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AGREEMENT

BETWEEN

THE CITY OF BROOK PARK

AND

THE BROOK PARK FIREFIGHTERS ASSOCIATION, LOCAL 1141  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC

Effective: January 1, 2011  
Expires: December 31, 2013

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## AGREEMENT

This Agreement is hereby made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and Brook Park Firefighters Association, Local 1141, International Association of Firefighters, AFL-CIO, CLC (hereinafter referred to as the "Association")

### ARTICLE I INTENT OF THE AGREEMENT

**Section 1.** The Employer has recognized the Association as the representative of employees of the Employer's Division of Fire, both parties now desire to enter into a new Agreement to supersede all previous agreements, and to provide for the peaceful adjustment of any differences that may arise from time to time during the term of this Agreement without resort to strike, and to set forth clearly the terms and conditions of employment and responsibilities of each party and to promote harmony and efficiency to the end that the citizens of Brook Park, Ohio will enjoy uninterrupted fire protection and service during the term of this Agreement.

### ARTICLE II RECOGNITION

**Section 1.** The Employer hereby recognizes the Association as exclusive representative for negotiating wages, hours of work and other terms and conditions of employment for all employees of the Employer's Division of Fire with the rank of Lieutenant or below, excluding all other employees of the Employer.

**Section 2.** When Council establishes any new rank below that of Lieutenant, the salary for such position shall be established through negotiations by the parties. If the parties are unable to agree upon the new rate within thirty (30) days after creation of the rank, Council will establish such salary. If the Association disagrees with the salary set by Council, the issue shall be subject to the grievance-arbitration procedure of Article VIII of this Agreement beginning with the Mayor's level.

### ARTICLE III MANAGEMENT RIGHTS

**Section 1.** The City shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the right to hire, transfer, discipline and discharge, lay off and promote; to promulgate and enforce reasonable work rules; to reorganize, discontinue or enlarge any operation, to introduce new equipment, methods of performing work or facilities; to determine the size, duties and qualifications of the work force, and work schedules.

However, all the rights of the City are subject to and limited by the terms of this Agreement.

**ARTICLE IV**  
**UNION MEMBERSHIP, MEETINGS AND DUES**

**Section 1.** The Employer agrees to deduct from a specific payroll to be determined by the Employer dues, fees and assessments, in an amount certified to be current by the secretary/treasurer of the Association, from the pay of those employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within seven (7) days of the deduction by the Employer to the secretary/treasurer of the Association in the full amount deducted.

The Employer agrees to require of each new employee in the Fire Department who completes the probationary period, who is not a member of the Association, as a condition of employment, to pay to the Association by way of payroll deduction a fair share fee as determined by the secretary/treasurer of the Association, but not to exceed the initiation fees, dues and/or assessments paid by Association members.

Any individual employee who objects to joining or financially supporting an Association, based on bona fide religious tenets or teachings or a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the Employer and the Association of his objection. The employee will meet with representatives of the Association and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to union dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the Employer and the Association that this has been done.

There shall be no discrimination, interference, restraint or coercion by the Employer or Union against any employee for his lawful activity on behalf of membership or lack of membership in the Association.

The Employer shall not interfere with or prevent a meeting of any of the members and their guests on Employer property for Association business if said meeting time and place shall be presented to and approved by the Chief, approval of which shall not be unreasonably withheld.

The Association shall hold the Employer harmless from any lawsuits resulting from disputes regarding Fair Share Fee.

**ARTICLE V**  
**ASSOCIATION REPRESENTATION**

**Section 1.** The parties recognize that it may be necessary for an employee representative of the Association to leave a normal work assignment while acting in the capacity of representative. The Association recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer above the rank of lieutenant in charge of the shift. The Employer will compensate a representative at the normal

rate for time spent in the good-faith processing of grievances through the Director of Public Safety in the grievance procedure, and at any meetings at which the Employer requests a representative to be present, but only for such time expended during normal working hours.

**Section 2.** The Employer agrees to credit the Association January 1<sup>st</sup> each year, one hundred and twenty (120) hours for Association business use. Such time shall be used at the time designation of the Association President and will be for, but not limited to, meetings, seminars or conferences. All time is subject to the approval of the Chief. This time can only be used in the calendar year it is given and at no time will exceed the one hundred and twenty (120) hours.

## **ARTICLE VI** **NO STRIKE**

**Section 1. No Strike.** Neither the Association nor any member of the bargaining unit shall 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 unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this section may be grounds for discipline. The Association shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the Association meets all of its obligations under this Article.

**Section 2. Association Cooperation.** The Association shall at all times cooperate with the Employer 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 Association shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of the Agreement, unlawful and not sanctioned or approved of by the Association. The Association shall advise the employees to return to work immediately.

**Section 3. Lockout.** The Employer shall not lock out any employees for the duration of this Agreement.

## **ARTICLE VII** **DISCIPLINE**

**Section 1.** A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the Association prior to leaving the premises.

**Section 2.** Disciplinary action taken by the Employer shall be for just cause.

**Section 3.** Any disciplinary action against a non-probationary employee shall be processed in accordance with the grievance/arbitration procedure noted in Article VIII of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

**ARTICLE VIII**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1. Definitions.** (A) A "grievance" is a dispute or difference between the Employer and the Association or the Employer and an employee concerning the interpretation or application of any provision of this Agreement.

