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12/19/2013

AGREEMENT

BETWEEN

CITY OF BEACHWOOD, OHIO

AND

NATIONAL PRODUCTION WORKERS
UNION, LOCAL NO. 707

Effective November 1, 2011, through October 31, 2014

Revised October 31, 2011

TABLE OF CONTENTS

| | <u>Page No.</u> |
|---|-----------------|
| ARTICLE 1 - PREAMBLE | 5 |
| ARTICLE 2 - PURPOSE | 5 |
| ARTICLE 3 - RECOGNITION | 5 |
| ARTICLE 4 - MANAGEMENT RIGHTS | 6 |
| ARTICLE 5 - NON-DISCRIMINATION | 7 |
| ARTICLE 6 - UNION REPRESENTATION | 8 |
| ARTICLE 7 - GRIEVANCE | 8 |
| ARTICLE 8 - GRIEVANCE; TIMELINESS | 10 |
| ARTICLE 9 - DISCIPLINARY ACTION | 11 |
| ARTICLE 10 - WAGES AND OVERTIME TO EXISTING PAY RATES | 12 |
| ARTICLE 11 - WORK DAY | 15 |
| ARTICLE 12 - COMMERCIAL DRIVERS' LICENSE | 16 |
| ARTICLE 13 - DUES DEDUCTION | 18 |
| ARTICLE 14 - PROBATION PERIOD | 19 |
| ARTICLE 15 - VACATION | 19 |
| ARTICLE 16 - HOLIDAYS AND PERSONAL DAYS | 21 |
| ARTICLE 17 - MEDICAL BENEFITS | 22 |
| ARTICLE 18 - P.E.R.S.; SALARY REDUCTION | 24 |
| ARTICLE 19 - UNIFORMS AND EQUIPMENT | 25 |
| ARTICLE 20 - LEAVE OF ABSENCE | 26 |

TABLE OF CONTENTS (Cont.)

| | <u>Page No.</u> |
|---|-----------------|
| ARTICLE 21 - SICK LEAVE | 26 |
| ARTICLE 22 - INJURY LEAVE | 28 |
| ARTICLE 23 - BEREAVEMENT LEAVE | 29 |
| ARTICLE 24 - MILITARY LEAVE..... | 29 |
| ARTICLE 25 - COMMUNICATIONS..... | 30 |
| ARTICLE 26 - CELL PHONES..... | 30 |
| ARTICLE 27 - UNFAIR LABOR PRACTICE | 30 |
| ARTICLE 28 - PERSONNEL FILES AND POLICY | 30 |
| ARTICLE 29 - LEGALITY | 31 |
| ARTICLE 30 - SENIORITY | 31 |
| ARTICLE 31 - LAYOFFS | 33 |
| ARTICLE 32 - RECALL FROM LAYOFF | 33 |
| ARTICLE 33 - PROMOTIONS | 34 |
| ARTICLE 34 - TEMPORARY TRANSFERS | 35 |
| ARTICLE 35 - OVERTIME ASSIGNMENT AND EQUALIZATION | 35 |
| ARTICLE 36 - WORK RULES | 36 |
| ARTICLE 37 - JURY DUTY | 36 |
| ARTICLE 38 - UNION LEAVE | 37 |
| ARTICLE 39 - DESIGNEES | 37 |
| ARTICLE 40 - BULLETIN BOARD | 37 |
| ARTICLE 41 - SUBCONTRACTING | 37 |

TABLE OF CONTENTS (Cont.)

Page No.

ARTICLE 42 - DURATION 38
ARTICLE 43 - CONTINUING EDUCATION 38

ARTICLE 1

PREAMBLE

This Agreement is entered into between the City of Beachwood (hereinafter referred to as the "City"), and National Production Workers Union, Local No. 707 of Cleveland, an affiliate of the National Production Workers Union (hereinafter referred to as the "Union") effective November 1, 2011, except as otherwise provided.

The undersigned hereby agree that the Collective Bargaining Agreement between the City and Union originally set to expire on December 31, 2010, and extended through Contract Extension Agreement to expire on December 31, 2011 is hereby superseded by this Agreement.

ARTICLE 2

PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve essential services to the City, establish a basis for securing cooperation and good will between the City and its employees, and set forth the basic understanding between the parties covering rates of pay, hours of work, and other conditions of employment for employees represented by the Union during the term of this contract.

ARTICLE 3

RECOGNITION

The City recognizes National Production Workers Union, Local 707 of Cleveland, an affiliate of the National Production Workers Union, as the sole and exclusive bargaining representative for all service and maintenance employees of the

City, excluding office clerical employees, part-time and temporary employees, the Service Director and the Assistant Directors, and Foremen (Superintendents) to establish rates of pay, wages, hours and other terms and conditions of employment, who shall be the "Bargaining Unit," provided, however, that lay-offs of part-time and temporary employees shall be governed by the provisions of Article 31.

ARTICLE 4

MANAGEMENT RIGHTS

Except as specified otherwise in this agreement, the management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, and this shall include but shall not be limited to:

- A. the right to manage the operations; control the premises;
- B. direct the working forces; maintain efficiency of operations;
- C. the sole right to hire, discipline, and discharge for just cause;
- D. lay off and promote; to promulgate and enforce reasonable employment rules and regulations;
- E. to reorganize, discontinue, or enlarge any department or division;
- F. to transfer employees (including the assignment and allocation of work to regular, summer and part time employees) within departments or to other departments;
- G. to introduce new and/or improved equipment, methods, and/or facilities;
- H. to determine work methods;

- I. to determine the size and duties of the work force;
- J. the number of shifts required, and work schedules;
- K. to establish, modify, consolidate, or abolish jobs (or classifications);
- L. and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, lunch periods and leave of absence, subject only to the restrictions governing the exercise of these rights as are expressly provided herein, but are subject to the restrictions and regulations governing the exercise of those rights as provided in this contract.

