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AN AGREEMENT

Between

THE CITY OF BAYVILLAGE, OHIO

and

***AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
OHIO COUNCIL 8, AFL-CIO AND LOCAL 3816,
SERVICE***

EFFECTIVE: January 1, 2013

EXPIRES: December 31, 2015

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Bay Village, Ohio, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and Local 3816, Service, hereinafter referred to as the "Union".

ARTICLE II

PURPOSE AND INTENT

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

ARTICLE III

RECOGNITION

3.01 The Union is recognized as the sole and exclusive bargaining representative for the following job classifications for the purpose of establishing wages and terms and conditions of employment. The Union's exclusive bargaining unit shall include all of the employees in the following job classifications and the City will not recognize any other union, organization or person as the representative for any employees within such classifications: all full time and regular part time employees occupying the classification of Specialist I, Specialist II, Leadman Mechanic, Leadman, and Mechanic. The following job classifications are specifically excluded from the bargaining unit: all management level, professional, confidential and supervisory employees and members of the Police and Fire Departments as defined in the Act, and all clerical, casual and seasonal employees, including the Mayor and Service Director.

3.02 A joint petition to amend be filed with SERB to add all of the included bargaining unit classifications currently listed in the recognition article.

3.03 If substantial changes occur in the operations of the Service Department creating the opportunity and need to establish a new job classification, the Employer shall establish and describe the content of the classification and it shall establish a pay structure for that classification and may implement the classification. The content of the classification and the pay structure shall then be reviewed with the Union. If the Union is not in agreement with the classification or rate of pay, it can file a grievance at Step 3 of the Grievance Procedure within thirty (30) calendar days following the termination of discussions. If the grievance is arbitrated, arbitrator's award shall become final and binding and the rate of pay shall be retroactive to the date employee commenced position between the Union and the City in accordance with this Article. Any rate and classification agreed to by the City and the Union shall become part of the bargaining unit wage

schedule of this Contract.

ARTICLE IV

MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, transfer and discharge, suspend or discipline employees for just cause; 2) determine the number of persons required to be employed, or laid off; 3) determine the qualifications of employees; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE V

NO-STRIKE/NO-LOCKOUT

5.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

5.03 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action.

5.04 The Employer shall not lock-out any employees during the term of this Agreement.

ARTICLE VI

NON-DISCRIMINATION

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

6.02 The Employer and the Union expressly agree that membership in the Union is at the option of the employee(s) and that it will not discriminate with respect to membership and non-membership.

ARTICLE VII

DUES DEDUCTION

7.01 During the term of this Agreement, the Employer shall make payroll deductions from the pay or wages of those employees who have submitted a signed check-off card.

7.02 The amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the check off monies shall be remitted.

7.03 The payroll deduction shall be made, by the Employer, from the second pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make deductions from subsequent pays until the amount to be deducted has been satisfied.

7.04 Monies deducted pursuant to the provisions of this Section shall be remitted to the Union within thirty (30) days of their deduction. Each remittance shall be accompanied with the following alphabetical lists: 1) Employee for which deductions were made including name, address and social security number of the employee and the amount deducted; 2) the name of each employee whose name has been dropped from prior check off list and reason for the omission.

7.05 All bargaining unit employees who are not members in good standing with the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment. The fair share fee shall be paid effective sixty one (61) days from the employee's hire date or the execution of this agreement which ever is later. All fair share fee provisions are subject to O.R.C. Section 4117.09.

7.06 The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any employee earnings shall be automatic and does not require written authorization for a payroll deduction.

7.07 The deduction of fair share fee will not be made until the Employer receives written notification to being deductions from the Controller of Ohio Council 8. Payment to the Union of the fair share fees deducted shall be made in accordance with the Union dues deduction, as provided herein. In addition, the Employer shall provide the Union with an alphabetical list of the

names, social security numbers, and addresses of those employees who had fair share fee deductions along with the amount of fair share fee deduction.

7.08 The Union shall hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract.

7.09 The City shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by AFSCME to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt of the Ohio Council 8 Regional Office.

7.10 The City will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the City by the Union. Monies deducted shall be remitted to the Union within five (5) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time.

The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of P.E.O.P.L.E. contributions. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to the Article, unless specifically noted above.

ARTICLE VIII

UNION RIGHTS

8.01 Effective January 1, 1995, the Union shall be allowed up to a maximum sixteen (16) hours of paid leave per year for the attendance by Union members at Union functions, subject to the

approval of the Director.

8.02 The City shall provide the Union with one (1) bulletin board at the Service Department. Notices of postings shall not contain anything of local political or derogatory nature reflecting upon the Employer, any of its employees or officers or the Union. Copies of all material to be posted shall be provided to the Employer at the time of posting.

ARTICLE IX UNION REPRESENTATION

9.01 Employees 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.

9.02 The City shall recognize two (2) Stewards in the Service Department.

9.03 The Union President and Stewards or their substitutes as described in Section 1 of this Article shall be allowed reasonable time to carry out the functions of their office without loss of pay during working hours. Such time must be approved in advance by a supervisor.

9.04 In the event of the absence of the Steward, and the Alternate Steward, the President shall be called in his place. In the absence of the President, the Vice-President shall be called in as a representative. A Steward having an individual grievance in connection with his work may ask for the President to assist him in adjusting the grievance with his supervisor.

ARTICLE X PROBATIONARY PERIOD

10.01 All newly hired employees will be required to serve a probationary period of six (6) months. During said period, the Employer shall have the right to discipline or discharge such employees and any such action shall not be appeal able through the Disciplinary, Grievance or Arbitration Procedure herein contained or to any Civil Service Commission. Employees shall have no seniority during such probationary period. However, upon completion of the probationary period, seniority shall start from date of hire.

10.02 If a new employee is discharged or quits while on probation, and is later rehired, He shall be considered a new employee.

10.03 All promoted employees will be required to serve a probationary period of forty- four (44) days working. During said period, the Employer shall have the right to demote, to his previously held grade, such employee and any such action shall not be appeal able through the disciplinary, grievance or arbitration procedures herein contained or to any Civil Service Commission.

ARTICLE XI SICK LEAVE

11.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the

employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) illness, injury or death in the employee's immediate family.

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

11.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefor at least fifteen (15) minutes before the start of his work shift each day he is to be absent.

11.04 Sick leave may be used in segments of not less than one (1) hour.

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

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

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

11.08 The Department Head may require an employee who has been absent due to personal illness or injury, for more than ten (10) days, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

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

11.10 When the use of sick leave is due to illness requiring hospitalization of an employee's spouse, child, step-child, mother, father, brother, sister and any other relative living in the employee's household, leave shall be granted for the: 1) days of admittance to and discharge from hospital; 2) day of surgery, including childbirth; 3) time certified as "critical" by attending physician.

11.11 When the use of sick leave is due to the death of the employee's nephew, niece, spouse's

nephew, spouse's niece leave shall be granted to attend the funeral or memorial service if scheduled to work, four (4) hours maximum time. The employee may request additional leave for out of town services.