(B) For the purpose of this Article, "working days" means Monday through Friday.

**Section 2. Grievance Procedure.** (A) **Step 1.** An employee who has a grievance shall reduce the grievance to writing with details and remedy requested, and submit to the Fire Chief on forms provided by the Employer within five (5) working days after the events occur which give rise to the grievance.

(B) **Step 2.** The Chief will meet with the employee and with representatives of the Association within three (3) working days of the receipt of the grievance and will provide the Association with a written answer within two (2) working days after the meeting.

(C) **Step 3.** If the grievance is not satisfactorily settled at Step 2, the employee may appeal in writing to the Director of Public Safety on forms provided by the Employer within five (5) working days of the receipt of the Step 2 answer. The Director will meet with the employee and with representatives of the Association within three (3) working days of the receipt of the grievance and will provide the Association with a written answer within two (2) working days after the meeting.

(D) **Step 4.** If the grievance is not satisfactorily settled at Step 3, the employee may appeal in writing to the Mayor on forms provided by the Employer within five (5) working days of the receipt of the Step 3 answer. The Mayor, or his designee, shall respond in writing within five (5) working days of the receipt of the appeal.

(E) **Step 5.** If the grievance is not satisfactorily settled at Step 4, the Association may submit the grievance to arbitration by notice to the Employer within fifteen (15) working days of the Step 4 answer. The parties will promptly select an arbitrator from the panel of arbitrators and will choose one by the alternative strike method. The hearings will be conducted pursuant to the Rules of the American Arbitration Association. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

**Section 3. Attendance at Arbitration.** Any employee or Employer official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending an arbitration proceeding. 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 five (5) employees.

**Section 4. Policy Grievance.** A grievance which affects a substantial number of employees may be initiated at Step 3 of the Grievance Procedure.

**Section 5. Authority of Arbitrator.** The arbitrator shall have no power or authority to add to or subtract from or modify in any way the provisions of this Agreement, or to make an award in conflict with law.

**Section 6. Binding Arbitration.** The grievance procedure set forth herein is the exclusive method of resolving disputes and all decisions of arbitrators or settlements of grievances reached prior to arbitration shall be final and binding on the Employer and the Association; provided that the withdrawal of any grievances at any stage shall not be prejudicial to the positions of the parties as they relate to that grievance or any future grievance.

**Section 7.** The panel of permanent arbitrators shall be: (1) Robert Stein; (2) James Mancini; (3) Anna Duval Smith; (4) Dennis Byrne; and (5) Jonathan Klein.

## **ARTICLE IX** **DUTY HOURS**

**Section 1.** The Fire Chief shall divide the uniform force into not less than three (3) platoons. Where the uniform force is so divided into three (3) platoons, the Fire Chief shall keep a platoon of the uniform force on duty twenty-four (24) consecutive hours, after which the platoon serving twenty-four (24) hours shall be allowed to remain off duty for at least twenty-four (24) consecutive hours, except in cases of extraordinary emergency. Each individual member of the platoon, in addition to receiving a minimum of twenty-four (24) hours off duty in each period of forty-eight (48) hours, shall receive an additional period of twenty-four (24) consecutive hours off duty, and such other additional time off duty so that in each period of twenty-one (21) days no individual member shall be on duty more than a total of one hundred forty-four (144) hours. The Chief shall arrange the schedule of working hours to comply with this Article. (Except for the fire prevention officer who shall work a forty (40) hour work week).

## **ARTICLE X** **OVERTIME**

**Section 1.** When a full time employee is required to work in excess of the employee's regularly scheduled work hours under Article IX of this Agreement, such employee shall receive an overtime payment at the rate of one and one-half (1 ½) times the employee's regular rate of pay for each hour worked based on a forty-eight (48) hour workweek. Court time will be paid on an hour-for-hour basis, a minimum of two (2) hours' pay for each such appearance, providing such time does not abut the employee's regularly scheduled work day. Emergency callback overtime shall be paid at a forty (40) hour rate.

**Section 2. Compensatory Time.** Employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half (1 ½) as noted above. Employees may accumulate no more than one hundred ninety-two (192) hours of compensatory time subject to a maximum annual use as set forth below. Employees eligible for such time shall have the right to

receive overtime pay or compensatory time. However, when an employee accumulates one hundred ninety-two (192) hours of compensatory time, he/she must take overtime pay at the applicable rate of pay for that year.

Employees shall be permitted to actually use an annual limit of ninety-six (96) hours and may carry over a maximum of ninety-six (96) hours into the next calendar year. Usage of compensatory time must be in minimum increments of two (2) hours, unless the usage is at the start or completion of a shift.

Finally, the use of compensatory time may not create an overtime situation elsewhere in the department.

