section 31.02 shall revert to the normal negotiations process with the respective bargaining units.

31.03 Employee contributions shall be as follows and effective April 1, 2011:

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

Employee contributions/costs shall be paid through automatic payroll deductions. The additional employee contributions for April 2011 and May 2011 will be split evenly among the remaining pays in 2011.

(The parties agree that this provision is contingent upon all City employees contributing equally to their health insurance, and should any City employee not be required to contribute to their health insurance than the employees covered under this Agreement shall be relieved of their obligation to contribute as well).

## **ARTICLE 32      LIABILITY INSURANCE AND/OR INDEMNIFICATION**

32.01      The City shall comply with the provisions of Sections 2744.07 and/or 2744.08 of the Ohio Revised Code.

**ARTICLE 33                    COMPENSATION SCHEDULE**

33.01                    The compensation schedule shall be as follows:

<b>SCHEDULE OFFICE CLERK/ DISPATCHER</b>	<b>Effective January 1, 2011 Hourly Rate (+ 0%)</b>	<b>Effective January 1, 2012 Hourly Rate (+ 2%)</b>
Start	\$13.47	\$13.74
After 12 months	\$14.76	\$15.06
After 24 months	\$16.18	\$16.50
After 36 months	\$18.32	\$18.69
After 48 months	\$19.88	\$20.28
After 60 months	\$21.45	\$21.88
After 72 months	\$23.31	\$23.78
Head/Office Clerk/ Dispatcher	\$25.27	\$25.78

- Note 1:**                    Depending on prior experience and qualifications as determined by management, an employee may be hired at any of the above steps. Future annual progression steps will be based on the initial hiring step.
- Note 2:**                    The above 6-step progression rate is effective for employees hired on or after January 1, 2011.

33.02                    Emergency Medical Dispatch ("EMD") – Each bargaining unit member who is certified to perform E.M.D.A. shall be required to maintain their current certification, through training provided and paid for by the City.

33.03                    Any employee who is assigned to train newly hired Dispatchers shall receive an additional twenty dollars (\$20.00) per day for each day of performing such training.

**ARTICLE 34                    LONGEVITY COMPENSATION**

34.01                    In addition to the amounts provided in Article 33 of this Agreement each full-time employee shall receive, effective January 1, 2011, longevity pay commencing upon the completion of five (5) years of continuous full-time employment in the amount of five hundred dollars (\$500.00), which shall be increased by one hundred twenty-five

dollars (\$125.00) for each succeeding year of employment until a maximum amount of two thousand three hundred seventy-five dollars (\$2,375.00) is reached after twenty (20) years of employment and for each year thereafter. For illustrative purposes, the following table may be used:

<b>Years</b>	<b>Annual Payment</b>
5	\$500.00
6	\$625.00
7	\$750.00
8	\$875.00
9	\$1,000.00
10	\$1,125.00
11	\$1,250.00
12	\$1,375.00
13	\$1,500.00
14	\$1,625.00
15	\$1,750.00
16	\$1,875.00
17	\$2,000.00
18	\$2,125.00
19	\$2,250.00
20	\$2,375.00

34.02 Longevity increases shall be determined and granted in the first pay period of the month following the employees employment anniversary date.

34.03 Longevity shall be paid each pay period.

**ARTICLE 35 ATTENDANCE AT ASSIGNED TRAINING SCHOOLS, SESSIONS OR SEMINARS**

35.01 Employees requesting permission to attend any school, training session or seminar shall submit a written request to the Police Chief stating the objective, the probable benefit to the department and the expected expense. Such request shall be evaluated by the Police Chief, and he shall make the final determination and communicate it to the employee.

35.02 If the Police Chief deems it necessary, he may require an employee to attend any school, training session or seminar. Such attendance shall be deemed a requirement for their continued employment.

35.03 Attendance at any school, training session or seminar, pertinent to departmental matters, shall be compensated at the regular straight time hourly rate for travel time and attendance. Payment for attendance shall not exceed eight (8) hours in any one day designated as a training day. Such hours shall be considered as hours worked for overtime computation purposes.

35.04 Any employee required by the Police Chief to remain over night to receive training, shall receive an allowance for meals of forty dollars (\$40.00) maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing cost for over night accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Police Chief.

35.05 If any employee is permitted or required to use his personal automobile for City Business he shall be reimbursed at the rate of twenty-six cents (\$0.26) per mile. The Police Chief shall approve all such requests.

#### **ARTICLE 36            EDUCATION INCENTIVE**

36.01 Employees shall be reimbursed by the City for tuition and books when they pursue and produce proof of successful completion of courses in Criminal Justice, provided the Police Chief has first approved their attending school and taking courses in Criminal Justice.