ARTICLE 5

NON-DISCRIMINATION

Both the City and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, fair employment practice acts, the Americans with Disabilities Act and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate or show favoritism in any manner relating to employment in violation of applicable laws, including race, color, creed, national origin, sex, disability or membership in the Union, and further to make reasonable accommodation, for any member who has a recognized disability. It is the responsibility of each member who claims protection under any of the above laws to make a written report to the Service Director with sufficient documentation for the Director to make a decision. All requests for reasonable accommodation made by a member who is unable to perform the regular assigned work shall be on a written form provided by the City, with a copy delivered to the Union. In the event of a

dispute, the City and the Union agree to make a reasonable effort to negotiate a settlement before the member or the members' representative files a grievance, a complaint with a governmental agency or a court of law.

ARTICLE 6
UNION REPRESENTATION

Section 1. Employees who are selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work. The Union shall inform the City of the names of all Union representatives.

Section 2. The City shall recognize one (1) Chief Steward and one (1) Assistant Steward for the Service Department. The Chief Steward shall represent employees on all shifts and shall be the designated Union representative on all matters pursuant to this Contract. The Assistant Steward shall be recognized when the Chief Steward is absent or otherwise not available.

Section 3. The Stewards or their substitutes as described in Section 2 of this Article shall not be allowed time to carry out the functions of their office during working hours, unless approved by the Service Director; except that immediate Step 1 grievance procedures may be on duty time but the Union shall make a good-faith effort to limit such time to a minimum.

ARTICLE 7

GRIEVANCE

Section 1. A grievance is a dispute or difference between the Union and the City, concerning the interpretation and/or

application of any provision of this Agreement and any disciplinary actions.

Section 2. When any such grievance arises, the following procedure shall be followed:

Step 1. If the employee believes he/she has a grievance, grievant and the Chief Steward must first discuss the grievance orally with the Service Director within ten (10) calendar days after the event or after he/she should have knowledge of the event. Nothing herein shall prevent the employee from verbally meeting with his/her supervisor to informally resolve any difference.

Step 2. If the grievance is not resolved at Step 1, the grievant shall within ten (10) days of the initial meeting with the Service Director file a written grievance, setting forth the complete details of the grievance, i.e. the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested, which shall be dated and signed by the employee and the Chief Steward. The Mayor, or his designee, shall within twenty (20) calendar days conduct a hearing with the employee, the Chief Steward and representative of the Union and, thereafter, shall give a written answer within twenty (20) calendar days of said hearing.

Step 3. If the grievance is not satisfactorily settled at Step 2, the Union may submit the grievance to Arbitration by notifying the Mayor in writing of its intent to do so within thirty (30) days after the Step 2 answer was issued. If the City and the Union cannot agree upon an impartial arbitrator, either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and an arbitrator will be chosen in accordance with the Service's then applicable rules and regulations for labor arbitration. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way

the provisions of this Agreement. The fees and the expenses of the arbitrator and the Federal Mediation and Conciliation Service shall be borne equally by the parties.

Section 4. The Chief Steward must be present for all meetings between the employee and the Service Director.

Section 5. This procedure shall not apply in such a manner as to increase or decrease compensation or benefits in any form inconsistent with the contract and shall not apply to compel either party to adopt a new contract or change its terms after the expiration date of this contract.

ARTICLE 8

GRIEVANCE; TIMELINESS

Section 1. To be considered valid, a grievance must be made and filed as set forth in this Agreement. A grievance which is not timely filed under this provision shall be considered void.

Section 2. Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

Section 3. Once a grievance is originally timely filed, the parties may by mutual agreement extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

Section 4. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any

decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, the Union and the members of the Union, appealable only as provided in Chapter 2711 of the Ohio Revised Code.

ARTICLE 9
DISCIPLINARY ACTION

Section 1. A non-probationary employee who could be demoted, suspended or discharged as a result of disciplinary action must be given written notice of potential disciplinary action within seven (7) work days after the City has knowledge of the conduct for which the employee might be disciplined. Such notice may be given either directly to the employee or to the Union Steward. At the time of such action, the employee shall have the right to Union representation.

Section 2. Disciplinary action taken by the City shall only be for just cause.

Section 3. (A) Reprimands shall remain in an employee's personnel file for one year from the date of the reprimand, unless the employee commits the same or similar violation within the year; in which case it will be considered a repeat violation and kept for three (3) years after the date of the reprimand.

(B) A serious violation results from a suspension of one or more working days or termination of service. Serious violations shall remain in an employee's personnel file for three (3) years from the date of the serious violation, unless the employee commits the same or similar violation within the year; in which case it will be considered a repeat violation and kept for five (5) years after the date of the serious violation.

Section 4. The Service Director shall have the authority to administer all discipline, which shall be appealable as set forth in Steps 2 and 3 above for Grievances.

ARTICLE 10
WAGES AND OVERTIME TO EXISTING PAY RATES

Section 1. Wages. Wages will continue at the rate previously established by the Collective Bargaining Agreement between the City and Union originally set to expire on December 31, 2010, and extended through the Contract Extension Agreement to expire on December 31, 2011, until January 1, 2012. Effective January 1, 2012, wages shall be assessed as follows:

| TIME PERIOD | Effective 01/01/12 | Effective 01/01/13 | Effective 01/01/14 |
|-------------------|-----------------------|-----------------------|-----------------------|
| RATE OF INCREASE | (1.5%) | (1.5%) | (1.5%) |
| MECHANICS | \$31.54 | \$32.01 | \$32.50 |
| CREW LEADER | \$26.30 | 26.70 | 27.10 |
| BODY SHOP LABORER | \$25.69 | 26.08 | 26.47 |
| LABORERS | \$24.51 | 24.88 | 25.25 |
| JANITORS | \$21.67 | 22.00 | 22.33 |
| HVAC | \$26.86 | 27.26 | 27.67 |
| ARBORIST | \$25.69 | 26.08 | 26.47 |

The City will increase wages by 3% in lieu of the 1.5% increase above to be effective December 1, 2013 if the State of Ohio provides an alternative to the Estate Tax that generates a minimum of \$2,000,000 annually to the City.

Section 2. Call-In. Minimum one (1) hour pay for show up within one (1) hour of call-in, plus minimum three (3) hours worked or pay after show-up.