Employees shall be able to cash out the actual dollar amount for accumulated compensatory time on a quarterly basis, on March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> of each year, provided the following conditions are met:

- a) Requests will be made to the Finance Division thirty (30) days prior to the payout; and
- b) Employees may cash out up to ninety-six (96) hours of accumulated compensatory time each payout period in whole hour increments; and
- c) Payouts will be made only for compensatory time accumulated more than two (2) pay periods prior to the payout; and
- d) Payouts of accumulated compensatory time shall be non-pensionable as set forth in the Police and Fire Pension statute and Administrative Code Rules.

**Section 3.** Paramedics taking continuing education classes will receive overtime pay or that option compensatory pay for time spent in class.

**Section 4.** Overtime will be computed by including all items such as longevity, cost-of-living and extra training pay.

**Section 5.** Upon separation or retirement of an employee, such employee shall be compensated for any unused compensatory time which has accrued to the benefit of that employee within thirty (30) days of that employee's separation or retirement.

**Section 6.** An employee called in for duty at a time not contiguous to the employee's scheduled shift shall be entitled to a minimum of two (2) hours overtime compensation.

**ARTICLE XI**  
**LEAVES**

**Section 1. Sick Leave.** Each employee shall be credited with sick leave at the rate of thirteen (13) hours for each completed month of service. Employees may use sick leave, upon the approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure or contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled work. An employee using sick leave shall furnish a satisfactory written signed statement justifying its use. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action and/or dismissal. This section shall be uniformly administered as to all employees. No sick leave may be granted to an employee upon or after his retirement or termination of employment.

**Section 2. Conversion of Unused Sick Leave.**

(a) An employee who retires shall be entitled, as part of the employee's final pay, to a lump sum payment of four-eighths (4/8) of all of the employee's accrued and unused sick leave not to exceed a maximum payout of 1440 hours (4/8 of 2340 hours equal 1440 hour maximum payout). The payment will be based upon the employee's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, an employee must have at least ten (10) years of full-time employment with the Employer. "Retirement" means disability or service retirement under any state retirement system. "Retirement" means disability or service retirement under any state retirement system.

(b) Any current employee hired before December 31, 1994 and who has a minimum of 1500 hours of sick leave in 2005 will be paid four-eighths (4/8) of all accumulated sick leave (with no maximum) at the rate of pay at the time of retirement or death. Attached will be a listing of eligible employees for this payout under this provision, section 2(b). Such conversion shall take place as soon as possible after the effective date of retirement, but not later than thirty (30) days thereafter. Current employees who were hired after December 31, 1994 as of the effective date of this agreement are not eligible for the additional sick leave payment (i.e. are subject to the maximum payout of 1440 hours).

(c) The above sick leave conversion payment will be paid after a member retires, or paid to his estate upon his death.

**Section 7. Leave Donation Program.** Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-employees who are in critical need of leave due to a serious illness or injury of the employee or a member of his or her immediate family. An employee may not donate paid sick leave if it will result in the employee

having less than forty (40) hours of accrued leave. An employee is not entitled to receive donated paid leave until he first exhausts all of his accumulated leave time. Employees may not actively solicit donations for paid leave.

**Section 8. Funeral Leave.** A full-time employee shall be granted a leave of absence with pay, not to be charged against sick leave in the event of the death of his spouse, mother, father, children, stepchildren, brother, sister, mother-in-law, father-in-law, grandparent or legal guardian within the family environment. The employee will be granted twenty-four (24) working hours leave. To be eligible, the employee must notify the Employer in the manner it will establish, and attend the funeral or equivalent event. Failure to do so or misrepresentation of the facts relating to funeral leave shall be grounds for disciplinary action, and/or discharge. Ninety-six (96) hours of leave shall be granted to a member of the Department whose spouse or child dies. An employee may request the use of sick leave for additional time to attend a funeral and the Employer will approve the use at its discretion.

**Section 9. Jury Duty Leave.** Any full-time member of the Division of Fire who is called for jury duty and any full-time employee who is called and actually serves on the jury in any court, 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. The employee who is serving jury duty shall be provided relief from all station or normal duties while on jury duty.

**Section 10: Wage Continuation Leave.** All employees are subject to the wage continuation provisions of the Employer's Wage Continuation/Transitional Work Policy which is on file at the Human Resources Commissioner's Office. Employees may at their discretion participate in transitional work as contained in that policy.

**ARTICLE XII**  
**VACATION**

**Section 1.** All full-time employees shall be granted the following vacation leave, with pay, for each year based on length of service with the Employer. Vacation shall be taken at a time mutually convenient to the Employer and the employee. During the vacation selection process, employees shall be permitted to "float" four (4) vacation selections into the calendar year in which they shall be taken, or subject to the terms of Section 4 of this Article.

<u>Years of Service</u>	<u>Length of Vacation</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 18 years	5 weeks

**Section 2.** Compensation for vacation shall be based upon forty-eight (48) hours of pay at the employee's regular hourly rate for each week of vacation.

**Section 3.** Any break in service by an employee will result in a forfeiture of all accumulated years of service. Break in service shall mean retirement or resignation by an employee or termination by the Employer which is final.

