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COLLECTIVE BARGAINING AGREEMENT

by and between

CITY OF INDEPENDENCE

and

**FRATERNAL ORDER OF POLICE LODGE #67
(Supervisor's Unit)**

Term: January 1, 2011 through 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 Lodge #67, hereinafter referred to as "the FOP."

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 is recognized as the sole and exclusive representative for negotiating wages, hours and terms and conditions of employment. Wherever used in this Agreement, the term 'bargaining unit' shall mean the supervisors unit consisting of all full-time sworn Sergeants and Lieutenants whichever is applicable based upon the classification of an employee or employees entitled to the benefits or subject to the obligations of the conditions of this Agreement.

3.02 All positions and classifications not specifically established herein as being included in a bargaining unit shall be excluded from that bargaining unit.

3.03 Notwithstanding the provisions of this Article, part-time, seasonal, temporary, probationary, management, supervisory, confidential, fiduciary, casual, seasonal and all other employees of the City shall be excluded from the bargaining unit.

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 effect any interpretation of any such Article.

ARTICLE 6 NON-DISCRIMINATION

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

6.02 The FOP expressly agrees that membership in the FOP 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 services, its overall budget, utilization of technology, and organizational structure;
- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations;
- (d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (e) Suspend, discipline, demote, or discharge for just cause, or lay off transfer, assign, schedule, promote, or retain employees;
- (f) Determine the adequacy of the work force;
- (g) Determine the overall mission of the 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 Article m of this Agreement, shall either (1) maintain their membership in the FOP, (2) become members of the FOP, or (3) be required to pay a fair share fee to the FOP 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 IX 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 and the regular bi-weekly FOP dues from wages of those employees within the bargaining unit upon receipt from the FOP 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 from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the City the amounts due and owing from the employees who have submitted the authorization cards referred to in Section 1(a).

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

(c) The 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 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 shall indemnify the City for any such liabilities or damages that may arise.

ARTICLE 10 ASSOCIATION REPRESENTATION

10.01 The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP 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 during their regular working hours.

ARTICLE 11 NO STRIKE

11.01 The City and the FOP agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of issues covered under the terms of this Agreement.

11.02 The FOP 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 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 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. The FOP and its officers and/or stewards shall advise the employees to return to work immediately.

A breach of this section shall constitute proper charge for disciplinary action.

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

ARTICLE 12 DISCIPLINE

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

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

12.03 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.

12.04 In the case of a suspension or a dismissal, a non-probationary employee may immediately file a grievance at Step 3 of the Grievance Procedure contained in Article XIV of this Agreement. Such Step 3 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 13 EMPLOYEE RIGHTS

13.01 An employee may request the presence and advice of an FOP 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.

13.02 An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts. The Miranda protocol will be observed.

13.03 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 may be the basis of a new charge. Before any administrative interrogation of an employee said employee shall be provided with his/her Garrity Rights.

13.04 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 provided for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

13.05 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.

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

13.07 Records of disciplinary action that are more than five (5) years old shall, upon request of the employee, be removed from his or her personnel file and be expunged.

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 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, 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 seven (7) calendar days after receipt of the grievance. The Police Chief's answer shall be given to the grievant or the FOP.

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 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 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 meet to select an arbitrator from the permanent panel of arbitrators herein contained 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 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 suffer no loss in pay during which attendance is required by the City. 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 exceed three (3) employees.

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, 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 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, as long as the adjustment, if any, is not inconsistent with the terms of the Agreement. A representative of the FOP shall have the opportunity to be present at such adjustment.

14.06 The FOP 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 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 M. Mancini; 2) Anna DuVal Smith; 3) Harry Graham; 4); Nels Nelson; and, 5) Robert G. Stein.

ARTICLE 15 LAYOFFS

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

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

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

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

ARTICLE 16 MISCELLANEOUS

16.01 In any instance where the City sends an employee for a medical examination, the City shall pay the cost of the examination.

16.02 The FOP will be allowed one (1) locked bulletin board for official FOP notices to be located in the Police Department. The FOP will be the sole holders of the key to the board.

16.03 The City will attempt to have paychecks available for employees after 4:00 p.m. on Thursday afternoon shift of the pay cycle.

16.04 The City will maintain equipment in proper and good working condition and employees covered by this Labor Agreement have an obligation and responsibility to do the same.

16.05 The probationary status of employees hired on or after January 1, 1989, shall include all the formal training time (state mandated Basic Police Academy and the City Field Training Officer Program) plus one (1) year of active patrol duty. For the purposes of this Section 5, the length of the City Field Training Officer Program shall not exceed the numbers of weeks that are in effect as of December 31, 1988.