Section 3. Workweek. A regular workweek is forty (40) hours and begins with the Sunday evening shift that ends on Monday morning of each week. A workday is eight (8) hours. Employees shall have the following schedule: First shift (day shift) -- 7:30 a.m. to 3:30 p.m. (unless an emergency is declared by the Service Director or his designee requiring additional or different staffs). The City may determine that a winter schedule is needed. In that case, the Service Director may establish a winter schedule as follows:

Winter Schedule

Starting the 1st Sunday in November or later, and ending the winter schedule on April 15, or earlier, as designated by the Service Director, employees may be subject to a winter schedule as follows:

Day shift -- 7:30 a.m. - 3:30 p.m.
Night shift -- 8:00 p.m. - 4:00 a.m.

Effective the 1st Saturday in November or later, through the 2nd Sunday in April or earlier, as designated by the Service Director:

Weekend shift (Saturday and Sunday) -- 8:00 a.m. - 4:00 p.m.

(Unless an emergency is declared by the Service Director or his designee requiring additional or different staffs.)

If the Service Director determines that a winter schedule is needed, the entire list of positions needed for the winter schedule shall be posted each year, subject to the Service Director's right to require some seniority on each shift in addition to crew leaders. The winter schedule shifts shall be filled by one crew leader each and then the most senior qualified volunteers. If there is an insufficient number of volunteers, the Service Director may select the least senior

employees to staff the winter and weekend shifts. The Service Director shall have the authority to establish start and end dates for the winter scheduled as set forth above, and the minimum number of employees needed for each shift. The Service Director shall give at least seven (7) calendar days' notice of the start and end dates for the winter schedule and the weekend shift, and of any change in such start and/or end dates.

Section 4. Bonus. At ratification of the contract, members of the Bargaining Unit with at least one year of service will receive the following lump sum bonus based upon Bargaining Unit and position:

| | |
|-----------------------|-------|
| Mechanics | \$950 |
| Other Service Workers | \$800 |

Members of the Bargaining Unit with at least one year of service at the time of payment will receive an additional lump sum bonus equal to the above amounts for the applicable position on the first pay date in April 2012, if the City's net income tax collection for 2011 collections exceeds \$24,250,000. Members of the Bargaining Unit with at least one year of service at the time of payment will receive a lump sum bonus equal to the above amounts for the applicable position on the first pay date in April 2013, if the City's net income tax collection for 2012 collections exceeds \$25,200,000. Members of the Bargaining Unit with at least one year of service at the time of payment will receive an additional lump sum bonus equal to the above amounts on the first pay date in April 2014, if the City's net income tax collection for 2013 collections exceeds \$26,765,000. "Net income tax collections" shall mean gross taxes collected less refunds issued, and the "collection year" is money received by the City during the calendar year.

ARTICLE 11
WORK DAY

The regularly scheduled work day shall be from 7:30 A.M. until 3:30 P.M., Monday through Friday as follows:

1. Employees shall not have regularly scheduled morning or afternoon breaks. If an employee needs to use a toilet facility, the employee shall use the nearest available public facility. Use of the restroom facility does not include obtaining coffee, beverages, snacks, newspapers, etc. It is not to include socializing with other employees in or out of the Service Department;
2. Employees shall not enter the service yard for lunch prior to 12:00 Noon and must be out of the service yard by 12:45 P.M.;
3. Employee shall not enter into the service yard at the end of the day prior to 3:25 P.M.

Section 1. Overtime. Overtime is payable at time and one-half time regular pay when an employee actually works for more than forty (40) hours in any week. All excused absences (Sick Leave, Injury Leave, Bereavement Leave, Vacation Leave, Personal Day Leave, Holiday Leave) shall be counted as a day worked for overtime purposes. All leave must be taken in increments of at least one hour. Specifically, use of leave time in amounts other than increments of one (1) hour shall not be included in hours worked for the purpose of computing overtime pay and shall be paid at the regular rate. Employees who are required to work on a holiday shall be paid one and one-half (1.5) times regular pay for actual hours actual hours worked in addition to holiday pay.

Section 2. New Employees. During probation for newly hired employees, regular pay less two dollars (\$2.00) per hour.

Section 3. Longevity.

A. For laborers who were employed prior to July 1, 1989: they shall be paid longevity at a rate of seven percent (7%) of their base wage rate, for each year after the fifth year of service with the City. Laborers who were employed prior to July 1, 1989, and are subsequently promoted to another position with the City shall continue to receive longevity at a rate of seven percent (7%) their base wage rate.

B. For all employees hired after July 1, 1989, but prior to May 22, 2002, longevity shall be paid based on the following schedule:

| | | |
|---------------------------|----------------------|-----|
| After 7 years of service | \$550.00 | .26 |
| After 8 years of service | \$600.00 | .29 |
| After 9 years of service | \$650.00 | .31 |
| After 10 years of service | \$700.00 | .34 |
| After 11 years of service | \$750.00 | .36 |
| After 12 years of service | \$800.00 | .38 |
| After 13 years of service | \$850.00 | .41 |
| After 14 years of service | \$900.00 | .43 |
| After 15 years of service | 7% of base wage rate | |

C. For all employees hired after May 22, 2002, longevity shall be paid based on the following yearly schedule:

| | | | | | | | | |
|-----|------------|-----|-----|------------|-----|-----|------------|-----|
| 7. | \$ 850.00 | .41 | 12. | \$1,100.00 | .53 | 17. | \$1,350.00 | .65 |
| 8. | \$ 900.00 | .43 | 13. | \$1,150.00 | .55 | 18. | \$1,400.00 | .67 |
| 9. | \$ 950.00 | .46 | 14. | \$1,200.00 | .58 | 19. | \$1,450.00 | .70 |
| 10. | \$1,000.00 | .48 | 15. | \$1,250.00 | .60 | 20. | \$1,500.00 | .72 |
| 11. | \$1,050.00 | .50 | 16. | \$1,300.00 | .63 | | | |

THIS SCHEDULE

TRETTAPELLI
SMITH
ESTES
CALLETTA
BEHN
DI FRANCO

ARTICLE 12

COMMERCIAL DRIVERS' LICENSE

Section 1. License Requirement and Reimbursement. All

Mechanics, Laborers and Crew Leaders shall have, renew and

maintain a valid Ohio Commercial Drivers' License. In the event that the City employs a person without such license, that person shall obtain such license within sixty (60) days. The City shall reimburse a member who has never had such license and/or who renews his/her license, for the reasonable cost of obtaining the license (not to exceed \$350.00) if (1) such employee remains employed by the City for one (1) year after being issued the license and (2) the license is at that time in good standing.