**Section 4. Accumulation.** Vacation shall be taken in the calendar year following the calendar year in which it is earned, except that all employees of the Division of Fire may accumulate up to three (3) times annual vacation, provided that in no event shall such accumulation exceed ten (10) weeks.

Accrued vacation time in excess of accumulation permitted by the preceding paragraph, and carried over into the following calendar year, shall be forfeited.

Accrued time in the vacation account of each employee shall be paid at the rate of one-fifty second (1/52) of his current salary for each week, twenty-four (24) times his current hourly earning rate for each day, and the appropriate percentage of twenty-four (24) times his current hourly earning rate for each partial day, at the time of the employee's retirement, termination or resignation or to his estate in the case of the employee's death.

**ARTICLE XIII**  
**HOLIDAYS**

**Section 1.** All full-time employees shall receive the following Employer approved holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Christmas Day
Memorial Day	
Independence Day	
Veteran's Day	

The line division employees shall receive holiday leave, with regular compensation, in the amount of one hundred forty-four (144) hours holiday leave, which shall be scheduled on the days chosen by the employee.

**Section 2.** Holiday leave shall be scheduled off after all vacation leave has been apportioned, and shall be selected according to seniority. Holiday leave shall be taken in not less than two (2) hour increments. No more than a total of three (3) employees shall be allowed off on vacation, holiday, or C Days at the same time.

**Section 3.** Any full-time employee who actually works on one of the holidays enumerated in Section 1 will be compensated at the overtime rate defined in Article X, Section 1, for the hours actually worked on the holiday. Any full-time employee who is working overtime on one of the holidays enumerated in Section 1 will, be compensated an additional one-half (1/2) of their normal rate.

**Section 4.** All holiday leave not taken prior to December 1<sup>st</sup> of each year, nor scheduled to be taken prior to the end of each year, shall be compensated in cash money in the first pay period of December, and such payment shall be separate and distinct from any other regular compensation to be received.

**Section 5.** Upon separation or retirement of an employee, such employee shall receive, in cash money, compensation for any unused holiday leave which has accrued to the benefit of that employee.

**ARTICLE XIV**  
**COMPENSATION**

**Section 1.** For employees hired after July 1, 2012, the annual salary paid to Fire Fighters shall be as follows:

FF/Paramedic Certified	Effective 1/1/09	Effective 1/1/11 New Employees	Effective 1/1/12 (2% Increase)	Effective 1/1/13 (2% Increase)
Start	\$56,467.00	\$48,000.00	\$48,960.00	\$49,939.00
After 12 months	\$58,669.00	\$52,000.00	\$53,040.00	\$54,101.00
After 24 months	\$62,848.00	\$57,000.00	\$58,140.00	\$59,303.00
After 36 months	\$65,124.00	\$62,000.00	\$63,240.00	\$64,505.00
After 48 months	\$67,394.00	\$67,394.00	\$68,742.00	\$70,117.00

For employees hired before July 1, 2012, the annual salary paid to Fire Fighters shall be as follows:

FF/Paramedic Certified	Effective 1/1/09	Effective 1/1/11 New Employees	Effective 1/1/12 (2% Increase)	Effective 1/1/13 (2% Increase)
Start	\$56,467.00	\$56,467.00	\$57,596.00	\$58,748.00
After 12 months	\$58,669.00	\$58,669.00	\$59,842.00	\$61,039.00
After 24 months	\$62,848.00	\$62,848.00	\$64,105.00	\$65,387.00
After 36 months	\$65,124.00	\$65,124.00	\$66,426.00	\$67,755.00
After 48 months	\$67,394.00	\$67,394.00	\$68,742.00	\$70,117.00

In addition to the above salaries, all employees shall receive longevity in the following amounts at the time period so specified, which shall be divided into the employees' bi-weekly pay and included in the calculation of overtime rates.

After 5 years	\$560.00
After 10 years	\$1,271.00
After 15 years	\$1,986.00
After 20 years	\$2,697.00
After 25 years	\$3,410.00

FF/Certificate or Proficiency (Non-paramedic)	Effective 1/1/11 \$64,870.00	Effective 1/1/12 \$66,167.00	Effective 1/1/13 \$67,491.00
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FF/Assoc., BA or Masters (Non-paramedic)	Effective 1/1/11 \$66,142.00	Effective 1/1/12 \$67,465.00	Effective 1/1/13 68,814.00	
FF EMT Qualif. (Non-paramedic)	Effective 1/1/09	Effective 7/1/11	Effective 1/1/12 (2% Increase)	Effective 1/1/13 (2% Increase)
Start	\$52,792.00	\$44,640.00	\$45,533.00	\$46,444.00
After 12 months	\$54,993.00	\$48,360.00	\$49,327.00	\$50,314.00
After 24 months	\$59,054.00	\$53,010.00	\$54,070.00	\$55,151.00
After 36 months	\$61,326.00	\$58,000.00	\$59,160.00	\$60,343.00
After 48 months	\$63,598.00	\$63,598.00	\$64,870.00	\$66,167.00

**Section 2. Differential.** The Employer will maintain an eleven (11%) percent differential between the top Firefighter's salary and the Lieutenant Salary. The pay schedule for Lieutenant shall be:

Lieutenant	Effective 1/1/11	Effective 1/1/12 (2% Increase)	Effective 1/1/13 (2% Increase)
	\$74,807.00	\$76,303.00	\$77,829.00

In addition, any Lieutenant who maintains paramedic certification shall be granted two thousand one hundred (\$2,100.00) dollars annually and divided into the biweekly pay.