16.06 In the event of an employee's death, all earned and accrued economic employment entitlements and benefits that the employee would be eligible to receive at the time of death, shall pass to the officer's spouse or estate.

ARTICLE 17 PROMOTIONS

17.01 When in the City's sole determination a vacancy or vacancies exist in the Sergeant or Lieutenant classifications the City shall make such promotional decisions consistent with the following "Rule of Three" procedure: For one (1) vacancy the promotional selection will be made from the three (3) persons standing highest on the Civil Service eligibility list.

- (1) For 2 to 4 vacancies, add 2 to the number of vacancies.
- (2) For 5 to 8 vacancies, add 4 to the number of vacancies.
- (3) For 9 to 12 vacancies, add 6 to the number of vacancies.
- (4) For 13 to 16 vacancies, add 8 to the number of vacancies.

17.02 Beginning at the top of the Civil Service eligibility list every employee who is available but not permanently appointed must be considered three times in a group of three or more before his name may be dropped from further consideration by the appointing authority and his name shall be removed from the Civil Service eligibility list.

17.03 In the event the employee appears on the Civil Service eligibility list but is not considered three times, his name shall be returned to the Civil Service eligibility list. However, for future promotions, he shall be considered for a total of three times including the original times he was considered and passed over. Under these circumstances when the employee has been considered three times and not appointed, his name shall be removed from the Civil Service eligibility list.

17.04 Full-time employees promoted to the Sergeant's or Lieutenant's classifications shall be on a non-contestable probationary period for one (1) year of active duty from the date of promotion. If during the probationary period the City determines that such probationary employee should be removed, he shall be returned to his former classification provided his seniority entitles him to such placement.

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/COMPENSATORY TIME**

19.01 Overtime pay for employees shall be at the rate of one and one-half (1 1/2) times the officers regular hourly rate for any time employed over and above the eighty (80) hours in a two (2) week period.

19.02 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.

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

19.04 Travel time for training or seminars within Cuyahoga County will not be compensated. However, travel time for training or seminars outside of Cuyahoga County will be paid.

19.05 When an employee is called into work on a time other than scheduled time, e.g. an emergency or extraordinary circumstances, that employee shall be entitled to at a minimum of four (4) hours show up time. However, the city reserves the right to require the employee to remain for the duration of the four (4) hours notwithstanding that the reason for the callup is less than the four (4) hours. Staff meetings and training sessions are exempt from this provision.

ARTICLE 20 **COURT TIME**

20.01 Whenever approved by the Chief, employees appearing in Court on behalf of the City during nonscheduled work time shall be paid a minimum of four (4) hours and may be paid at the rate of time and one-half (1 1/2) if such hours qualify as overtime as defined in Article XVIII on Hours of Work and Article XIX on Overtime.

ARTICLE 21 **VACATIONS**

21.01 All employees shall be entitled to the following days vacation with pay, per year, based on the following schedule of years of full-time service from employee's 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)	fifteen (15) full years	200 hours
(f)	twenty (20) full years	224 hours
(g)	twenty-five (25) full years	240 hours

21.02 Days of vacation are, not cumulative and only apply and should be taken during the employee's anniversary year in which they become due. Compensation for unused vacation days shall be paid only upon the approval of the Chief and in accordance with the provisions set forth in Article 23 hereof, and when so approved unused vacation days shall be paid at the employee's regular hourly rate.

21.03 Vacation time shall be taken at a time approved of by the Chief

21.04 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.

21.05 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 anniversary year when the separation from service occurs. Vacation time for each employee shall be determined on a monthly basis, i.e., one-twelfth (1/12) for each month completed after the anniversary date.

21.06 The City may, as a pre-employment term and condition of employment require any employee hired on or after January 1, 1991 to waive any previously accumulated vacation time credit from public service outside the City of Independence.

ARTICLE 22 HOLIDAYS

22.01 Every full-time employee shall be entitled to eighty (80) hours of paid time for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President' 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 Employer through crediting any time banks or through automatic payroll deduction.

22.02 At the discretion, and with the approval, of the Chief of Police or the Chiefs designee, each employee may annually take one personal day-off, as a holiday, with regular pay if the Chief or the Chiefs 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 Chief or the Chiefs designee shall exercise such discretion in good faith, and such approval shall not unreasonably be withheld.

22.03 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 23.