Section 2. Revocation or Suspension of License.

- A. In the event that an employee's Commercial Drivers' license is suspended by the State of Ohio or a court of law, or if the employee fails to renew the license before expiration, the employee shall notify the Director at once and shall not operate any vehicle for which the member is not licensed. The Director will assign the employee to non-driving work if such work is available and at the assigned position's regular rate of pay. If no work is available, the employee shall be laid off (with no bumping rights) until such time as work becomes available.
- B. The City will hold the employee's job open for thirty (30) days after the employee's loss of the CDL or failure to pass the CDL examination. If the employee obtains a CDL in that period, the employee will be returned to the regular duties and pay rate held before the loss of the CDL. If the employee fails to obtain a CDL before the employee's former position has been filled, the employee shall remain in the available work or on layoff until work becomes available.
- C. In the event that an employee's driving record and/or accident rate, whether as an employee of the City or otherwise, is such that the insurance company insuring the City refused to insure that employee as a driver of a City vehicle, the Director shall notify the employee at once, and shall attempt to re-validate the insurance coverage for a period of fourteen (14) days. If the insurance coverage cannot be obtained, then the Director shall take the same procedure as if the

employee lost his/her license under paragraph B, above.

ARTICLE 13

DUES DEDUCTION

Section 1. Within ten (10) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues-paying members of the Union, or, as a condition of continued employment, remit to the Union a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall, within one (1) year from the date of hire, either elect to become employees of the Union or remit the fair share fee. The fair share fee amount will be certified to the City by the Union. The deduction of the fair share fee from any earnings of the employee is automatic and does not require a written authorization. The deduction of the fair share fee will not be made until the City receives written notice to begin deductions from the Controller of the Union. As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the Union.

Section 2. The Employer agrees to deduct Union dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction and pay such funds over to the Union as soon as reasonably possible with a list of employees and such pertinent information as the Union may request. The amounts deducted will be remitted to the controller of the Union. Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payments to the Union of regular dues deductions. The Union shall indemnify the City and hold it

harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the City in complying with provisions of this Article.

ARTICLE 14

PROBATION PERIOD

Section 1. The probation period for new employees other than those referred in Section 2 shall be one (1) year from the date of hire. During this period, an employee may be terminated without cause if the Service Director determines that the employee is unable to perform the required work.

Section 2. If an existing employee is appointed to a new position, and is terminated during the probation period, such employee shall return to the employees' previous job, unless the termination was for just cause as a discipline matter. An existing employee who is selected for any bargaining unit position shall be considered to have qualified when he completes a probationary period of sixty (60) workdays.

ARTICLE 15

VACATION

Section 1. (A) Annually, each employee in active pay status shall receive paid vacation on an accrual basis based on the following schedule on a pro rata basis equally throughout the year:

| <u>Years of Continuous Service</u> | <u>Annual Vacation Allotment</u> | <u>Accrual by Pay Period</u> |
|------------------------------------|----------------------------------|------------------------------|
| One (1) year | 80 hours | 3.08 hours per pay |
| Six (6) years | 120 hours | 4.62 hours per pay |
| Ten (10) years | 160 hours | 6.16 hours per pay |
| Seventeen (17) years | 200 hours | 7.7 hours per pay |

At the year end, any adjustment required due to rounding will be performed to insure that the total hours accrued in the year equal the appropriate annual allotment.

(B) Employees in active pay status may either cash out unused vacation hours at the end of the year only or may carry forward an amount of unused vacation time not to exceed one and one-half (1.5) times their annual allotment.

Section 2. Scheduling. Vacation shall be scheduled by the Service Director, but employees can select vacation time based upon seniority and shall request vacation time no later than 7:15 A.M. prior to the commencement of the shift(s) for which the employee is requesting vacation. Provided, however, an employee must use vacation leave in a minimum increment of one (1) hour, subject to the approval of the Service Director. City shall post monthly a list of available accrued vacation time for all Service Department employees.

Section 3. Restricted Periods.

Employees shall be scheduled for vacation leave as follows:
Employees shall be scheduled for vacation leave as follows:

Five (5) employees shall be allowed to be on vacation at one time during the months of April, May, and September.

Six (6) employees shall be allowed to be on vacation at one time during the months of June, July, and August.

Four (4) employees during October.

Three (3) employees during November, December, January, February and March.

For the purpose of this section only, "employees" shall mean all individuals other than those classified as Mechanics or HVAC.

Additionally, while the aforementioned numbers represent the "guaranteed" number of individuals allowed off on vacation, the Employer may elect to exceed those figures if the circumstances warrant. However, the employer's denial of vacation to an individual that would exceed the number listed is not subject to the grievance procedure.

Mechanics and HVAC shall be granted vacation at the employer's discretion. However, the employer shall not unreasonably deny any request from these individuals. Any denial of vacation for Mechanics/HVAC may be subject to the grievance procedure.

ARTICLE 16

HOLIDAYS AND PERSONAL DAYS

Section 1. Eligibility for "personal days" becomes effective after ninety (90) days of employment. Thereafter, each member of the bargaining unit shall be entitled to three (3) personal days annually, on a day to be selected by the member and approved by the Director, but not during the Restricted Periods listed in Article 15, Section 3. Personal days may be used for any purpose, including a verified family or personal emergency. Each employee shall be entitled to the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Effective 2002, each employee shall be entitled to receive the day after Thanksgiving as an additional holiday. To earn holiday pay, an employee must

have worked the full day before and the day after the holiday, unless an absence is excused for illness, personal leave, bereavement leave or vacation. Personal days shall be prorated during the first and last years of employment.

Section 2. In the event of an emergency, the City has the authority to suspend, postpone, or cancel vacation days or personal days off to meet management needs.