**Section 3. Officer in Charge.** The one (1) Lieutenant who actually is present and serves as the shift officer in charge shall receive an additional three (3%) percent premium per shift which will be added to their regular rate of pay. A junior Lieutenant who is normally assigned to that shift has preference and will be assigned as shift officer for purposes of this pay stipend even though a senior lieutenant from another shift is working due to shift trade, such time or otherwise.

**Section 4. Break in Service.** Any break in service by an employee will result in a forfeiture of all accumulated longevity time. Break in service shall mean retirement or resignation by an employee or termination by the Employer which is final.

**Section 5. Extra Training Pay.**

(A) All full-time employees who desire to attend classes for extra training pay, except paramedic schooling, under this Section shall attend classes on their own time and/or compensatory time previously earned. Such employees shall not be awarded overtime for classes attended on their own time.

If an employee wishes to attend classes when scheduled for duty, using compensatory time, it shall first be determined by the Fire Chief with concurrence of the Safety Director, that sufficient manpower is available, but if the employee has not accumulated compensatory time and still desires to attend classes during scheduled working hours, the employee must agree to reimburse the City for the time missed while attending classes.

The agreement to reimburse the City must be in the form of a notarized affidavit signed by the employee. The reimbursement must take place within ten (10) months from the date the employee first missed work to attend class, or prior to termination of employment with the City of Brook Park, whichever occurs earlier.

(B) Provided, however that extra training pay to employees with a fire certificate or with an associate degree shall not be made available to employees hired after December 31, 1989.

(C) Payment for attendance at paramedic classes.

(1) Any employee shall be given the opportunity to discontinue his paramedic card based on seniority of paramedic certification. The paramedic with the most time served as a paramedic shall be given the first opportunity to be able to discontinue his paramedic card, provided that this procedure will not result in an excessive amount of overtime. However, this process shall have no bearing on the status of EMT cards which will be maintained in accordance with Departmental policy.

**ARTICLE XV**  
**INSURANCE**

**Section 1. Hospitalization Insurance.**

(a) The Employer will provide and pay for the full premium on behalf of each full-time employee for single or family hospitalization and medical service coverage pursuant to Exhibit A, which provides for increased deductibles and out-of-pocket maximums effective February 1, 2012.

- 1) Tier 1 - \$10.00 deductible
- 2) Tier 2 - \$20.00 deductible
- 3) Tier 3 - \$35.00 deductible
- 4) Maintenance drugs – by mail order only; mandatory program.

The City shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Association, provided that the benefits in such new policy are substantially similar to the current policy.

(b) Finally, the Employer and all of its constituent unions and employees will form a committee to review health care and shall determine, on an annual basis, whether or not coverage as written shall be maintained. Additionally, the purpose of this committee shall be to review and help to contain health care costs.

(c) The Employer shall pay ninety (90%) percent of the hospitalization and medical coverage pursuant to Exhibit B and the full premium for the coverage pursuant to Exhibit C.

**Section 2. Dental Insurance.** The Employer will provide each member of the Division dental insurance coverage under the current plan or substantially similar plan and/or other delivery systems which includes a fifty (\$50.00) dollar deductible with eighty (80%) percent payment in all services to one thousand (\$1,000.00) dollars per year and sixty (60%) percent payment toward orthodontia care to a lifetime maximum of one thousand five hundred (\$1,500.00) dollars. The Employer will pay the equivalent of the premium for employee and family coverage and orthodontia coverage.

**Section 3. Life Insurance.**

(a) The Employer will provide and pay the full premium for all full-time employees for a convertible life insurance policy in the face value of twenty-five thousand (\$25,000.00) dollars.

(b) The City will provide and pay the full premium for a paid up life insurance policy in the face amount of five thousand (\$5,000.00) dollars for each employee covered by this Agreement upon such employee's retirement.

**Section 4. Vision Care.** The Employer shall provide a vision care program, under the current program or a substantially similar program as follows:

<u>Coverage</u>	<u>Age 18 and Under</u>	<u>Age 19 and Over</u>
Exam	Every 12 months	Every 12 months
Frames to \$60	Every 12 months	Every 24 months
Lenses	Every 12 months	Every 12 months
Contact Lenses to \$100	Every 12 months	Every 12 months

**Section 5. Retirees.** All employees who retired prior to the effective date of this Agreement (January 1, 2008), shall continue to receive a contribution towards their retiree health insurance premiums not to exceed four hundred (\$400.00) dollars per month. Employees who are eligible to retire prior to July 31, 2008 with twenty-five (25) years of service and forty-eight (48) years of age, who elected to continue working shall be eligible for the above premium contribution after they retire until the age of sixty-five (65) when they become eligible for Medicare, which at that

time, this premium contribution shall cease.