11.12 Upon the resignation, retirement or death of an employee who has not less than twenty (20) years of continuous employment with the Employer and who has qualified for retirement benefits from a state pension fund such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed a cash payment greater than one-half (1/2) the employee's annual salary. Employees who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

11.13 Upon the resignation, retirement or death of an employee who has not less than fifteen (15) years of continuous employment with the Employer and who has qualified for retirement benefits from a state pension fund such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by forty percent (40%) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed a cash payment greater than one-half (1/2) the employee's annual salary. Employees who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

11.14 Upon the resignation, retirement or death of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a state pension fund such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by twenty-five percent (25%) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed a cash payment greater than one-half (1/2) the employee's annual salary. Employees who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

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

11.16 Employees who have been laid-off for more than one (1) year shall receive a sick leave payment pursuant to either .12, .13 or .14, as appropriate.

11.17 Maternity leave shall be granted and administered in accordance with applicable Federal and State laws.

11.18 Employees hired by the Employer subsequent to December 31, 1992 shall not receive credit for sick leave that may have been accrued working for another public employer prior to being employed by the Employer.

11.19 Any employee who utilizes sixteen (16) hours or less of sick leave in the prior year shall receive a sick leave bonus. The sick leave bonus may be taken by the employee as one of the

following each year thereafter when such employee meets this standard in the previous year: two (2) paid days leave or 16 hours of pay at the employee's hourly rate of pay, to be paid in the first pay in February, in a separate check.

ARTICLE XII

SICK LEAVE WITHOUT PAY

12.01 An employee may be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury or a family illness supported by medical evidence, upon proper application and approval by the Employer. In the case of an application for sick leave without pay for the reason of family illness, evidence may be submitted indicating the employee's presence is essential. The validity of all medical evidence is subject to review by a City physician.

12.02 Employees on approved sick leave without pay shall not receive any medical or other fringe benefits.

12.03 Employees on approved leave under this provision may voluntarily elect to maintain health insurance coverage at the employee's expense at the Employer's group rate, provided Employer's plan permits.

12.04 An employee may request a twelve (12) week unpaid leave pursuant to the Family Medical Leave Act. During this leave, the employee shall receive fully paid insurance pursuant to Article 29 of this Agreement.

ARTICLE XIII

VACATIONS

13.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Weeks</u>
After one (1) year	Two (2)
After five (5) years	Three (3)
After eleven (11) years	Four (4)
After eighteen (18) years	Five (5)
After twenty-five (25) years	Six (6)

13.02 No more than eight (8) full-time bargaining unit employees shall be scheduled for vacation on the same day during the period of Thanksgiving Day through the end of March. No more than ten (10) full-time bargaining unit employees shall be scheduled for vacation on the same day during the period of the first full week in April through October 31. No more than three (3) full-time bargaining unit employees shall be scheduled for vacation on the same day during the period of November 1 through the day before Thanksgiving Day in the same period. Vacation time shall be taken at a time approved by the Employer or his designate, after January 1 of each year.

Employees may use their seniority to select their vacation time if such time is requested before March 1. Vacation time submitted in week-long segments will take priority over vacation time submitted in one (1) day segments, before March 1.

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

13.04 Vacation time shall not be carried over from one year to another without the express written authorization of the Department Head and approval of the Mayor. Any vacation time that is unused within the year granted, shall be deemed forfeited, unless unreasonably denied by the Department Head and Mayor.

13.05 If any employee(s) entitled to vacation time is deceased before any part of that vacation time is used, their heirs or estates will receive the vacation pay the deceased employee would have received.

13.06 All newly hired employees shall accumulate vacation at the rate of one (1) day per month worked, not to exceed ten (10) days during their first calendar year of employment, which may be taken as vacation subsequent to January 1st of the next calendar year. Thereafter, employees will be awarded vacations effective on January 1st of each year in accordance with the above schedule.

13.07 Any employee hired prior to December 31, 1992 and currently earning vacation credits is entitled to have his prior service with any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer his length of service time for credit towards his vacation time calculation with the Employer. For employees hired subsequent to December 31, 1992, "prior service" shall be defined and include only the prior service within the City of Bay Village counted as prior service credit.

13.08 Employees whose actual anniversary date falls prior to August 31 shall receive the additional week of vacation for which they become eligible in the calendar year of their anniversary. Employees whose actual anniversary date falls on or after August 31 shall receive the additional week of vacation for which they become eligible in the calendar year following their anniversary.

13.09 Vacation time may be taken in one (1) day segments upon a twenty-four (24) hour advance notice by the employee and the approval of the employee's supervisor. Vacation time may be taken in one (1) day segments with less than a twenty-four (24) hour advance notice in emergency situations, at the employee's supervisor's discretion.

A maximum of two (2) days of an employee's vacation time may be used by the employee as "Personal Absence Days". An employee using a Personal Absence Day shall notify the Employer of such absence at least fifteen (15) minutes before the start of his work shift. Personal Absence Days will be charged against an employee's vacation time. Personal absence days shall not be counted against the maximum number of employees off under Section 13.02. An

employee may not use "Personal Absence Days" consecutively. "Personal Absence Days" are subject to Section 14.04.

13.10 Any employee who resigns, is terminated, retires or is separated from Employment by the Employer because of a reduction in force will receive pay for their unused and accrued vacation time. In the case of resignation, the employee shall give two (2) weeks' notice in writing to the Department Head to be eligible for such payment.

13.11 Any employee who retires after fifteen years or more of service with the City shall receive a pro-rated vacation allowance earned for the calendar year in which the separation date occurs.

13.12 The City will buy back vacation time in excess of three (3) weeks (in one-week increments) of the current year's vacation time at the option of the employee. Any employee willing to sell back any portion in excess of three (3) weeks must notify the department head by March 1 of the current year how many weeks the individual is cashing in. The vacation buyback will be paid in a separate check included in the first pay in March.

ARTICLE XIV

HOLIDAYS

14.01 All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
Good Friday	Memorial Day
Independence Day	Thanksgiving Day
Christmas Day	Day After Thanksgiving
	Employees Birthday

14.02 The employee may utilize his birthday holiday anytime during the calendar year upon the advance approval of the Department Head.

14.03 In the event that any of the aforesaid holidays shall fall on a Saturday or Sunday, when such holiday is not being observed on the preceding Friday or succeeding Monday, such officer or employee shall receive comparable time off with pay on the date designated by the Mayor or the department or division head. Full-time employees in the Service Department who work on a designated holiday shall receive one and one-half times (1½x) the employee's regular rate of pay, and compensation shall be in addition to the regular holiday pay for the day involved except as provided below. Such employees shall receive two times (2x) their regular rate of pay in addition to holiday pay for all emergency call-ins midnight to midnight on Good Friday, Easter, Memorial Day, July 4th, Thanksgiving, Christmas Day (December 25th), and New Years Day.