#### **ARTICLE 37            UNIFORM ALLOWANCE AND MAINTENANCE**

37.01 All newly hired employees shall be provided the following items as approved by the Police Chief:

1. 4 pair of pants and 2 skirts or 6 pair of pants
2. 4 long sleeve blouses with flag/patches/etc.
3. 4 short sleeve blouses with flag/patches/etc.
4. 1 Sweater
5. 1 belt
6. 1 I.D. Emblem
7. 1 pair black shoes
8. 2 ties
9. Blazer

If said appointee leaves the employ of the City within six (6) months, she is to reimburse the City and/or return items, if appropriate.

Substitutions of the above items may be required for gender as approved by the Police Chief or his designee.

37.02 Employees shall be entitled to an annual uniform and maintenance allowance of seven hundred dollars (\$700.00).

37.03 Employees who terminate for any reason shall have the annual amounts contained in 37.02 prorated.

### **ARTICLE 38**            **SPECIAL SERVICES**

38.01            1) Family swimming pool passes provided by the City to all full-time employees, 2) emergency pick up before work and drop off after work for all full-time employees who maintain their residence within the City of Independence, and 3) snow plowing of all full-time employees' driveways shall continue for those maintaining their residence in the City of Independence.

### **ARTICLE 39**            **LUNCH RELIEF**

39.01            Each full-time employee shall be entitled to one (1) thirty (30) minute lunch break during a normal eight (8) hour work period or two (2) thirty-five (35) minute breaks of which one will include a lunch break during a twelve (12) hour work period. The scheduling of such lunch break shall be at the OIC's discretion and shall be away from regular duties and the work station.

### **ARTICLE 40**            **HEALTH AND SAFETY**

40.01            The City agrees to furnish and maintain in safe working condition all tools, facilities, supplies, and equipment required to safely carry out the duties of each full-time employee.

40.02            Each full-time employee is responsible for immediately reporting any unsafe condition or practice to their immediate supervisor.

40.03            Any reported unsafe condition or practice which is not corrected shall be eligible for filing under the grievance procedure.

40.04            The FOP/OLC and the employees covered by this Agreement agree to maintain all tools, facilities, supplies and equipment in a safe hygienic manner and further agree that such obligations include on-the-job personal safety, health and hygiene.

**ARTICLE 41**            **CONFORMITY TO LAW**

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

41.02            If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable such legislation or decision shall not affect the validity of the surviving portions of this Agreement which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**ARTICLE 42**            **SAVINGS CLAUSE**

42.01            In the event any one (1) or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the City and the FOP/OLC will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

**ARTICLE 43**            **CURRENT PRACTICES**

43.01            All conditions and provisions beneficial to the City and all full-time employees which are now in effect which are not specifically provided for or altered by the Agreement shall remain in effect during the duration of this Agreement unless after meeting and conferring with the FOP/OLC, the City specifically alters or eliminates any particular practice.

43.02            This Agreement supersedes all existing and previous agreements, rules, regulations and customs heretofore established which are in conflict with this Agreement, and such agreements, rules, regulations and customs are hereby abolished, except in those cases where the City and the FOP/OLC have mutually agreed to continue said agreements, rules, regulations or customs. This provision shall not affect laws and ordinances covered by Ohio Revised Code Section 4117.10.

**ARTICLE 44**            **DURATION OF AGREEMENT**

44.01            This Agreement is effective January 1, 2011 and shall remain in full force and effect until December 31, 2012.

44.02            Negotiations on the provisions of this Agreement shall begin no later than forty-five (45) days prior to December 31, 2012.

**ARTICLE 45**            **COPIES OF AGREEMENT**

45.01            The City will print copies of this Agreement at City expense and will provide one (1) copy to each full time employee in the bargaining unit.

**ARTICLE 46**            **LABOR/MANAGEMENT MEETINGS**

46.01            With the intent of maintaining the highest standards of safety and professionalism within the Independence Police Department, labor management meetings may be held at least twice each contract year to discuss issues which either the City or the members of the bargaining unit wish to raise.

46.02            Labor management meetings may be scheduled within ten (10) working days of a request by either the City or the bargaining unit members, but not later than thirty (30) working days.

46.03            Neither the City nor the FOP/OLC has an obligation to act upon any recommendations made at the labor management meetings. Agreements reached mutually may become addenda to this Agreement with the approval of the City and the FOP/OLC.

**ARTICLE 47**            **SUBSTANCE ABUSE**

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

47.02            The cost of the testing shall be borne by City.

47.03            Reasonable suspicion – employee violated the alcohol or controlled substance prohibitions, based on specific, direct, articulable, observations concerning

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

47.04 Post-accident – an unplanned, event that occurs on City business, during working hours, or involves City supplied motor vehicles that are used in conducting City business or is within the scope of employment and which results in any of the following:

- a. A fatality of anyone involved in the accident
- b. Bodily injury to employee or another person that requires off-site medical attention
- c. Vehicular damage in apparent excess of Seven Hundred Fifty Dollars (\$750).
- d. Non-vehicular damage in apparent excess of Five Hundred Dollars (\$500).