Section 3. Employees shall be given credit, for purposes of calculating vacation time only, for up to three (3) years of prior public service, including prior time with the City of Beachwood. Employees claiming such prior public service credit shall notify the City within ninety (90) days of the date of hire. Existing employees shall have until March 31, 2008 to notify the City of such prior public service. There shall be no retroactive adjustment for existing employees. Prior to receiving any credit for prior service time, such time must be verified by previous employers. Such verification must be in writing from an individual with fiduciary responsibility in the verifying agency, subdivision or municipality. In the absence of verification from the previous employer, the City may accept a copy of an individual's annual statement from PERS.

ARTICLE 17 MEDICAL BENEFITS

Section 1. Members of the Bargaining Unit shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A.

Section 2. The City may contract (if possible) with another company and/or alternate coverage to maintain substantially similar benefit levels at lower rates. The City

agrees to discuss such changes with the Union prior to implementation.

Section 3. In the event that non-Bargaining Unit employees receive a materially better health care insurance plan, the Union may elect that coverage in lieu of the above plan and adopt the contributions that non-Bargaining Unit employees are required to make, if any, that are part of the structure of such plan.

Section 4. Health Premium Offset. Effective January 1, 2012, all Bargaining Unit members will be required to contribute 15% of the premium cost toward their health care. The City will offset all, or a portion of this cost, by providing offset in the following monthly amounts based on the individual's coverage.

| | |
|---------------------------|----------|
| Single | \$101.00 |
| Employee + Spouse | \$201.00 |
| Employee + Child | \$141.00 |
| Employee + Children | \$177.00 |
| Family, 1 Child | \$247.00 |
| Family, multiple Children | \$305.00 |

In addition to providing the above offset the City will establish an IRS 125 Plan (premium only) to make employees contributions pre-tax. Offset amounts are based upon employee and family members on Plan, excluding adult age dependents age 23 or older. For example, employee and spouse with one child under 23 will receive \$247 per month, or with one child 23 or older will receive \$201 per month.

Section 5. Flexible Spending Account. - Effective January 1, 2012, the City is permitted to modify the existing Health Care Coverage to include deductibles, coinsurance, co-pays, maximum Out-of-Pocket amounts for coinsurance, and increases to drug co-pays as per the attached Exhibit A. To help offset the

effect of these changes, the City will establish a Flexible Spending Account for each member of the Bargaining Unit and annually fund such account as follows:

| | |
|---------------------------|------------|
| Single | \$ 500.00 |
| Employee + Spouse | \$1,000.00 |
| Employee + Child | \$1,000.00 |
| Employee + Children | \$1,100.00 |
| Family, 1 Child | \$1,100.00 |
| Family, multiple Children | \$1,200.00 |

In addition to the amount funded by the City, the employee will have the option of electing to deposit additional funds into this account. In accordance with current tax laws, amounts deposited into this account by both the City and/or the employee are presently not subject to Federal, Medicare, State, or local taxes, however, any amounts remaining in this fund 60 days after the end of the year are returned to the City, not the employee.

In addition, according to current pension guidelines, amounts paid into this account by the City are not currently considered earnable salary; however any elective contributions made by the employee do not reduce their earnable salary. The Flexible Spending Account shall at all times be subject to prevailing tax and pension laws.

Section 6. The City shall provide \$10,000 group term life insurance per employee.

ARTICLE 18

P.E.R.S.; SALARY REDUCTION

Section 1. Pension. Pension benefits are established under the laws of the State of Ohio. The City will maintain a "Salary Reduction" plan to permit a reduction in wages so that the City will pay the employees' contribution to P.E.R.S. The plan shall

not create any additional costs to the City other than administrative costs.

Section 2. Pension Contribution Protection. In the event that the State increases the employee share of pension contributions and at the same time reduces the City's contribution, the City will make a one time increase of the employee's wages by the same percentage as the change made by the State, effective as of the date of the change in State law. However, no adjustment will be made to offset an increase in the employee's contribution not offset by a corresponding reduction in the City contribution.

ARTICLE 19
UNIFORMS AND EQUIPMENT

Employees in the Service Department shall receive and be held responsible to wear eleven (11) uniform sets (pants and long or short sleeve shirts, 3 sweat shirts, and 5 tee shirts) per year. Also, a winter coat, winter coveralls as part of the uniform provided by the City, summer hat and gloves shall be provided as directed by the Service Director and approved by the Mayor, to be supplied by the City at its costs. Winter uniforms shall be provided in the first week of November, and summer uniforms shall be provided in the first week of April. Such uniforms shall remain the property of the City and are not to be used when not on duty. The uniform appropriate to the season shall be worn and visible at all times, unless a non-uniform item is approved in advance by the Service Director. Each employee is required to purchase shoes/boots to wear on the job of a type to meet City specifications and will be paid the sum of Two Hundred Dollars (\$200) per year of the second pay in January to employees of record on that date only. If the employee is requesting replacement of gloves, hats, or vests,

the employee must either return the old item prior to issuance of the replacement item, or submit appropriate paperwork demonstrating why the old item cannot be returned. Employees of a subcontractor who are performing regular cleaning functions inside the City Hall complex shall be required to wear uniforms similar to those worn by Union employees who regularly work inside the City Hall complex.

ARTICLE 20
LEAVE OF ABSENCE

Each employee shall have one (1) unpaid leave of absence not to exceed six (6) months for any injury(ies) or illness(es). Such request for a (1) leave of absence and (2) to return to work shall be reasonably supported by medical evidence signed by a doctor.

ARTICLE 21
SICK LEAVE

Section 1. Sick Leave Payout. Shall accumulate at the rate of 4.6 hours for every eighty (80) hours worked per year, while in active pay status,¹ up to a maximum of one thousand five hundred (1,500) hours. At the end of the 2004 payroll year, any employee who has in excess of one thousand five hundred (1,500) hours will receive a lump sum cash payment of thirty-three and one-third percent (33-1/3%) of the hours in excess of one thousand five hundred (1,500) hours. Such payment will be made in the first pay period in 2005. Subsequently, on an annual basis, any employee who has in excess of one thousand five

¹ Active pay status occurs when an employee has worked one (1) or more days in a pay period or has requested use of approved leave hours supported by sufficient balances for one (1) or more days in the pay period. An inactive pay status may result from absences arising from claims allowed for workers' compensation, approved administrative leave or leaves without pay.

hundred (1,500) hours at the end of each payroll year shall be entitled to convert thirty-three and one-third percent (33-1/3%) of the excess hours into a lump sum cash payment. Any excess will be converted into a lump sum cash payment with the first pay of the subsequent year. Conversion of thirty-three and one-third percent (33-1/3%) sick leave to a lump sum cash payment shall terminate any right to any future payment for all sick leave so converted. Upon death or retirement, or if an employee becomes totally disabled, he/she (or his/her estate) shall be entitled to convert fifty percent (50%) of the accumulated but unused sick leave into a lump sum cash payment. Retirement shall be defined to mean eligibility for and receiving retirement benefits from the Public Employees Retirement System of Ohio.