14.04 Failure of an employee to work on the scheduled work day preceding and the scheduled work day succeeding the holiday, unless excused by the Mayor or department or division head, or unless on vacation, shall constitute a forfeiture of all benefits of holiday pay under this section.

ARTICLE XV

JURY DUTY LEAVE

15.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall suffer no loss in pay. The employee may keep any amount received from the court for such services, in lieu of reimbursement for any expenses associated with such service.

ARTICLE XVI

FUNERAL LEAVE

16.01 An employee shall be granted time off with pay, not to be deducted from sick leave, for the purposes of attending a funeral or memorial service of a member of the employee's immediate family. The employee shall be entitled to the time between the date of death through the date of the funeral for each death in his immediate family. For the purposes of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, stepchildren, parents, parents-in-law, siblings and/or other relative living in the employees household. The employee shall be granted the day of the funeral or memorial services, if scheduled to work, in the event of the death of the employee's siblings-in-law, grandparents, grandchildren, aunt, uncle and spouses grandparents, grandchildren, aunt and uncle. "Employee's parents" shall include any adult who had the responsibility of raising the employee as a foster or surrogate parent, irrespective of consanguinity or degree of relationship.

ARTICLE XVII

INJURY LEAVE

17.01 When an employee is injured in the line of duty, while actually working for the Employer, necessitating his absence from work for three (3) work days or less, or seven (7) calendar days, or more, he shall be eligible for a paid leave not to exceed ninety (90) calendar days, providing he files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

17.02 If at the end of this ninety (90) day period the employee is still disabled, the leave may, at the Employer's discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

17.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

17.04 Nothing in this article will prohibit the employer, at its discretion, from assigning duties to an employee currently on an approved injury leave, those duties which the employee can perform in light of the employee's injury.

17.05 For an employee to be placed on paid leave, he/she must provide a doctor's note or certificate indicating that all time missed is due to the work-related injury.

17.06 Employees returning from injury leave must provide a doctor's note or certificate indicating that the employee is able to return to work.

17.07 Once an employee receives a doctor's approved return to work, no paid injury leave will be permitted for further time off unless the employee re-injures himself pursuant to Article 17.01.

ARTICLE XVIII VACANCIES

18.01 It is the sole discretion of the Employer to determine when a vacancy exists within a classification of the bargaining unit due to resignation, termination, promotion, transfer, a newly created job or increase in the number of regular jobs available within the bargaining unit.

18.02 Whenever a vacancy occurs within the bargaining unit as determined by the Employer, notice of such a vacancy shall be posted by the Employer for a period of seven (7) calendar days. Posting shall contain a job description, rate of pay and eligibility requirements. All bargaining unit employees may apply for the vacant position within the posting period by submitting a written application on forms provided by the City to the Department Head where the vacancy occurs.

18.03 All applications filed in a timely manner will be reviewed by the City. The job will be awarded within fourteen (14) days after the date the bidding period ends as specified in the job posting. All applicants who meet the minimum job requirement will be interviewed. The vacancy will be awarded to the applicant who is most qualified based upon qualifications and seniority. If there is no qualified person within the bargaining unit, the Employer may fill the vacancy by hiring a qualified person outside the bargaining unit. If qualifications of two or more applicants are equal, seniority shall govern.

18.04 An employee selected shall be considered to have qualified for a promotion when he completes a probationary period of forty-four (44) days working.

18.05 Should an employee fail to qualify during his promotional probationary period, he shall be returned to his former position and former rate of pay.

ARTICLE XIX SENIORITY

19.01 Seniority shall be defined as an employee's uninterrupted length of continuous service with Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

19.02 Seniority shall be broken when an employee:

- (a) resigns;
- (b) is discharged for just cause;

- (c) is laid off for a period of time exceeding eighteen (18) months;
- (d) retires;
- (e) fails to report to work for a period of seven (7) consecutive working days without having given the Employer advance notice of his pending absence;
- (f) becomes unable to perform his job duties due to illness or injury and is unable to return to work within six (6) months or upon the expiration of any leave applicable to him, whichever is greater;
- (g) refuses to recall or fails to report to work within seven (7) working days from the date the employee receives a recall notice unless the employee is unable to work due to a medically proven disability.

19.03 The City shall provide the Union with a current seniority list on an annual basis upon request from the Union. The seniority list shall be made by classification and shall contain a listing of the date of hire, the name, address, telephone number, social security number, employer ID, pay rate, and designation as to full-time or part-time status for each employee. The City shall provide the Local Union President with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

19.04 Seniority for part-time employees shall be on a pro-rata basis, with 2080 hours of actual service constituting one (1) year of seniority. Part-time employees may exercise seniority rights only against other part-time employees.

ARTICLE XX

LAY-OFF AND RECALL

20.01 Where, because of lack of work, lack of funds, economy, efficiency, consolidation of services or positions, abolishment of positions or otherwise, the Employer determines it is necessary to reduce the size of the workforce, the Employer shall give written notice to the Union President or his designee not less than fifteen (15) calendar days in advance of any such lay-off, indicating how many employees will be affected and which department(s) are being reduced. Such reductions shall be made in the following order:

- A) Students.
- B) Part-time and seasonal employees.
- C) Regular full-time employees who have not completed their probationary period.
- D) Regular full-time employees.

20.02 Employees within the affected classifications of the department shall be laid off according to their relative seniority (within the department) with the least senior employee being laid off first, providing all part-time and probationary employees within the affected classifications are laid off first.

20.03 Employees who are laid off from one classification may displace (bump) an employee in an equal or lower-rated job classification within the same department, or within the bargaining unit if he has greater seniority than the equal or lower-rated employee. Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in an equal or lower-rated classification as set forth herein.

20.04 In all cases where one employee is exercising his seniority to bump or displace another employee, his right to bump into another department is subject to the condition that he must pass a thirty (30) day qualification period for the position for the Employer to determine at its sole discretion that he is able to perform the functions and duties of the position into which he has bumped into. If the employee does not successfully complete a qualification period, that employee shall be laid off and the Employer shall implement the recall procedure for those who were first laid off.

20.05 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from date of his lay-off. Recall notices shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the City records or as provided by the employee to the City.

ARTICLE XXI

HOURS OF WORK

21.01 The normal work week for regular full-time employees shall be forty (40) hours in five (5) consecutive days of eight (8) hours each day exclusive of the time allotted for meal periods, commencing 12:01 a.m. Sunday through midnight Saturday.

21.02 This Article shall not be construed as a guarantee of hours of work per day or per week. In the event it is necessary to reduce the number of hours of work for any employee(s) the Employer shall meet with the Union to discuss said changes with the Union before any such changes are implemented.

21.03 Employees shall be permitted two (2) fifteen minute periods on each shift each workday. The rest periods to the extent practicable, will be scheduled during the middle two hours of each half shift, but they may not be scheduled immediately before or after the meal period or, at the start or end of a shift except for other mutually agreed upon schedules. Rest periods must be taken at the work site.

21.04 All employees will be allowed a maximum of thirty (30) uninterrupted minutes for a scheduled unpaid lunch period which is to be taken at a time designated by the Employer. Lunch periods may be taken off the work site.