## ARTICLE XVI CLOTHING ALLOWANCE

**Section 1.** Employees, except those in the fire prevention department, shall be provided a clothing allowance of one thousand (\$1,000.00) dollars annually. Such payment shall be made in January of each year.

## ARTICLE XVII MISCELLANEOUS

**Section 1. Medical Examination.** In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

**Section 2. Telephones.** During the term of this Agreement, the Employer shall not change the provisions of Ordinance Number 5134-1977, requiring police and fire employees to install a telephone in their residence. However, a cellular telephone may be used in lieu of an installed telephone line.

**Section 3. Suits Against Employees.** Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement for any liability arising from or because of any claim or suit brought against such employee arising from or because of any action or inaction by such employee in the scope of employment. The Employer shall also provide legal counsel and pay all expenses for the defense of any claim or suit brought against any such employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment.

**Section 4. Officer/Paramedic on Duty.** When needed, as determined by the Fire Chief, the Employer will call in paramedic and officer replacements.

**Section 5. Payroll Deductions.** The Employer will allow payroll deduction to Firefighter's "Community Credit Union" and other appropriate accounts as designated by the Association, upon agreement by the Employer.

**Section 6. Disciplinary Notice.** A disciplinary notice may remain in an employees' personnel folder for two (2) years in those cases where the disciplinary action is not a suspension and four (4) years in those cases where the disciplinary action is a suspension, providing there is no intervening disciplinary action during such time period. Once removed from the file, the disciplinary action may not be used in subsequent disciplinary cases.

**Section 7. Promotions.** The Employer will provide the Union one (1) set of promotional materials which will be made accessible at the main fire station for employees to review in preparation for promotional examinations. All applicants who successfully pass the promotional

examination shall be required to pass a psychological examination. The purpose of such examination is to determine whether or not a successful candidate is capable of making command decisions. Such test will be administered within twenty (20) days after determining the successful candidate. The Employer shall administer the test through a psychologist of its own choosing. In the event of failure, the candidate may challenge the Employer's psychologist's determination through a physician of his/her choosing. If there is a conflict in opinions, the parties shall select a competent psychologist who specializes in testing for a final and binding evaluation. The losing party shall pay the full cost of the examination. The psychological examination shall have no effect upon the score of the examination.

The total score utilized for the purpose of determining promotions will include the raw test score of each individual plus points based upon seniority. Evaluations will have no impact on the total score.

During the promotional probationary period, the employee shall be allowed to request a voluntary demotion for reasonable or good cause. The Employer shall not unreasonably deny such request.

**Section 8. Selection of C Days.** Selection of C Days shall proceed by seniority alone without regard to rank. Employees may, at the Chief's discretion, be permitted to exchange C-Days within a work cycle if no other employee is scheduled for that C-Day selection and such exchange will not result in any overtime payments.

**Section 9. Health and Safety Committee.** There shall be a Health and Safety Committee consisting of four (4) members, two (2) of which will be appointed by the Union and two (2) of which will be appointed by the Employer. The Health and Safety Committee will meet quarterly, or more or less often by mutual consent, and such meeting shall be scheduled at a time mutually convenient to both parties. The purpose of these meetings will be to discuss problems and objectives of mutual concern regarding health and safety conditions within the Fire Department but shall not serve as a forum for grievance presentation.

**Section 10. Probationary Period.** The probationary period shall be one (1) year.

**Section 11. Severance Benefits.** An employee who retires has the option to receive sick leave conversion payments, holiday leave pay and accrued unused leave within thirty (30) days upon retirement or in installments over the following three (3) calendar years.

## **ARTICLE XVIII** **LABOR MANAGEMENT COMMITTEE**

**Section 1.** It is agreed by and between the Employer and the Association that it is in the best interests of the parties to create a Labor Management Committee for the purpose of discussing areas of mutual concern.

**Section 2.** The Labor Management Committee shall consist of the Mayor or his designated representative and the Brook Park Chief of Fire and two (2) representatives of the Association.

Said committee shall meet at least once every three (3) months for the purpose of discussing or attempting to resolve any mutual work-related problems.

**Section 3.** Any member of the Labor Management Committee may put a matter on the committee's agenda at least five (5) working days in advance of a scheduled meeting. Both the Employer and the Association shall make every effort to implement the unanimous decisions of the committee.

**Section 4.** This committee is not intended to resolve grievances, but is intended to discuss matters of general concern.

**Section 5.** Employee members shall have the right to attend such meetings without loss of pay.

#### **ARTICLE XIX** **PENSION "PICK UP" PAYMENTS**

**Section 1.** There shall be a pension "pick up" plan in which the members' gross salary shall be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purposes of the parties in rising salaries and compensation of members as set forth in this Contract. The Employer's contribution to the Police and Fire Disability Pension Fund will be calculated on the full salary of members before the "pick up" is deducted from gross salary.