Section 2. Doctor's Report. A doctor's report signed by a physician or dentist shall be presented to the Service Director by an employee missing more than three (3) consecutive days from work for accident or illness, setting forth the conditions which prevented the employee from working, prior to resuming work. Provided, however, if an employee abuses sick leave, i.e. is absent in a manner to establish a pattern, takes sick leave in excess of eighty (80) hours on a single day or hourly basis, he/she shall be subject to being required to bring in a doctor's note on any subsequent absence for a period of twelve (12) months. Eighty (80) hours on a single day or hourly basis will mean sick leave hours will be counted against the employee, for the purpose of sick leave abuse, only when a full day or less is taken off. When more than one (1) consecutive day is used, no time will be counted towards the employee's 80-hours.

Examples:

Employee leaves three (3) hours early - 3 hours counted against employee
Call off sick one (1) day - 8 hours counted against employee

Leave at noon, call-off next day - 0 hours counted against employee
Call off two (2) consecutive days - 0 hours counted against employee

Any sick leave used supported by a doctor's note will not be counted towards the eighty (80) hours entitlement or used to establish a pattern. The period of twelve (12) months will run from the date the employee is officially notified by the Service Director and/or his designee until the same day the following year. Vacation and sick time shall be taken in increments of not less than fifteen (15) minutes. Employees must use sick time at a minimum of one (1) hour, but may use additional sick time in fifteen (15) minute increments.

ARTICLE 22
INJURY LEAVE

Each full-time employee who has a valid workers' compensation related injury shall be entitled to a total of sixty (60) work days of injury leave with pay and other benefits resulting from an incident causing an injury(ies) in the course of or arising out of the employee's employment with the City.

1. "Injury leave" shall not be deducted from sick leave but must be used within nine (9) months of the injury.
2. An injury in the course of or arising out of the employee's employment with the City must be reported in writing to the Service Director or Assistant Service Director on the day the injury occurs.
3. The City may require authorization to return to work by a physician approved by the City prior to the employees return to work.
4. The City and the Union shall agree upon a transitional work program to encourage employees injured in the course of their employment with the City to return to work as quickly as possible, subject to appropriate limitations

ARTICLE 23

BEREAVEMENT LEAVE

Each full-time employee shall be entitled to an excused absence from work due to the death of a spouse, child, stepchild, grandchild, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, grandparent, or aunts and uncles for a period not to exceed three (3) days. Appropriate documentation shall be provided to support the request for paid leave. Additionally, an employee may take up to two (2) non-paid days off for a verified out of state funeral.

ARTICLE 24

MILITARY LEAVE

Any person who is a reserve member of the armed forces of the United States called for temporary duty shall be granted a leave of absence not to exceed fifteen (15) days in any calendar year, without pay, but otherwise in accordance with Section 5903.061 O.R.C., and a leave of absence not to exceed thirty one (31) days in one (1) calendar year if called to duty in the Ohio National Guard, Ohio Military Reserve or Ohio Naval Militia, without pay. Military leave shall be provided as set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Section 4301, and other provisions of State and Federal law. While an employee is on active military service, the City shall reimburse the employee for the actual cost of the medical coverage elected by the employee and his/her dependents pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee returning from active military service shall be entitled to ten (10) days paid

administrative leave after his/her return from military service before he/she is required to return to work.

Employees on active military service shall not be entitled to any compensation or benefits from the City except as set forth in this Article 24.

ARTICLE 25
COMMUNICATIONS

All communications between the Union and the City must be initiated through the Service Director, unless a City policy specifies otherwise (i.e., the harassment policy).

ARTICLE 26
CELL PHONES

Limited use of personal cell phones while on City time is permitted, provided that cell phones may not be used while the employee is driving a City vehicle or operating City equipment, and use of the cell phone shall be limited so as not to cause a work stoppage.

ARTICLE 27
UNFAIR LABOR PRACTICE

Governed under the laws and regulations of the State of Ohio.

ARTICLE 28
PERSONNEL FILES AND POLICY

Section 1. The City maintains individual personnel files and an employee may be permitted to review his/her file not more than twice a year with at least a three (3) day written request, or in direct response to a pending grievance.

Section 2. Should an employee upon review of the personnel file discover material of a negative or derogatory nature, the

employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

ARTICLE 29

LEGALITY

It is the intent of the City and the Union that this Agreement comply, in every respect, with applicable legal statutes, existing Charter requirements, governmental regulations which have the effect of law, and judicial decisions. If it is determined by proper authority that any provision of this Agreement is in conflict with law, that provision shall be null and void. In the event that a court of competent jurisdiction determines that S.B. 133 is not mandated against a Charter municipality, in whole or part, then this Agreement is amended to conform to law, but either party with ninety (90) days, may request the other party to meet and consider alternate provisions, if any, to accomplish the spirit and intent of this Agreement. The City agrees that a Charter amendment enacted during the term of this contract shall not have the effect of amending or voiding any provision herein.

ARTICLE 30

SENIORITY

Section 1. Seniority shall be an employee's uninterrupted length of continuous service with the City commencing with the employee's date of hire. An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Students and summer employees have no seniority or

seniority rights. Part-time employees shall have seniority rights only as against other part-time employees. Full-time employees shall have seniority rights as against other full-time employees and as against part-time employees

Section 2. Continuous service and seniority shall be broken when an employee:

- A. resigns;
- B. is discharged;
- C. is laid off for a period of twenty four (24) months;
- D. fails to report to work within seven (7) working days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician; in that event the employee shall remain eligible for recall for six (6) additional months.