21.05 Employees who work an overtime assignment shall be entitled to a lunch period of thirty (30) uninterrupted minutes as provided above after four (4) hours of overtime work, or as soon thereafter as conditions permit. Such employees shall also be entitled to a fifteen (15) minute rest period as provided above after six (6) hours of overtime work, or as soon thereafter as conditions permit.

21.06 Prior to implementation of shifts by the City, the City will submit said issue to the Labor Management Committee for discussion; however, implementation of shifts is the sole decision of the City.

ARTICLE XXII

OVERTIME

22.01 All employees, for work actually performed in excess of forty (40) hours per week, when approved of by the Employer, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. Employees shall be able to accrue compensatory time up to forty (40) hours in lieu of cash overtime payments. In the event an employee works overtime when his "comp time" bank is at forty hours, he shall be paid cash for such overtime. Holidays, vacations, approved sick time and compensatory time shall be considered as "time actually worked" in overtime computation.

22.02 Whenever a full-time employee is called in for work or services, other than for regularly scheduled hours, he/she shall receive a minimum compensation of three (3) hours as "minimum time" at the rate established for his/her position.

22.03 The following items shall apply to compensatory time accrual and usage:

- a. The accrual and use of "comp time" shall be recorded at the Service Center, and be the responsibility of the Assistant Service Director.
- b. Deposit of overtime hours into the "comp time" bank shall be requested in writing to the Supervisor immediately following the completion of the overtime hours worked.
- c. Once overtime hours are deposited into the "comp time" bank, they can only be withdrawn as time off from work.
- d. "Comp time" hours cannot be withdrawn in the form of cash, except that if an employee leaves employment, they shall receive pay for all unused compensatory hours.
- e. Up to forty (40) "comp time" hours may be carried over from year-to-year.

- f. "Comp time" may be taken in one (1) hour increments upon a twenty-four (24) hour written notice by the employee, and the approval of the employee's supervisor.
- g. For clarification purposes, when scheduling "comp time" the following procedure will be utilized:

"Comp time" shall be taken at a time approved by the Assistant Service Director or his designate.

Between January 1 and March 1, vacation time requests take priority over comp time requests. Employees may use their seniority to select their comp time if such time is requested before March 1. All comp time requests after March 1 will be handled on a first-come, first-serve basis in accordance with the maximum time-off policy described in Article 13.01 of the Contract.

22.04 Each bargaining unit employee will receive a one-time 8-hour compensatory time credit to their compensatory time bank. This compensatory time shall not count against the limit contained in Section 21.04 and must be used before the expiration date of the Agreement.

ARTICLE XXIII

OVERTIME ASSIGNMENT AND EQUALIZATION

23.01 The City shall be sole judge of the necessity for overtime. The parties agree that the Employer will attempt to equalize overtime hours for bargaining unit employees, Leadman Mechanic, Leadman, Mechanic, Specialist I and Specialist II employees alike, and within each Department in a fair and equitable manner, providing that such attempts do not impair the orderly and efficient operation of the affected Department. The parties further agree that the Employer may assign a specific employee in situations which are emergency (not regular and non-reoccurring situations) in nature or which an employee has specific knowledge or ability, however, if more than one employee has such specific knowledge or ability, such opportunities shall be rotated as equitably as possible.

23.02 Overtime shall be assigned within each affected Department. All overtime will initially be offered by and within each Department in order of seniority. Employees who do not want to be called for overtime shall so notify the Employer. Once every employee has been offered a due overtime opportunity, future overtime opportunities shall be offered to employees in order of those having the fewest number of overtime hours worked. Service Department employees shall be eligible for any scheduled overtime required that is associated with the maintenance of Parks. Employees shall not be credited for overtime usage for a first unavailable call on an annual basis, however, employees shall be credited the average number of overtime hours actually worked for that opportunity after the first unavailable call.

23.03 Effective April 1st of each year the overtime hours worked by each employee shall be returned to zero and computation shall commence anew.

23.04 New employees or employees with extended illnesses of thirty days or more, under this

provision, shall be credited with an average of the overtime hours actually worked by employees in the same classification.

23.05 Overtime total within classification within each Department shall not vary more than ten (10) hours between employees each year. Year, for equalization purposes, will be April 1 to March 31. In the event that overtime hours between employees vary more than ten hours then such hours shall be made available at a reasonable time after the Union notifies the Employer of the discrepancy. The parties agree that in the event of a problem in the administration of this provision, such concerns shall be referred to the Labor Management Committee. The Union may also process such concerns through the Grievance Procedure. The sole remedy under this provision, however, shall be that employees be given the next available overtime opportunity as an adjustment.

23.06 The parties agree to discuss specialized overtime work assignments with the Labor Management Committee.

ARTICLE XXIV MILITARY LEAVE

24.01 All regular full-time employees who are on leaves of absence from their employment and in attendance in the military service, field training or other active duty of the Ohio National Guard, Ohio Defense Corps, Ohio Naval Militia, or as a member of other Reserve components of the Armed Forces of the United States, shall be entitled to receive for the period of such service, training or active duty not in excess of thirty-one (31) days in any one calendar year, their regular pay, less the pay received for participation in such service, training or other active duty. Reimbursed expenses, travel and subsistence pay and other similar allowances shall not be considered in determining the amount of pay received for such service, training or active duty. Provisions of this section shall not apply if such military service, field training or other active duty is less than seventy-two consecutive hours or longer than thirty-one (31) consecutive days.

24.02 Any such employee may, at his election, credit all or any portion of such military leave of absence against his regular annual vacation and for such period so charged the employee shall receive his regular vacation pay without deduction for the pay received for such service, training or active duty.

ARTICLE XXV UNIFORMS

25.01 The Employer shall allocate for each employee a work gear allowance based on the schedule in Article 25.03. Each employee may select one of two options in which to receive their work gear allowance.

Option 1. Employer shall allocate for each employee to purchase work gear and boots through a purchase order program on February 15th each year pursuant to the schedule in Article 25.03. New employees hired before July 1 will receive one hundred percent (100%) of the work gear allowance allocated for that year. New employees hired after June 30th will receive fifty percent (50%) of the work gear allowance allocated for that year. For newly hired employees purchase orders will be made available after the first

thirty (30) days of employment. New hires shall receive an additional allocation of \$50.00 in the first year of their employment.

Option 2. Each employee shall receive a work gear allowance based on the schedule in Article 25.03, which is to be paid in a one-time payment in the next pay period after February 15th.

Newly hired employees shall receive a work gear allowance of one hundred percent (100%) based on the schedule in Article 25.03 if hired before July 1st and fifty percent (50%) pursuant to the schedule in Article 25.03 if hired after June 30th. Payments for newly hired employees shall be made after the first thirty (30) days of employment. New hires shall receive additional allocation of \$50.00 in the first year of their employment.

25.02 Employees who are furnished with this allowance must wear proper work gear as specified by the Director while on duty. The Employer shall also provide foul weather gear to all employees as it deems necessary and appropriate.