#### **ARTICLE XX** **SHIFT EXCHANGE**

**Section 1.** Non-probationary employees shall have the right to exchange shifts, when the change does not interfere with the operation of the Fire Department. Exchanges may be for the entire twenty-four (24) hour shift or any part thereof, in minimum increments of two (2) hours, unless the exchange is at the start or completion of a shift. Probationary employees may trade time at the discretion of the Chief.

**Section 2.** Shift exchanges shall not exceed three hundred sixty (360) hours in a year.

**Section 3.** Shift exchange shall not leave the Employer with less than three (3) paramedics and/or one (1) shift officer scheduled for that day.

**Section 4.** Shift exchange shall not result in any overtime compensation for any employee.

**Section 5.** Hours traded are defined as the number of hours that a firefighter is away from their own shift.

**Section 6.** Exceptions to these mandates can be granted at the discretion of the Chief of Fire depending on extenuating circumstances.

**ARTICLE XXI**  
**FIRE PREVENTION BUREAU**

**Section 1.** The Bureau shall be under the supervision of the Chief of Fire. The Lieutenant in Fire Prevention will be referenced as a Fire Inspector. Any other employee within the Bureau of Fire Prevention will be referenced as an Assistant Fire Prevention Officer.

**Section 2.** Employees in the Bureau of Fire Prevention shall work forty (40) hours per week. The normal forty (40) hour workweek shall be comprised into four (4) ten (10) hour workdays per week. The non-working fifth day of the normal Monday through Friday workweek shall be determined by the Chief of Fire for each employee. The workday hours shall be scheduled by the Chief of Fire.

**Section 3.** Employees in the Bureau of Fire Prevention shall be entitled to ten (10) hours of paid holidays for each of the holidays provided by this Agreement. Additionally, employees assigned to the Bureau shall receive three (3) personal days off of ten (10) hour shifts which must be scheduled within the calendar year.

Employees may voluntarily work on Martin Luther King Day, President's Day and/or Veteran's Day holidays and exchange those holidays for other days off during the year mutually convenient and agreeable to the employee and the Fire Chief. In the event the employee elects to voluntarily work on any of the three (3) holidays contained in this Agreement, the parties agree such day shall consist of ten (10) hours for such staff employees. Moreover, the parties explicitly agree that the provisions for overtime pay for employees who work, on a holiday shall not be applicable to any Fire Prevention Bureau employee who voluntarily elects to switch the holiday and such three (3) holidays worked in this Agreement would be at the Fire Prevention Bureau employee's straight time rate of pay.

**Section 4.** Employees in the Bureau of Fire Prevention shall be credited with sick leave of ten (10) hours for each month of service.

**Section 5.** All earned overtime by the employee beyond the normal forty (40) hour work week shall be governed by the overtime provision of the Agreement.

**Section 6.** Employees in the Bureau of Fire Prevention shall be provided with a clothing allowance of one thousand one hundred (\$1,100.00) dollars payable in January of each year.

**Section 7.** The Fire Inspector shall be paid at the same rate as a Lieutenant in the Fire Department and the Assistant Fire Prevention Officer shall be compensated with a five (5%) percent premium over the regular firefighter salary.

During the term of this Agreement, the annual salaries shall be:

Fire Inspector	Effective 1/1/11	Effective 1/1/12	Effective 1/1/13
After 48 months	\$74,807.00	\$76,303.00	\$77,829.00

Assistant Fire Prevention Officer	Effective 1/1/ 11	Effective 1/1/12	Effective 1/1/13
After 48 months	\$70,764.00	\$72,179.00	\$73,623.00

**Section 8.** Employees in the Bureau of Fire Prevention shall be governed by all other provisions of the Agreement other than those specified within this Article.

**Section 9.** Employees shall be allowed to schedule their vacations/personal days in not less than two (2) hour segments.

**Section 10.** The Assistant Fire Prevention Officer who maintains paramedic certification shall be granted one thousand five hundred (\$1,500.00) dollars annually, divided into the bi-weekly pay.

**ARTICLE XXII**  
**SAVINGS CLAUSE**

**Section 1.** 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 of governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and Association will, at the request of either party hereto, promptly enter into negotiations relative to the particular provision deemed invalid or unenforceable.

**ARTICLE XXIII**  
**MINIMUM MANNING**

**Section 1.** As long as the City continues to operate the current number of fire stations, the Employer shall maintain a schedule of not less than seven (7) fire fighters to be on duty and to be assigned fire fighter/paramedic duties.