Section 3. The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the Agreement and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department, date of hire, and designation as to full-time or part-time status for each employee. The City shall provide the Union's Business Agent and Chief Steward with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

ARTICLE 31

LAYOFFS

Section 1. Whenever it is necessary for the City to reduce its forces due to lack of work or lack of funds, the employees will be laid off in the following order:

- a. students;
- b. regular full-time employees who have not completed their probationary period;
- c. part-time and seasonal or temporary employees;
- d. regular full-time employees within the classification affected who have completed their probationary period.

Section 2. Regular full-time employees shall be laid off on the basis of their seniority within their classification. When the seniority of two (2) or more employees is equal, employees shall be laid off by the drawing of lots. In the event an employee cannot hold in his present classification, he shall have the right to "bump" an employee with lesser seniority provided the employee has the immediate ability to perform the work.

Section 3. In the event an employee is laid off, he shall receive payment on a prorated basis for any earned but unused vacation and personal holidays not later than the second regular pay day after the layoff.

ARTICLE 32

RECALL FROM LAYOFF

Employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff will be given ten (10) working days' notice of recall from the date the employee receives notice of the recall. Recall notices shall be

sent by certified mail, return receipt requested, to the employee's last known address as shown on the City's records. In the event a job opening occurs in a lower-rated classification, the most senior employee on layoff will be recalled and given the option of accepting the job or not, provided he has the immediate ability and qualifications to perform the work in question. If the employee accepts the job opening, he will have the right to claim his original classification in the event it becomes available within one (1) year.

ARTICLE 33

PROMOTIONS

Section 1. For the purpose of these provisions a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular job description and/or classification, a newly created job or, an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment where the City determines that job is to be filled.

Section 2. Whenever a vacancy occurs within the bargaining unit, unless the agreement permits the Service Director to appoint without posting, notice of such vacancy shall be posted on the employee bulletin board for a period of not less than five (5) consecutive working days, not including the date of posting. During the posting period, anyone within the Department or bargaining unit wishing to apply for the vacant position shall do so by submitting written application, to the Service Director. Posting shall contain the requirements as set forth in the job description/classification, shift and the rate of pay.

Section 3. All applications filed in a timely manner will be reviewed by the Service Director within ten (10) working days. The job shall be awarded to the qualified applicant with the most bargaining unit seniority. By the end of the tenth working day, a notice will be posted showing the name of the applicant selected or indicating no one was selected. If no application is received or none of the applicants meet the minimum qualifications for the job, in the reasonable judgment of the Service Director, the City may fill the job by hiring a new employee.

Section 4. Should an employee fail to qualify in the reasonable judgment of the Service Director during his probationary period for a position acquired through job posting, or during this probationary period, voluntarily requests to be relieved of this job, he shall be returned to his former position. The Union shall have the right to grieve the City's decision to promote, qualify or disqualify an employee within this article.

ARTICLE 34

TEMPORARY TRANSFERS

A temporary transfer shall not exceed forty-five (45) consecutive calendar days.

ARTICLE 35

OVERTIME ASSIGNMENT AND EQUALIZATION

Section 1. The City shall be the sole judge of the necessity for overtime and overtime work shall not be refused unless an employee is unable to work due to illness or injury.

All regular overtime (snowplowing is not regular overtime and shall be offered on an as needed basis) shall be offered first to full-time members from a list of employees who are qualified to perform the work in the order of seniority and by classification, then to part-time employees from a list in the order of seniority and by classification and last to persons who are not members of the Union. In offering overtime, the Service Director shall make reasonable attempts to equalize overtime, but may also consider the skill levels of the persons assigned to any overtime work.

Section 2. The City agrees to first offer overtime opportunities to full-time employees before offering the overtime opportunity to part-time employees. The City agrees to first offer additional hours to part-time employees before offering the assignment to non-bargaining unit employees.

ARTICLE 36

WORK RULES

Section 1. The Service Director may establish reasonable work rules for the operation of the Department. Prior to any new rule being promulgated, the Service Director shall send a copy to the Union. The application of a work rule may be grieved.

ARTICLE 37

JURY DUTY

Each member of the bargaining unit who is called for Jury Duty shall be permitted fourteen (14) days service per calendar year with regular pay and benefits. Leaves beyond fourteen (14) days may be accommodated through unused vacation or through an unpaid leave of absence. The member shall request to serve at

times other than December 20 to March 1. The pay for jury duty shall be refunded to the City.

ARTICLE 38

UNION LEAVE

The Chief Steward of the Union may have a leave of absence not to exceed ten (10) days a calendar year to attend Union functions. During such period, no wages or other benefits shall be paid or accrue other than Medical Benefits and Longevity.

ARTICLE 39

DESIGNEES

Whenever in this contract an official of the City is mentioned, such official's designees may act on the official's behalf. Unless otherwise provided, the word "member" or "employee" means a member of the bargaining group represented by the "Union."

ARTICLE 40

BULLETIN BOARD

The City shall provide the Union with one (1) enclosed and locked bulletin board in the Service Department at a mutually agreed location. Further, the City shall provide the Union with a mail box in the City Hall.

ARTICLE 41

SUBCONTRACTING

During the period of this contract, the City agrees not to lay off any employee employed by the City on the date this Contract is signed, as a result of any subcontracting of work

ordinarily performed by the Union. The City agrees to hold outside contractors working inside City Hall to the same dress code standard required of the Union Janitors.

ARTICLE 42

DURATION

This Agreement represents a complete and final understanding on all bargaining issues between the City and the Union and shall supersede previous Agreements. It shall be effective and remain in full force and effect from November 1, 2011, until October 31, 2014, thereafter in effect from year to year unless at least ninety (90) days prior to said expiration date, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions, pursuant to O.R.C. Section 4117.14. If such notice is given, negotiations shall be promptly commenced.

ARTICLE 43

CONTINUING EDUCATION

If continuing education or additional training is required by the City, the City shall pay all costs of such training and shall provide paid time for such training. If an employee desires to obtain additional training which is not required by the City, such training shall be reimbursed based upon the City's educational reimbursement policy contained in Section 2.8 of the Administrative Salary Ordinance.