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

ARTICLE 23 UNUSED HOLIDAYS

23.01 With the approval of the Chief of Police or his designee, holidays not-used during the calendar year, up to eighty (80) hours shall be paid during the first full pay period in December, provided the employee is entitled to such unused holidays.

ARTICLE 24 UNIFORM ALLOWANCE AND MAINTENANCE

24.01 Upon original appointment as a regular full-time member of the Police Department, the appointee shall be provided the following items as approved by the Chief of Police:

1. 4 pair pants
2. 4 long sleeve shirts
3. 4 short sleeve shirts
4. 1 winter coat
5. 1 rain coat
6. 1 jacket, as determined by the Chief
7. 1 pair shoes
8. 1 pair boots
9. 1 summer hat
10. 1 winter hat
11. 1 gun belt
12. 1 bullet holder
13. 1 handcuff case
14. 1 holster
15. 1 baton holder

16. 1 bullet proof vest
17. 1 pair gloves
18. 2 badges
19. 1 hat badge
20. 1 garrison belt
21. 1 chemical spray holder
22. 1 canister chemical spray
23. 1 baton, as approved by the Chief
24. 1 set belt keepers
25. 1 portable radio holder

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

24.02 Each regular full-time member shall be entitled to an annual uniform maintenance and cleaning allowance of One Thousand Dollars (\$1,000.00), one-half (1/2) payable in the first pay in May and December of each year.

24.03 Uniform items damaged or destroyed in the line of duty, shall be replaced by the City, pending approval by the Chief of Police or his designee.

ARTICLE 25 SICK LEAVE

25.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family. Sick leave for paternity purposes shall not be used in excess of forty (40) hours per birth and shall not be deducted from sick leave.

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

25.03 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.

25.04 Employees shall, 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, be paid in cash for one-third (1/3) of the employee's accrued but unused sick leave, up to a maximum of four hundred eighty (480) 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 five (5) days per week. For this calculation, paid vacation days and holidays are considered work days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the City of Independence only once to any employee during

his lifetime. This Section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement set forth herein.

25.05 Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness, injury or death, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than two (2) tours of duty, must supply a physician's report to be eligible for paid sick leave, if requested by the Chief.

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

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

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

25.09 An employee who is to be absent on sick leave 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.

25.10 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.

25.11 Employees hired on or after January 1, 1991 shall, as a term and condition of pre-employment, be required to waive any previously accumulated sick leave credit from public service outside the City of Independence.

ARTICLE 26 DISABILITY LEAVE

26.01 An employee who is disabled as a result of the performance of his duties within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his 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. The

City may approve, in its sole discretion, additional disability leaves for a period of ninety (90) calendar days or less. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first thirty six (36) hours of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than thirty six (36) 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 Chief or his designee before the last day of each two (2) weeks in which such disability occurred or continues. An 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.

26.03 In the event an employee is dissatisfied with a determination of the 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 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 FUNERAL LEAVE

28.01 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 granted three (3) days funeral leave without loss of pay, benefits, days off holiday, vacation or sick leave, to attend the funeral or memorial service of the deceased family member.

ARTICLE 29 JURY DUTY LEAVE

29.01 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 30 LIFE INSURANCE

30.01 The City shall provide all employees with a life insurance policy with a face value of Forty Thousand Dollars (\$40,000.00) and payment will be subject to the terms and conditions set forth in the policy. Said benefit shall be increased to Eighty Thousand Dollars (\$80,000) in the event an officers death is the result of an in-the-line-of-duty event.

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 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

32.01 The City, when economically feasible and when such insurance is available, will name each employee as an insured on a law enforcement officers' comprehensive liability insurance policy with policy limits of Five Hundred Thousand Dollars (\$500,000.00) for each occurrence. In no event will the City hold harmless or indemnify any employee for any award of punitive or exemplary damages against such employee when such award is not indemnified by the terms of such policy of liability insurance.

32.02 In the absence of a law enforcement officers' comprehensive liability insurance policy the City shall provide the legal defense of, shall assume the litigation costs for, and shall indemnify, any employee in any civil action or civil claim for any judgment or settlement, except as herein limited, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the course and scope of his duties as an employee, unless:

(a) The Director of Law has good cause to believe that the acts or omissions were manifestly outside the course and scope of his employment or official duties;

(b) The Director of Law has good cause to believe that the employee acted with malicious purpose, or in bad faith, or in a wanton and reckless manner;

(c) The Director of Law has good cause to believe that the employee was performing services for another employer at the time the incident allegedly occurred;

(d) A final judgment against the employee includes punitive or exemplary damages.