25.03 Schedule of work gear allowance is as follows:

2013	\$700.00
2014	\$700.00
2015	\$700.00

25.04 The above payments shall be made on the first pay date after the date due in a separate check.

ARTICLE XXVI

TOOLS AND EQUIPMENT

26.01 The Employer shall provide all tools and equipment including safety equipment, that the Employer deems necessary for the adequate performance of the employees' duties. The Employer shall be the sole judge of necessary equipment, tools and appropriate safety equipment.

ARTICLE XXVII

LONGEVITY

27.01 All full-time employees shall receive longevity payments after five (5) years of continuous full-time employment of one hundred dollars (\$100.00) per year for each year of service up to a maximum of three thousand dollars (\$3,000.00) per year.

27.02 Continuous employment shall begin on the date of the employee's last date of hire and shall be completed by November 15th of each year.

27.03 Retirees or employees who voluntarily terminate their employment in good standing shall be paid a pro-rated amount at time of retirement/termination.

ARTICLE XXVIII

RATES OF PAY

28.01 Effective the first pay in July, 2013, for all classifications, the following rate schedule shall be implemented which reflects a 2% increase effective July 1, 2013, a 2% increase effective January 1, 2014, and a 2 % increase effective January 1, 2015:

Classifications	2013	2014	2015
Leadman Mechanic	25.57	26.08	26.60
Leadman	25.57	26.08	26.60
Mechanic	23.44	23.91	24.39
Specialist I	22.99	23.45	23.92
Specialist I 2nd Year	21.93	22.37	22.82
Specialist I 1st Year	20.91	21.33	21.76
Specialist II	19.95	20.35	20.76

28.02 All employees shall receive a minimum of 2% effective July 1, 2013, 2% effective January 1, 2014, and 2% effective January 1, 2015.

28.03 A \$20.00 per day premium shall be paid for Leadman "On call".

28.04 New employees hired in as Service Department Specialist shall be hired in as a Specialist II. After one (1) year of service as a Specialist II he shall be moved to Specialist I first year.

28.05 Rates of pay for Specialist I employees completing one, two and three years of service will be calculated utilizing the employee date-of-hire (anniversary date). Employees must complete a full year of service before implementing the wage rate effective for that contract year.

28.06 All current Specialist II employees hired in 2006 will be paid the wage rate effective for a Specialist II in 2007 until they reach their date-of-hire (anniversary date), which upon that date they will be paid the wage rate effective for Specialist I.

28.07 Job Descriptions:

Leadman Mechanic - An individual who while performing the operations of a mechanic of the Service Department displays the abilities to be a "leadman" in that area, on a crew, or during a shift. While having the knowledge and ability to provide the necessary maintenance and repair to vehicles and equipment operated by the City, the lead mechanic may also be requested to obtain additional knowledge and certifications at the City's expense to continue their knowledge and abilities with improved technology.

Qualifications - C.D.L., Minimum of five (5) years of experience as a classified Mechanic in the Bay Village Service Department. (If no qualified applicant exists, the five (5) years of experience may be waived for any classified mechanic within the Service Department.)

Leadman - An individual who while performing the operations of the Service Department,

displays the abilities to be a "lead man" on a crew or during a shift. He shall possess the skills to troubleshoot and make decisions in key situations. A leadman may be asked to take "the call" at times which will provide the necessary experience for supervision.

Qualifications - C.D.L., Minimum of five (5) years of experience in the Service Department

Mechanic - An individual who has the knowledge and ability to provide the necessary maintenance and repair to vehicles and equipment operated by the City. Mechanics may be requested to obtain additional knowledge and certifications at the City's expense to continue their knowledge and abilities with improved technology.

Qualifications - C.D.L., training, certification, education, and/or experience necessary to utilize the equipment and tools in the mechanics area to perform the tasks of maintaining and repairing all equipment and vehicles.

Specialist I - An individual who develops an overall ability and knowledge to perform the operations of the Service Department. A Specialist I may be asked to act as a "leadman" in various situations which shall provide the necessary experience to become eligible for the leadman classification

Qualifications: C.D.L.: minimum of one (1) year of experience as a Specialist II.

Specialist II - An individual who is assigned to learn and perform the operations of the Service Department.

Qualifications: C.D.L.

28.08 All compensation provisions, including regular pay or pay supplements, uniform allowances and longevity shall be by a separate deposit in the payroll period.

ARTICLE XXIX INSURANCE

29.01 All full-time employees may receive hospitalization insurance coverage from the City of Bay Village in its Self-Funded Plan. Effective January 1, 2013 employee health care contributions shall be \$35.00 single/per month and \$70.00 family/per month, on a pre-tax basis. Effective October 1, 2013, employees shall contribute 8% of the monthly health insurance premium for either the single or family plan. Effective March 1, 2014, employees shall pay 9% of the health insurance premium for either the single or family plan. Effective March 1, 2015, employees shall pay 10% of the health insurance premium for either the single or family plan. All employee percentage contributions shall be on a pre-tax basis. The Employer reserves the right to change insurers, at its renewal, providing the schedule of benefits is comparable or better to the existing coverage. "Comparable", in this sense, shall mean equivalent to or better than the existing benefit levels. However, the plan document for any medical provider shall be the controlling

determination for benefits under the hospital insurance for the employees. (Hospitals and providers are not guaranteed to be maintained with or without a change in insurers.) The City will make available to employees Section 125 Health Savings Plan.

Prescription Coverage: Effective March 1, 2013, Individuals shall be responsible for a \$10 co-pay for generic prescriptions, a \$30 co-pay for formulary prescriptions and a \$50 co-pay for name brand prescriptions. If a generic is not available the individual is responsible for the appropriate co-pay. An individual will pay an appropriate amount when their doctor has indicated DAW (dispense as written) on the prescription. DAW shall be the doctor's insistence and not as the result of the patient requesting DAW. If a generic is available and the patient has requested through the doctor DAW, the patient is responsible for an appropriate amount PLUS the difference in price between the name brand and the generic. Maintenance prescriptions are available through mail order only at two times co-pay for a ninety (90) day supply. Covered individuals shall be subject to the prescription plan selected by the City effective March 1, 2013.

29.02 All employees shall receive fifty thousand dollars (\$50,000.00) in life insurance, paid for by the Employer.

29.03 Hospitalization coverage (network) is subject to annual deductibles of \$400 for single coverage and \$800 for family coverage. Once deductibles have been met, individuals will receive in network coverage of 80%, with the out of pocket maximums of an additional \$1,000 for single enrollment and \$2,000 for family enrollment. Thus, the maximum out of pocket for single health coverage is \$1,400 and for family enrollment \$2,800 per year. The aforementioned maximums include deductibles, but do not include monthly contributions, any co-pays relative to office visits, prescriptions, vision coverage, or dental benefits. Out-of-Network coverage shall remain at 60% with maximum out-of-pocket limits of \$2,000 single/\$4,000 family, excluding deductibles.