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

47.05 The term "controlled substance" includes cannabis as well as other controlled substances including but not limited to (amphetamines, cocaine, marijuana, opiates and PCP) as defined in the Ohio Revised Code. The term "drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug. The term "drug test" means a urinalysis test consisting of an initial screening (EMIT) test and a confirmation test employing the gas chromatography/mass spectrometry (GC/MS), utilizing urine samples collected according to procedures and chain of custody established by this policy.

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

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

47.08 Every current employee will be required to attend a session in which this program is discussed. The written policy will be shared, and everyone will be expected to sign for receipt. A qualified person will explain why and how substance use is a workplace problem, the effects, signs/symptoms of use, effects of commonly used drugs in the workplace and how to get help. There will be a minimum of two (2) hour of

educational awareness annually for all employees. New employees will hear about the program during orientation and will receive substance education as soon as possible.

47.09 Supervisor Training - Supervisors will be trained to recognize substance problems that may endanger the employee and others as well as violate this Policy. This training is in addition to annual employee education. Supervisors will be trained about testing responsibilities, how to recognize behaviors that demonstrate alcohol/drug problem and how to make referrals for help.

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

1. Discipline resulting from controlled substance abuse/alcohol abuse will be handled on an individual basis and the FOP/OLC will be informed of the City's action immediately provided the employee has authorized disclosure to the FOP/OLC.

Upon the findings of positive for a controlled substance by the tests, the City shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of controlled substance/alcohol abuse pursuant to this Section shall be referred to an Employee Assistance Program (EAP) or detoxification program at the employee's expense (if such exceeds City health care coverage), as determined by appropriate medical personnel unless, the employee has previously tested positive within three (3) years for the use of controlled substance/alcohol, refused to participate in an EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the City shall have the right to disciplinary action,

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

2. If the employee refuses to undergo and complete rehabilitation or detoxification, or if he test positive at any time within one (1) year after his return to work upon completion of the program for rehabilitation, such employee may be subject to disciplinary action, up to and including termination. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City.
3. No controlled substance abuse/alcohol testing shall be conducted without the authorization of the Mayor. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action, including termination. Records of controlled substance abuse and alcohol testing shall be kept in the office of Human Resources and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the Article.
4. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of three (3) years.

47.11 The City believes in offering assistance to employees with a controlled substance/alcohol abuse problem. We are supportive of employees taking action on their own behalf to address a controlled substance/alcohol abuse problem. The City believes in offering a second chance to employees who are willing to do something about their problem. To help those who come forward voluntarily and those who test positive in violation of this Policy, we've established a relationship with an employee assistance provider. It is important for the employee to come to an understanding regarding the extent of the problem in order to correct the problem and avoid future violation of this policy. If employee is willing to actively engage in resolving the

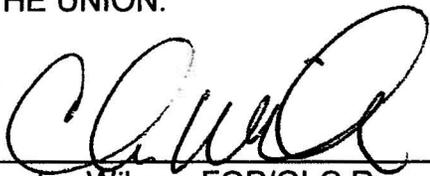
substance/alcohol abuse problem, the City will refer the employee to the provider for an assessment and possible outpatient counseling with a substance professional.

47.12 Employees who are found to have a confirmed positive drug or alcohol test will be immediately take off safety-sensitive duties.

**ARTICLE 48      EXECUTION**

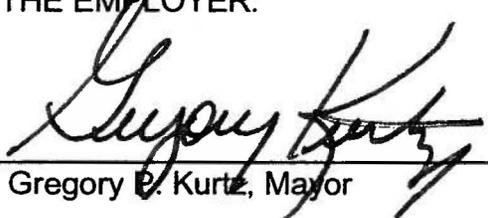
48.01      IN WITNESS WHEREOF, the parties hereto have caused agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

FOR THE UNION:

BY:   
Charles Wilson, FOP/OLC Representative

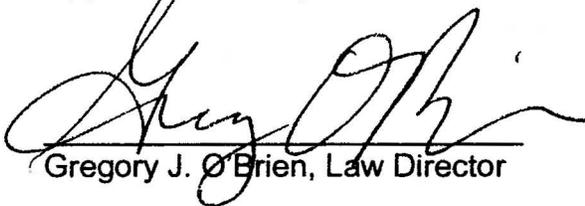
  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER:

BY:   
Gregory E. Kurtz, Mayor

  
Anthony Togliatti, Vice Mayor

Approved as to legal form and correctness:

  
Gregory J. O'Brien, Law Director

\_\_\_\_\_  
Date

**APPENDIX A**

**City of Independence  
SuperMed Plus - HSA  
(Non Grandfathered)**

**Effective  
6-1-2011**

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

**APPENDIX A**

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

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

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

Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>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.