If any of the foregoing (a) through (c) apply, the officer shall not be entitled to either a defense or indemnification provided by or at expense to the City. If the foregoing (d) applies the employee shall not be entitled to indemnification for an award of punitive or exemplary damages against him.

32.03 The continuing duty of the City to defend or indemnify the employee under this agreement shall be conditioned upon the continuing full cooperation of the employee in the defense of such action or proceeding, and in defense of any action or proceeding against the City based upon the same act or omission, and in the prosecution of any appeal.

ARTICLE 33 SWIMMING POOL PASS

33.01 The City shall provide all employees with a family season swimming pool pass.

ARTICLE 34 EMPLOYEE PICK UP

34.01 Employees who are residents of the City and maintain that residence may be picked-up at their residence prior to the start of their shift and dropped-off at their residence at the end of their shift provided:

1) Eligible employees have requested such benefit in writing:

and

2) Daily operating requirements permit such benefit.

34.02 If daily operating requirements are such the eligible employees are not picked-up at least ten (10) minutes prior to the start of their scheduled shift it is their

responsibility to make the necessary arrangements to be present for the start of their scheduled shift.

34.03 If daily operating requirements are such that eligible employees cannot be dropped-off at their residence at the end of their scheduled shift it is their responsibility to make the arrangements to depart from work.

ARTICLE 35 SNOW PLOWING

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

ARTICLE 36 LONGEVITY COMPENSATION

In addition to the amounts provided in Article 37 (Compensation) of this Agreement each employee shall receive the following sums as longevity compensation for the years of full-time service. Longevity increases shall be determined and granted in the first pay period of the month following the employee's employment anniversary date.

The longevity schedule set forth herein shall remain in effect for each regular full-time member of the Independence Police Department, regardless of rank, who was employed on July 1, 1984. The employees covered by this language are those set forth in Article 36 of the Agreement executed on November 13, 1984 and no others. The longevity schedule contained herein shall govern the longevity payments for such above mentioned employees regardless of rank, until their death, retirement, resignation, discharge, other permanent separation from the Independence Police Department.

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

The following longevity schedule shall be in effect for all full-time regular employees hired on or after July 1, 1984.

YEARS	ANNUAL PAYMENT
5	\$500.00
6	\$625.00
7	\$750.00
8	\$875.00
9	\$1,000.00
10	\$1,125.00
11	\$1,250.00
12	\$1,375.00
13	\$1,500.00
14	\$1,625.00
15	\$1,750.00
16	\$1,875.00
17	\$2,000.00
18	\$2,125.00
19	\$2,250.00
20	\$2,375.00

Longevity shall be paid in each pay period.

ARTICLE 37 COMPENSATION SCHEDULE

37.01 The following compensation schedule covered by this Agreement:

	Jan 1, 2011 (+ 0%)		Jan 1, 2012 (+ 2%)	
	Hourly	Annual	Hourly	Annual
Sergeant	\$37.98	\$78,998	\$38.74	\$80,578
Lieutenant	\$43.11	\$89,669	\$43.97	\$91,462

ARTICLE 38 CONTINUING EDUCATION

38.01 The City shall provide funds to reimburse an employee for the cost of tuition directly related to one approved course of study per school quarter or semester. Course shall be defined as three (3) semester hours (or the quarterly hour equivalent) of a specific subject. To be eligible for such reimbursement, an employee shall apply to

the Chief for approval before the employee enrolls in the course. Such reimbursement must be approved by the Mayor, who may approve same only if the completion of such course can be reasonably expected to improve and upgrade the employee's job-related skills and abilities and assist the employee and the City in the employee's performance of his job, and the course is offered by an accredited institution of higher learning.

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

ARTICLE 39 LABOR MANAGEMENT RELATIONS

39.01 In the interest of sound Labor/Management Relations, the Chief and/or his designee may meet with not more than three (3) representatives of the Union to discuss issues of mutual concern and to promote more effective communications and a more harmonious labor/management relationship. Either party may request the presence of the Mayor who, at his option, may attend.

It is understood that the scheduling of such meetings will not adversely affect the normal operations of the department or result in additional expense to the City.

Meetings should normally take place twice a year, however, either party may request additional meetings.

ARTICLE 40 RELATIONSHIP TO LAW

40.01 It is the intent of the parties that this Agreement shall govern those matters relating to the terms and conditions of employment which were previously covered by Ohio Revised Code §§124.01 through 124.56. To the extent permitted by Ohio Revised Code §4117 et seq., any term or condition of employment addressed in whole or in part by this Agreement shall supersede and replace in its entirety any Civil Service provision or general law relating to the same subject.