Covered individuals shall be subject to the hospitalization plan with office visit co-pays and benefit levels contained in the hospitalization plan selected by the City effective March 1, 2013, a summary of which is attached.

29.04 The City shall contribute 68.50 per month to the Ohio AFSCME Care Plan for each employee who is covered by this agreement for the purpose of providing the flowing benefits:

<u>Component</u>	<u>Cost</u>
Dental (Level 3)	\$56.00 per month
Hearing Aid	\$.50 per month
Vision (Level 2)	<u>\$12.00 per month</u>
Total: \$68.50 per month	

29.05 The Employer and the Union will establish, as soon as is possible following ratification of a new CBA, a Joint Health Care Cost Containment Committee who will explore and make recommendations on premium costs, health plans, deductibles, out-of-pocket expenses, and co-pays for in-network and out-of-network plans, reinstating or modifying any existing or prior wellness programs in an effort to minimize the cost of health care coverage for both the employer and the employees under provisions established and when implemented by the Affordable Care Act. Each Union may have one representative on the Health Care Committee.

ARTICLE XXX

PENSIONS

30.01 The Employer shall, as soon as practical, create a "tax saving pension plan" wherein the Employer deducts the employee's contribution to the Public Employees Retirement System ("PERS") prior to calculating withholding taxes, upon approval of the I.R.S.

30.02 For administrative purposes, the employee's gross salary shall be reduced by the full amount of said contribution. The member 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 PERS calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this Agreement. The Employer's contribution to the PERS will be calculated on the full salary of members before the "pick up" is deducted from gross salary.

ARTICLE XXXI

DISCIPLINARY PROCEDURE

31.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

31.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative at his/her own expense at each step of the disciplinary procedure.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

31.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

31.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

31.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

31.06 Discipline shall not be implemented until either:

- 1. the matter is settled, or
- 2. the employee fails to file a grievance within the time frame provided by this procedure, or
- 3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

31.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to Union representation at every step of the proceeding

31.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except *as* provided in paragraph .12, until the matter *is* settled or the arbitrator renders a determination.

31.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

31.10 Unless otherwise mutually agreed in writing by the parties to extend time lines, a failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

31.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

31.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay or a discharge may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

31.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE XXXII GRIEVANCE PROCEDURE

32.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

32.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) Aggrieved Party - the "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually or the Union filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

32.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party, if possible.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the

intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and Employer and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer or the Union in future proceedings.

- e) The aggrieved party may request a Union representative to represent him at any step of the Grievance Procedure after Step I.
- f) This Grievance Procedure shall be the sole and exclusive procedure for the interpretation of and enforcement of this Agreement.
- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

32.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step I:

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his Union representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee and after providing 24 hour notice of the scheduled meeting to the employee. The supervisor and the employee, along with the employee's representative will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall give his answer within five (5) days of the meeting.

Step 2:

If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step I, a written appeal of the decision may be filed with the Department Head within seven (7) days from the date of the rendering of the decision at Step I. The Department Head shall convene a meeting within seven (7) days of the receipt of the appeal after giving the employee 24 hour notice of the scheduled meeting. The meeting will be held with the aggrieved party and his representative, if he requests one. The Department Head shall issue a written decision to the employee's representative, with a copy to the employee if he requests one, within seven (7) days from the date of the meeting.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within ten (10) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of

the appeal. The meeting will be held with the aggrieved party, his Union representative, an Ohio Council 8 representative and any other party necessary to provide the required information for the rendering of a proper decision. The Union shall have the right to modify a pending grievance at this step in order to clarify procedural matters provided, however that the basic issue raised by the grievance may not be changed. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one within fifteen (15) days from the date of the meeting.

If the grievance is not satisfactorily settled in Step 3, the grievance shall be submitted to Ohio Council 8. Ohio Council 8 will then review the merits of the grievance and decide, not later than thirty (30) days after the Step 3 answer was issued, whether or not to recommend further appeal. Should Ohio Council 8 decide not to pursue the grievance further, the grievant(s) shall be so informed and the grievance shall be withdrawn. Should Ohio Council 8 decide to process the grievance further, the Union may proceed to arbitration within thirty (30) days after the Step 3 answer is issued, pursuant to the Arbitration Procedure herein contained.

The Union and the Ohio Council 8 shall have final authority, in the Union's capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of any grievance at any step of the grievance procedure if the Union or the Ohio Council 8 determines that the grievance lacks merit or lacks justification under the terms of this Agreement, or that it has been settled or adjusted in a fair and equitable manner, consistent with the terms of this Agreement and the underlying continuing relationships of the parties.

Step 4.

Section 1. All grievances not settled at Step 3 shall be mediated prior to being referred to arbitration, unless the parties mutually agree that the case should not be mediated. The parties shall attempt to select a mediator by mutual agreement. If they are unable to agree, then they shall request a mediator be provided by the Federal Mediation and Conciliation Service. The cost for mediation shall be shared equally by the parties.

Section 2. Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with parties. No verbatim record of the proceeding shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference.

Section 3. If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral (or if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented to arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.

ARTICLE XXXIII

ARBITRATION PROCEDURE

33.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, Ohio Council 8 may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternatively until one name remains who shall be designated the arbitrator to hear the grievance in question.

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

33.03 The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties.

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

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

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

33.07 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Nels Nelson; 2) Harry Graham; 3) Dennis Minni; 4) Robert Stein; and 5) James Mancini.

ARTICLE XXXIV

COMMERCIAL DRIVER'S LICENSE

34.01 In the event of a renewal, the Employer shall pay the difference between the cost of a CDL and a regular operator's license.

34.02 All employees must have and maintain a valid C.D.L. In the event that an employee loses his C.D.L., the employer shall place the employee into another available job that he is capable of performing, if another job is available.

34.03 If no alternative job is available, the employee shall be laid off with no bumping rights for a period of six (6) months in order for the employee to obtain a valid CDL. Upon obtaining the

CDL, the employee shall be returned to his previous job. In the event the employee does not obtain his CDL within six (6) months of the layoff, he shall be automatically discharged with no appeal through the grievance or arbitration procedure.

34.04 Employees required to take the driving portion of the CDL examination may be permitted to use a City vehicle for that examination, at the Department Head's discretion.

ARTICLE XXXV

PERSONNEL RECORDS

35.01 An employee shall have a reasonable opportunity to review his personnel file or record as maintained by the Employer. An employee shall be notified of any and all written material provided to a third party, except references and credit information.

35.02 An employee shall be provided with a copy of any document concerning the performance of his duties or character placed in his personnel file. The employee shall have a right to have placed in such file his statement concerning such document. The employee shall be given ten (10) working days to submit such statement.

35.03 An employee shall have the right to grieve the placement of any document in his personnel file or any reprimand concerning his performance not resulting in time off, up to and including Step 3 of the Grievance Procedure. Should the grievance be sustained, an appropriate notation in the personnel file shall be made by the Employer.