WHEREFORE, this agreement shall be in full force and effect during its term and according with the provisions herein set forth.

Signed this _____ day of _____, 2011, at Beachwood, Ohio. This Agreement shall be binding upon the City,

its officials and their successors in office, but subject to the legislative approval of the City Council.

CITY OF BEACHWOOD, OHIO

NATIONAL PRODUCTION WORKERS
UNION, LOCAL NO. 707

By: Merle S. Guden

By: John J. Ahern

By: _____

By: Raymond

By: D. A. [unclear]

By: John [unclear]

By: Nancy Ann Cannon

By: Edward [unclear]

By: _____

By: _____

its officials and their successors in office, but subject to the legislative approval of the City Council.

CITY OF BEACHWOOD, OHIO

By: Merle S. Gault

By: _____

By: W. A. Byers

By: Margaret Rose Cannon

By: _____

NATIONAL PRODUCTION WORKERS UNION, LOCAL NO. 707

By: John J. Oliver

By: Greg M. Munnell

By: Paul Esteban

By: Charles G. Giff

By: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Beachwood, Ohio, under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City under the foregoing Agreement during the 2011 fiscal year have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: Nov 8, 2011



David A. Pfaff
Director of Finance
City of Beachwood, Ohio



**City of Beachwood
SuperMed Plus
(Non-Grandfathered)
Effective 1-1-12**



| Benefits | Network | Non-Network |
|--|---|----------------------|
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age | Age 26 | |
| Older Age Child | Age 28 Removal upon Birthday | |
| Lifetime Maximum | Unlimited | |
| Benefit Period Deductible – Single/Family ¹ | \$200/\$400 | \$400/\$800 |
| Coinsurance | 90% | 80% |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family | \$200/\$400 | \$500/\$1,000 |
| Physician/Office Services | | |
| Office Visit (Illness/Injury) ² | \$10 copay, then 100% | 80% after deductible |
| Urgent Care Office Visit ² | \$10 copay, then 100% | 80% after deductible |
| All Immunizations | 100% | 80% after deductible |
| Preventative Services | | |
| Preventive Services, in accordance with state and federal law ^{3,4} | 100% | 80% after deductible |
| Routine Physical Exam (Ages nine and over, one exam per benefit period) | 100% | 80% after deductible |
| Well Child Care Services including Exam and Immunizations (To age nine) | 100% | 80% after deductible |
| Well Child Care Laboratory Tests (To age nine) | 100% | 80% after deductible |
| Routine Exam associated with a Pap Test (One per benefit period) | 100% | 80% after deductible |
| Routine Laboratory Tests | 100% | 80% after deductible |
| Routine Mammogram (One per benefit period) | 100% | 80% after deductible |
| Routine Pap Test (One per benefit period) | 100% | 80% after deductible |
| Routine PSA | 100% | 80% after deductible |
| Routine Endoscopic and colonoscopy services | 100% | 80% after deductible |
| Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages nine and over, one each per benefit period) | 100% | 80% after deductible |
| Outpatient Services | | |
| Surgical Services | 90% after deductible | 80% after deductible |
| Diagnostic Services | 90% after deductible | 80% after deductible |
| Physical/Occupational Therapy - Facility and Professional (40 visits per benefit period) | 90% after deductible | 80% after deductible |
| Chiropractic Therapy – Professional Only (12 visits per benefit period) | 90% after deductible | 80% after deductible |
| Speech Therapy – Facility and Professional (20 visits per benefit period) | 90% after deductible | 80% after deductible |
| Cardiac Rehabilitation | 90% after deductible | 80% after deductible |
| Emergency use of an Emergency Room ⁵ | \$50 copay, then 100% | |
| Non-Emergency use of an Emergency Room ⁶ | \$50 copay, then 100% | \$50 copay, then 80% |

| Benefits | Network | Non-Network |
|--|--|----------------------|
| Inpatient Facility | | |
| Semi-Private Room and Board | 90% after deductible | 80% after deductible |
| Professional Services | 90% after deductible | 80% after deductible |
| Maternity | 90% after deductible | 80% after deductible |
| Skilled Nursing Facility (100 days per benefit period) | 90% after deductible | 80% after deductible |
| Additional Services | | |
| Allergy Testing and Treatments | 90% after deductible | 80% after deductible |
| Ambulance | 90% after deductible | 80% after deductible |
| Durable Medical Equipment | 90% after deductible | 80% after deductible |
| Home Healthcare | 90% after deductible | 80% after deductible |
| Hospice | 90% after deductible | 80% after deductible |
| Lasik Eye Surgery (Employee Only) | 90% after deductible | 80% after deductible |
| Organ Transplants | 90% after deductible | 80% after deductible |
| Private Duty Nursing | 90% after deductible | 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.

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

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

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

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

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.

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

AN ORDINANCE AUTHORIZING THE MAYOR TO EXTEND A CURRENT CONTRACT WITH THE NATIONAL PRODUCTION WORKERS UNION LOCAL 707 (SERVICE DEPARTMENT)

WHEREAS, the Mayor has approved a proposed new Contract effective November 1, 2011 through October 31, 2014 with the National Production Workers Union Local 707 (Service Department), which has been ratified and approved by the members of the Union and is submitted to the Council for its consideration and approval; and

WHEREAS, the terms and conditions of the Contract are fair and reasonable to all parties.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Mayor is hereby authorized to enter into and execute a new Contract on behalf of the City effective November 1, 2011 through October 31, 2014 with the National Production Workers Union Local 707, as set forth in the Contract, a copy of which is attached hereto and incorporated by reference as if fully rewritten herein.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105, Codified Ordinances of the City.

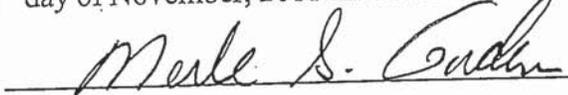
Section 3: This Ordinance is hereby declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that it is necessary to approve the said contracts promptly as required by the Ohio SERB laws.

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

Attest: I hereby certify that this legislation was duly adopted on the 31st day of October, 2011, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 1st day of November, 2011.


Clerk

Approval: I have approved this legislation this 1st day of November, 2011 and filed it with the Clerk.


Mayor