<sup>3</sup>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.

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

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

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

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

**APPENDIX B**

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

**Effective  
6-1-2011**

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

**APPENDIX B**

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (60 days per benefit period)	90% after deductible	70% after deductible
<b>Additional Services</b>		
Ambulance	100%	100%
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	\$10 copay then 100% (Physician's office) 90% after deductible (All other places of service)	70% after deductible
Home Healthcare (60 visits per benefit period)	\$10 copay, then 100%	70% after deductible
Hospice (180 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Outpatient Education and Training	100%	70% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgical Services	Not Covered	Not Covered
Private Duty Nursing	\$10 copay then 100% (Physician's office) 90% after deductible (All other places of service)	70% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible. Non-Contracting and Facility Other Providers will pay the same as Non-Network. Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>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.

<sup>4</sup>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.

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

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

APPENDIX B



**City Of Independence  
Prescription Drug Program<sup>1</sup>  
High & Standard Plan  
Effective 6-1-2011**

<b>Benefits</b>	<b>Copay</b>	<b>Day Supply</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon End of Month	
<b>Retail Program with Oral Contraceptive/Contraceptive Devices and Diabetic Coverage<sup>2</sup> – for the initial filling and up to two refills of a prescription drug</b>		
Generic Copayment	\$5	30
Formulary Copayment	\$15	30
Non-Formulary Copayment	\$25	30
<b>Retail Program with Oral Contraceptive/Contraceptive Devices and Diabetic Coverage<sup>2</sup> – after the third retail fill of a prescription drug<sup>3</sup></b>		
Generic Copayment	\$10	30
Formulary Copayment	\$30	30
Non-Formulary Copayment	\$50	30
<b>Mail Order Program with Oral Contraceptive/Contraceptive Devices and Diabetic Coverage<sup>2</sup></b>		
Generic Copayment	\$5	90
Formulary Copayment	\$15	90
Non-Formulary	\$50	90

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

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

**Exclusions include:** Fertility Drugs and Growth Hormones.

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

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

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

**APPENDIX C**

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

**Effective  
6-1-2011**

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

**APPENDIX C**

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Semi-Private Room and Board	100%	80% after deductible
Maternity	100%	80% after deductible
Skilled Nursing Facility (60 days per benefit period)	100%	80% after deductible
<b>Additional Services</b>		
Ambulance	100%	100%
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	100%	80% after deductible
Home Healthcare (60 visits per benefit period)	100%	80% after deductible
Hospice (180 days per benefit period)	100%	80% after deductible
Organ Transplants	100%	80% after deductible
Outpatient Education and Training	100%	80% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgical Services	Not Covered	Not Covered
Private Duty Nursing	100%	80% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible. Non-Contracting and Facility Other Providers will pay the same as Non-Network. Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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

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

APPENDIX C



**City Of Independence  
Prescription Drug Program<sup>1</sup>  
High & Standard Plan  
Effective 6-1-2011**

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Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
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	Removal upon End of Month	
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Non-Formulary	\$50	90

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

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**Exclusions include:** Fertility Drugs and Growth Hormones.

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

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

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

APPENDIX D



The Standard

Benefits at a Glance for The City of Independence

Group Policy # 144785  
Effective Date April 1, 2011

**Group Dental Insurance**

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

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

**Eligibility**

**Eligible Employee**

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

**Benefits**

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

**When Benefits Become Payable (Elimination Period)**

None for preventive, basic and major dental procedures.

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

**Maximum Annual Benefit**

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

**Deductible Amount for Each Eligible Employee and Dependent per Calendar Year**

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

## APPENDIX D

### Other Features & Services

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- Once this policy is effective, employees may view benefits information or claim status by registering for The Standard's online Dental services at [www.standard.com/services](http://www.standard.com/services)
- Orthodontic Expense
  - Deductible Amount \$50
  - Coinsurance Percentage 50 percent
  - Maximum Benefit During Lifetime \$1,500

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

APPENDIX E

GUARDIAN VISION

PLAN SUMMARY

FREQUENCY OF SERVICE:

EXAM	EVERY 12 MONTHS
MATERIALS:	
LENSES	EVERY 12 MONTHS
FRAMES	EVERY 24 MONTHS
CONTACT LENSES (in lieu of frames & lenses)	EVERY 12 MONTHS

COPAYMENT:

EXAM	\$20.
MATERIALS	\$20.

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

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

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

\*\* Copay is waived for elective contact lenses

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

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

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.	}	Case No(s): 10-MED-09-1282
EMPLOYEE ORGANIZATION,	}	(Clerk/Dispatcher)
	}	
and,	}	
	}	
CITY OF INDEPENDENCE,	}	
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. Joseph Lencewicz  
jlence@att.net