35.04 For purposes of disciplinary actions, the Employer shall only consider only documents in the personnel file pertaining to prior disciplinary actions and investigatory materials on current charges.

ARTICLE XXXVI

LABOR MANAGEMENT COMMITTEE

36.01 Purpose. It is the desire of the Employer and the Union to maintain the highest standards of safety and professionalism in the delivery of service to the citizens at large. The Employer and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.

36.02 The parties recognize that for their joint benefit a Labor management Committee shall be established within ninety (90) days of the effective date of this Agreement.

36.03 The composition of this committee shall be up to three (3) members of the bargaining units of the Union and up to three (3) members of management. This committee shall meet as frequently as each party feels necessary but not less than twice yearly and discuss any issues which either party wishes to raise relating to the Division provided that no agreement may be reached on any matter that would alter in any way the terms of this Agreement.

36.04 Neither party has an obligation to act upon the issues raised however, any issue raised may also be pursued through the grievance procedure, only if the existing situation violates the collective bargaining agreement.

36.05 The committee shall be co-chaired by the representatives of the Employer and the Union. The committee's general responsibilities will be to provide recommendations for safe, healthy and efficient work environment.

36.06 The committee shall meet on an as needed basis as requested by either co-chairman.

36.07 The committee shall keep and review minutes of all committee meetings.

36.08 The committee shall operate and establish its rules consistent with the above principles.

ARTICLE XXXVII **GENDER AND PLURAL**

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

ARTICLE XXXVIII **HEADINGS**

38.01 It is understood and agreed that the use of headings before articles and sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XXXIX **WORKPLACE TRAINING**

39.01 Basic first aid and CPR training shall be offered to all employees under guidelines established by the American Red Cross.

ARTICLE XL **OBLIGATION TO NEGOTIATE**

40.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

40.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. Notwithstanding any provision in this Article, either party may propose to amend or modify this Agreement and shall so notify the other party in writing. Amendments to and modifications must

be made by mutual agreement of the parties. The parties agree to meet and discuss, but are not required to negotiate, within thirty (30) days of notification.

ARTICLE XLI **TOTAL AGREEMENT**

41.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE XLII **DURATION**

42.01 This Agreement shall become effective January 1, 2013 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2015.

ARTICLE XLIII **LEGALITY**

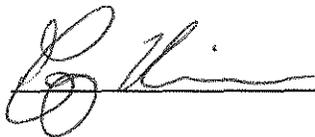
43.01 It is the intent of the Employer and the Union that this Agreement comply in every respect with the applicable State and Federal Laws and, if it is determined by a court of competent jurisdiction that any provision that this Agreement is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining provisions which shall remain in full force and effect. In the event any provision is determined unlawful, the parties agree to reopen the contract regarding that provision and the parties shall meet within thirty (30) calendar days for the purpose of negotiating an alternative provision.

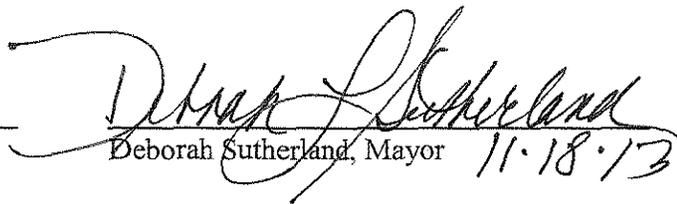
ARTICLE XLIV **EXECUTION**

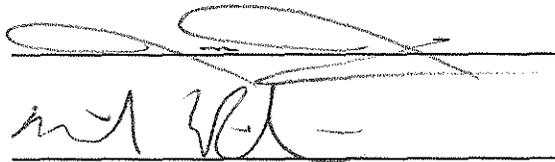
44.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 18th day of November, 2013.

FOR THE UNION
AFSCME Ohio Council 8, Local 3816

FOR THE EMPLOYER
City of Bay Village, Ohio




Deborah Sutherland, Mayor 11.18.13



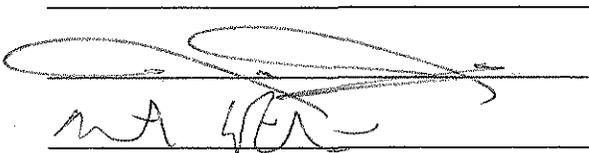
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BAY VILLAGE
AND
AFSCME OHIO COUNCIL 8 & LOCAL 3816 (SERVICE UNIT)

In the event that any bargaining unit negotiates (prior to fact-finding and/or conciliation) benefits greater than those agreed to by AFSCME Service or the Administrative employees receive an across the board increase, said will also be applied to these bargaining units. This does not affect the re-organization of the service department. This clause also includes health benefits in the event that a more favorable plan is negotiated with another bargaining Union under the same conditions as above.

FOR THE UNION:



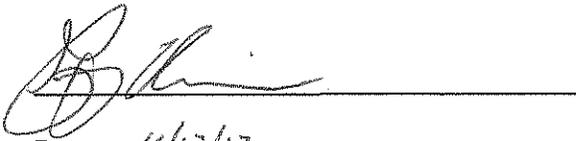
Date: 11/12/13

FOR THE EMPLOYER:


11-18-13

Date: 11-18-13

OHIO COUNCIL 8:



Date: 11/12/13

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 CITY OF BAY VILLAGE
 AND
 AFSCME LOCAL 3816 (SERVICE EMPLOYEES),
 AND OHIO COUNCIL 8

The following individual is considered "off the pay scale" under Article XXVIII, Section 28.01 and will continue to receive the general pay increases listed in Article XXVIII until the time they leave employment:

Name	Classification	2013 Hourly Rate	2014 Hourly Rate	2015 Hourly Rate
Timothy McGuire	Specialist I	23.56	24.03	24.51

Local 3816 (Service Unit)

 Date: 11/12/13

City of Bay Village

 Date: 11-18-13

Ohio Council 8

 Date: 11/12/13

City of Bay Village: PPO Plan

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: Beginning on or after 3/1/2013

Coverage for: Single or Family Plan Type: PPO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at MedMutual.com/SBC or by calling 800.540.2583.

Common Questions	Answers	Why This Matters
What is the overall deductible ?	\$400/single, \$800/family Network \$800/single, \$1,600/family Non-Network Doesn't apply to co-insurance, copays	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, \$1,000/single, 2,000/family Network \$2,000/single, \$4,000/family Non-Network	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit ?	Copays, deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers ?	Yes, See MedMutual.com/SBC or call 800.540.2583 for list of participating providers.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist ?	No	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed later in the document. See your policy or plan document for additional information about excluded services .

Questions: Call 800.540.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.540.2583 to request a copy.

City of Bay Village
 10/2012
 REVISED 10/2012

City of Bay Village: PPO Plan

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: Beginning on or after 3/1/2013

Coverage for: Single or Family/ Plan Type: PPO



- **Co-payments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use Network **providers** by charging you lower **deductibles, co-payments** and **co-insurance** amounts.