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

ARTICLE 41 SAVINGS CLAUSE

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

ARTICLE 42 OBLIGATION TO NEGOTIATE

42.01 The City and the FOP acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to the wages, hours and terms and conditions of employment and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

42.02 Therefore, for the life of this Agreement, the City and the FOP each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 43 PERFECT ATTENDANCE

43.01 The following sick leave incentive shall be suspended for the 2nd, 3rd, and 4th 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 1st through March 31st, April 1st through June 30th, July 1st through September 30th, October 1st through December 31st, he/she shall be paid a bonus of Three Hundred Seventy-Five Dollars (\$375.00) at the end of that three month pay period.

43.02 For purposes of this Article, the mandatory use of sick leave under the Disability Article nor donated time shall not be deemed a sick leave absence.

ARTICLE 44 FAMILY MEDICAL LEAVE

44.01 Employees who qualify for FMLA leave may be required to 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.

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

ARTICLE 45 DURATION OF AGREEMENT

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

45.02 Negotiations on the provisions of this Agreement shall begin no later than sixty (60) days prior to December 31, 2012, provided either party has notified the other party in writing of its desire to terminate and/or modify the terms herein not sooner than October 31, 2012. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than three (3) months prior to the desired termination date.

ARTICLE 46 SUBSTANCE ABUSE

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

46.02 The cost of the testing shall be borne by City of Independence.

46.03 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. When the City has reasonable suspicion that an employee violated the alcohol or controlled substance provisions, the employee will be tested for controlled substance or alcohol use or both.

46.04 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.

46.05 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.

46.06 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.

46.07 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).

46.08 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 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.

46.09 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.

46.10 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 employer, the MRO will attempt to contact the employee to discuss the test result. If the MRO is unable to contact the employee directly, the MRO will contact the Human Resource Manager or Employer Management Official designated in advance by the employer, who shall in turn contact the employee and direct the employee to contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative. Cut-off levels are used to determine when an employee has enough of a certain drug or alcohol in his/her system so that it should be considered a positive test.

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

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 (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.

46.11 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.

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

ARTICLE 47

EXECUTION

47.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 14th day of JUNE, 2011.

FOR THE FOP:

By: *LT. John H. Smith*
LT. John H. Smith

FOR THE CITY:

By: *Gregory P. Kurtz*
Mayor Gregory P. Kurtz
Anthony Togliatti
Anthony Togliatti, Vice Mayor

Robert Phillips (phone consent)
Robert Phillips
General Counsel, FOP, Local 67

APPROVED AS TO FORM:

Gregory J. O'Brien
Gregory J. O'Brien, Law Director

APPENDIX A

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

**Effective
6-1-2011**

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

APPENDIX A

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

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

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

Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits. This document is only a partial listing of benefits. This is not a contract of insurance.

No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here.

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

¹Maximum family deductible. Member deductible is the same as single deductible.

²Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

³Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

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

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

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

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

APPENDIX B

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

Effective
6-1-2011

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

APPENDIX B

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

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

¹Maximum family deductible. Member deductible is the same as single deductible.

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

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

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

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

APPENDIX B



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

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

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives. Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

Exclusions include: Fertility Drugs and Growth Hormones.

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

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

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

APPENDIX C

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

**Effective
6-1-2011**

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

APPENDIX C

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

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

¹Maximum family deductible. Member deductible is the same as single deductible.

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

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.⁵The copay amount accumulates to the out-of-pocket maximum and stops being taken when the maximum out-of-pocket has been met.

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

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

APPENDIX C



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

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

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

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

Exclusions include: Fertility Drugs and Growth Hormones.

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

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

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

APPENDIX D



Benefits at a Glance for The City of Independence

Group Policy # 144785
Effective Date April 1, 2011

Group Dental Insurance

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

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

Eligibility

Eligible Employee

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

Benefits

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

When Benefits Become Payable (Elimination Period)

None for preventive, basic and major dental procedures.

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

Maximum Annual Benefit

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

Deductible Amount for Each Eligible Employee and Dependent per Calendar Year

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

APPENDIX D

Other Features & Services

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

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

APPENDIX E

GUARDIAN VISION

PLAN SUMMARY

FREQUENCY OF SERVICE:

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

COPAYMENT:

EXAM	\$20.
MATERIALS	\$20.

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

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

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

** Copay is waived for elective contact lenses

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

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