**ARTICLE XXIV**  
**DURATION OF AGREEMENT**

**Section 1.** This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Association and except as otherwise noted herein shall become effective on January 1, 2011, and shall remain in full force and effect until December 31, 2013, unless mutually agreed otherwise by the Employer and Union. If either the Employer or the Association desire to modify or negotiate a successor Agreement, it shall serve a written Notice to Negotiate as mandated by O.R.C. 4117.14(B)(1)(a) and O.A.C. 4117-9-02(A) upon the

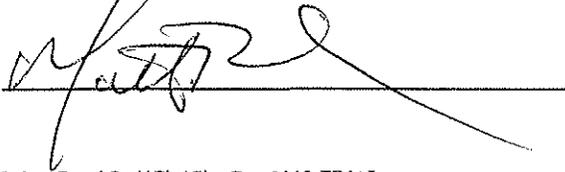
other party and file a copy with SERB on or before November 1<sup>st</sup> of the final year of this Agreement. If no Notice to Negotiate is served on the other party before this date by either the Employer or the Association, this Agreement shall remain in full force and effect for the entire year subsequent to the expiration date of this Agreement.

**ARTICLE XXV**  
**EXECUTION**

**Section 1.** This Agreement is hereby executed this \_\_\_\_\_ day of October, 2012.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

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

  
\_\_\_\_\_  
Mark Elliott, Mayor



**City of Brook Park**  
**SuperMed Plus January 1, 2011**  
**HCR (Non Grandfathered) 10% Contribution (Exhibit B)**



Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age	26	
Older Age Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Not subject to Pre Existing Conditions	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$400/ \$800	\$800 / \$1,600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,500 / \$3,000	\$3,000 / \$6,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>4</sup>	\$15 copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Injections Received in a Physician's Office	\$15 copay then 100%	70% after deductible
Administration of H1N1	100%	
<b>Preventive Services</b>		
<b>Preventive Services, in accordance with state and federal law<sup>3</sup></b>	100%	70% after deductible
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70% after deductible
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests ( To age 21)	100%	70% after deductible
Routine Vision Exam including Refraction (one exam every two benefit periods)	100%	70% after deductible
Routine Hearing Exam	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Lab, X-Ray and Medical Tests	100%	70% after deductible
Routine Endoscopic Services	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Cat Scan, MRI and Nuclear Medicine	90% after deductible	70% after deductible
Diagnostic Labs, X-Rays and Medical Tests	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (20 visits per benefit period)	\$15 copay then 100%	70% after deductible
Occupational Therapy – Facility and Professional (20 visits per benefit period)	\$15 copay then 100%	Not Covered
Chiropractic Therapy – Professional Only (24 visits per benefit period)	\$15 copay then 100%	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	\$15 copay then 100%	70% after deductible
Cardiac Rehabilitation Institutional 36 visits per benefit period, professional unlimited	\$15 copay then 100%	70% after deductible
Emergency use of an Emergency Room <sup>4</sup>	\$50 copay, then 100%	

Non-Emergency use of an Emergency Room <sup>5</sup>	Not Covered	Not Covered
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Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Rehabilitation Facility (60 days per benefit period)	90% after deductible	70% after deductible
Skilled Nursing Facility (60 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	90% after deductible	70% after deductible
Oral Accident	90% after deductible	70% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Home Healthcare (60 visits per benefit period)	90% after deductible	70% after deductible
Hospice ( 360 days per lifetime)	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	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.

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

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

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

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

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

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

<sup>5</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**City of Brook Park  
SuperMed Plus January 1, 2011**



**HCR (Non-Grandfathered) Non-Contributory (Exhibit C)**

<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	26	
Older Age Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Not subject to Pre Existing Conditions	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$1,000 / \$2,000	\$1,000 / \$2,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$3,000 / \$6,000	\$3,500 / \$7,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$20 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$20 copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Injections Received in a Physician's Office	\$20 copay then 100%	70% after deductible
Administration of H1N1	100%	
<b>Preventive Services</b>		
Preventive Services, in accordance with state and federal law <sup>3</sup>	100%	70% after deductible
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70% after deductible
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests ( To age 21)	100%	70% after deductible
Routine Vision Exam including Refraction (one exam every two benefit periods)	100%	70% after deductible
Routine Hearing Exam	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Lab, X-Ray and Medical Tests	100%	70% after deductible
Routine Endoscopic Services	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Cat Scan, MRI and Nuclear Medicine	90% after deductible	70% after deductible
Diagnostic Labs, X-Rays and Medical Tests	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (20 visits per benefit period)	\$20 copay then 100%	70% after deductible
Occupational Therapy – Facility and Professional (20 visits per benefit period)	\$20 copay then 100%	Not Covered
Chiropractic Therapy – Professional Only (24 visits per benefit period)	\$20 copay then 100%	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	\$20 copay then 100%	70% after deductible
Cardiac Rehabilitation Institutional 36 visits per benefit period, professional unlimited	\$20 copay then 100%	70% after deductible
Emergency use of an Emergency Room <sup>4</sup>	\$100 copay, then 100%	

Non-Emergency use of an Emergency Room <sup>5</sup>	Not Covered	Not Covered
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Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Rehabilitation Facility (60 days per benefit period)	90% after deductible	70% after deductible
Skilled Nursing Facility (60 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	90% after deductible	70% after deductible
Oral Accident	90% after deductible	70% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Home Healthcare (60 visits per benefit period)	90% after deductible	70% after deductible
Hospice (360 days per lifetime)	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
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.

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

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

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

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

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

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

<sup>5</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.