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% co-insurance	-----none-----
	Specialist visit	\$20 copay/visit	40% co-insurance	-----none-----
	Other practitioner office visit (Chiropractic)	20% co-insurance	40% co-insurance	-----none-----
	Other practitioner office visit (Acupuncture)	Not Covered		Excluded Service
	Preventive care/ screening/ immunization	No charge	50% co-insurance	-----none-----
If you have a test	Diagnostic test (x-ray)	20% co-insurance	40% co-insurance	-----none-----
	Diagnostic test (blood work)	20% co-insurance	40% co-insurance	-----none-----
	Imaging (CT/PET scans, MRIs)	20% co-insurance	40% co-insurance	-----none-----
If you need drugs to treat your illness or condition	Generic copay - retail /Rx	\$10	Does Not Apply	-----none-----
	Generic copay - mail order /Rx	\$20	Does Not Apply	-----none-----
More information about prescription drug coverage is available at MedMutual.com/SBC	Formulary copay - retail /Rx	\$30	Does Not Apply	Covers up to a 30-day supply
	Formulary copay - mail order /Rx	\$60	Does Not Apply	Covers up to a 90-day supply
	Non-Formulary copay - retail /Rx	\$50	Does Not Apply	Covers up to a 30-day supply
	Non-Formulary copay - mail order /Rx	\$100	Does Not Apply	Covers up to a 90-day supply

Questions: Call 800.540.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.540.2583 to request a copy.

Plan No. 10
 12/2012
 BENEFIT DESIGN

City of Bay Village: PPO Plan

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: Beginning on or after 3/1/2013

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Receive	Costs if You Use a Network Provider	Costs if You Use a Non-Network Provider	Limitations and Exclusions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% co-insurance	40% co-insurance	-----none-----
	Physician/surgeon fees (Outpatient)	20% co-insurance	40% co-insurance	-----none-----
	Emergency room services	\$75 copay/visit		-----none-----
If you need immediate medical attention	Emergency medical transportation	20% co-insurance	40% co-insurance	-----none-----
	Urgent care	\$35 copay/visit	40% co-insurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	20% co-insurance	40% co-insurance	-----none-----
	Physician/ surgeon fee (inpatient)	20% co-insurance	40% co-insurance	-----none-----
	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits		-----none-----
	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits		-----none-----
	Substance abuse disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance abuse disorder outpatient services (drug abuse)	Benefits paid based on corresponding medical benefits		-----none-----
If you have mental health, behavioral health, or substance abuse needs	Substance abuse disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance abuse disorder inpatient services (drug abuse)	Benefits paid based on corresponding medical benefits		-----none-----
	Prenatal and postnatal care	20% co-insurance	40% co-insurance	-----none-----
If you become pregnant	Delivery and all inpatient services	20% co-insurance	40% co-insurance	-----none-----

Questions: Call 800.540.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.540.2583 to request a copy.

City of Bay Village
 12345678
 901234567890
 12345678901234

City of Bay Village: PPO Plan

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: Beginning on or after 3/1/2013

Coverage for: Single or Family Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exclusions
If you need help recovering or have other special health needs	Home health care	20% co-insurance	40% co-insurance	(30 visits per benefit period)
	Rehabilitation services	20% co-insurance	40% co-insurance	-----none-----
	Habilitation services (Occupational Therapy)	20% co-insurance	40% co-insurance	-----none-----
	Habilitation services (Speech Therapy)	20% co-insurance	40% co-insurance	-----none-----
	Skilled nursing care	20% co-insurance	40% co-insurance	(100 days per benefit period)
	Durable medical equipment	20% co-insurance	40% co-insurance	-----none-----
	Hospice Service	20% co-insurance	40% co-insurance	-----none-----
If your child needs dental or eye care	Eye exam	No charge	50% co-insurance	-----none-----
	Glasses	Not Covered		Excluded Service
	Dental check-up (Child)	Not Covered		Excluded Service

Questions: Call 800.540.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.540.2583 to request a copy.

Page 4 of 8
 12/2012
 BENE-05-00013

City of Bay Village: PPO Plan

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period Beginning on or after 3/1/2013

Coverage for: Single or Family/ Plan Type: PPO

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Dental Care (Adult)
- Infertility Treatment
- Routine Eye Care (Adult)
- Cosmetic Surgery
- Glasses
- Long-Term Care
- Routine Foot Care
- Dental check-up (Child)
- Hearing Aids
- Non-emergency care when traveling outside the U.S.
- Weight Loss Programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic Care
- Private-Duty Nursing

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 800.540.2583. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 866.444.3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 877.267.2323 X61565 or www.ccoio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact: the plan at 800.540.2583. You may also contact the Department of Labor's Employee Benefits Security Administration at 866.444.EBSA (3273) or www.dol.gov/ebsa/healthreform and your State Department of Insurance at 800.686.1526.

Questions: Call 800.540.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.540.2583 to request a copy.

Printed on
07/06/2013
BEN102 (03/08)153

City of Bay Village: PPO Plan

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: Beginning on or after 2/1/2013

Coverage for: Single or Family| Plan Type: PPO

Language Access Services

800.540.2583

Para obtener asistencia en Español, llame al

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa

如果 需要 帮助 请拨打这个号码

Dinek'ehgo shika at'ohwol ninisingo, kwijijgo holne!

-----To see examples of how this plan might cover costs for sample medical situations, see the next page-----

Questions: Call 800.540.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.540.2583 to request a copy.

Printed on 02/13/2013
800.540.2583

City of Bay Village: PPO Plan

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: Beginning on or after 3/1/2013

Coverage for: Single or Family Plan Type: PPO

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

 **This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Amount owed to providers: \$7,540
Plan Pays \$5,920
Patient Pays \$1,620

Sample care costs:	
Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient Pays:	
Deductibles	\$400
Co-pays	\$20
Co-insurance	\$1,000
Limits or exclusions	\$200
Total	\$1,620

These numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower. For more information about your HRA or FSA, please contact your employer group.

Amount owed to providers: \$5,400
Plan Pays \$4,760
Patient Pays \$640

Sample care cost:	
Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedure	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient Pays:	
Deductibles	\$100
Co-pays	\$500
Co-insurance	\$0
Limits or exclusions	\$40
Total	\$640

Note: These numbers assume the patient is participating in our diabetes wellness program. If you have diabetes and do not participate in the wellness program, your costs may be higher. For more information about the diabetes wellness program, please contact: 800.540.2583.

Questions: Call 800.540.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.540.2583 to request a copy.

City of Bay Village: PPO Plan

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: Beginning on or after 3/1/2013

Coverage for: Single or Family Plan Type: PPO

Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services (HHS), and aren't specific to a particular geographic area or health plan.
- Patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same policy period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments** and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

No. Treatments shown are just examples. The care you would receive for these conditions could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

No. Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

Yes. When you look at the Summaries of Coverage for other plans, you'll find the same coverage examples. When you compare plans, check the "You Pay" box for each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

Yes. An important cost is the premium you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **co-payments**, **deductibles**, and **co-insurance**. You also should consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 800.540.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.540.2583 to request a copy.

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