



COLLECTIVE BARGAINING AGREEMENT

between

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0532-07
K30100
11/04/2013

THE CITY OF STRONGSVILLE

and

**THE FRATERNAL ORDER OF POLICE,
PARMA LODGE #15
(CORRECTIONS OFFICERS)**

October 7, 2013

to

December 31, 2015

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Strongsville, hereinafter referred to as the "Employer" and the FOP Parma Lodge 15, (Corrections Officers) hereinafter referred to as the "FOP" or "Union".

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure it orderly and uninterrupted efficient operations, the Employer and the FOP now desire 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 multi-unit 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 City of Strongsville; (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

UNION RECOGNITION

3.01 The Employer recognizes the Fraternal Order of Police as the sole and exclusive representative for those employees included in this Bargaining Unit for the purpose of negotiating wages, hours, benefits, and conditions of employment. Whenever used in this Agreement, the term "Bargaining Unit" shall mean the Corrections Officers consisting of all full and part-time Corrections Officers.

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

3.03 Notwithstanding the provisions of this Article, management, confidential, fiduciary, supervisory, casual and seasonal employees shall be excluded from the bargaining units.

ARTICLE IV

DUES DEDUCTIONS AND AGENCY SHOP

4.01 The Employer agrees to deduct Lodge membership dues in accordance with this Article for all employees who are members of the Union.

4.02 The Employer agrees to deduct regular Lodge membership dues once each month from the pay of any employee in the bargaining unit eligible for membership, upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll

deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Lodge dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

4.03 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, regarding the deduction of Lodge dues. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Lodge.

4.04 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or, (5) resignation by the employee from the FOP.

4.05 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

4.06 The parties agree that neither the employees nor the Lodge shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Lodge dues deduction would normally be made by deducting the proper amount.

4.07 The rate at which dues are to be deducted shall be certified to the Finance Director by the Treasurer of the Lodge during January of each year. One (1) month advance notice must be given the Finance Director prior to making any changes in an individual's dues deductions.

4.08 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

4.09 The City shall provide each newly hired bargaining unit employee with a copy of the FOP's fair share fee (agency/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 the FOP 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 to the FOP 15 lodge office.

ARTICLE V

MANAGEMENT RIGHTS

5.01 Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, layoff and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division, within the jail facility operation; to transfer (including the assignment and allocation of work operations-division) within or to other operations-divisions which shall include the right to privatize or subcontract services and the right to consolidate and merge operations with other entities; to determine the work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; and require the participation in appropriate drug and substance abuse testing programs, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE VI

NON-DISCRIMINATION

6.01 Neither the Employer nor the FOP shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, disability, handicap or national origin. The FOP shall share equally with the Employer the responsibility for applying this Article to the Agreement.

6.02 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

6.03 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the FOP, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of FOP membership or because of any legal employee activity in an official capacity on behalf of the FOP, as long as that activity does not conflict with the terms of this Agreement.

6.04 The FOP agrees not to interfere with the rights of employees to refrain or resign from membership in the FOP and the FOP shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the FOP or involvement in FOP activities.

ARTICLE VII

NO STRIKE/NO LOCKOUT

7.01 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the FOP recognize their mutual responsibility to provide for uninterrupted services to the citizens of Strongsville. Therefore, the FOP agrees that neither it,

its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members.

7.02 When the City notifies the FOP that any member of the bargaining unit individually or collectively is engaged in any such strike activity, as outlined above, the FOP agrees to immediately publicly denounce such violations, disclaim approval and conspicuously post notice over the signature of an authorized representative of the FOP to the effect that a violations in progress and such notice shall instruct all employees to return to work immediately. Should the FOP fail to publicly denounce such violation and post such notice, the City shall have the option of canceling any or all Article(s), Section(s), or Subsection(s) of this Agreement. Any employee failing to return to work after notification by the FOP as provided herein, or who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge, and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

7.03 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the FOP, unless those members shall have violated Section 7.02 of this Article.

ARTICLE VIII

LODGE REPRESENTATIVE

8.01 Staff representatives will be recognized by the Employer as FOP representatives in accordance with this Agreement upon the receipt of a letter so identifying them and signed by the President of the Lodge or his designee.

8.02 The FOP shall submit, in writing, names of employees to act as FOP representatives for the purpose of processing grievances as defined in the grievance procedure. The Employer shall be notified, in writing, of changes of all officers of the Lodge. Employees shall not be permitted to function as a FOP representative until the FOP has presented the Employer with written certification of that person's selection.

8.03 The FOP shall provide to the Employer an official roster of its officers and local Lodge representatives which is to be kept current at all times and shall include the following:

1. Name;
2. Address;
3. Home telephone number;
4. Immediate supervisor; and
5. Union office held.

- 8.04 Rules governing the activity of the Lodge representatives are as follows:
1. The FOP agrees that no official of the FOP (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The FOP further agrees not to conduct Lodge business during working hours except to the extent authorized in the Grievance Procedure.
 2. The FOP shall not conduct Lodge activities in any work area without notifying the supervisor in charge of that area of the nature of the activity.
 3. The FOP employee official shall cease activities immediately upon the request of the supervisor of the area in which FOP activity is to be conducted or upon the request of the FOP employee officer's immediate supervisor.

8.05 The Employer agrees that one (1) non-employee officer or representative of the Lodge shall be admitted to the Employer's facilities and sites during working hours upon advance notice to the Employer. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

ARTICLE IX DISCIPLINARY PROCEDURE

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

- 9.02 All employees shall have the following rights:
- A. An employee shall be entitled to representation by a Union representative or Union attorney at each step of the disciplinary procedure.
 - B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.
 - C. 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.

9.03 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.

9.04 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.

9.05 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority, or his/her designee, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority or his/her designee 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 or his/her designee may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) calendar days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee.
- 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 4 of the Grievance Procedure. The appeal must be filed at Step 4 within five (5) working days from receipt of the Notice of Discipline.
- D. Disciplinary interrogations, meeting or hearing will normally be scheduled during shift times except that third shift employees may have their schedules modified by the Employer for such meetings or hearings at the Employer's discretion. An employee will be compensated at the applicable rate for required attendance at an internal investigation or pre-disciplinary meeting outside of the employee's normal working shift (if not modified as set forth above), however, an employee shall not be compensated for grievance hearings outside of his normal working shift.

9.10 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.

9.11 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 or to decline any such representation. In the event any employee

declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

9.12 An employee may be suspended with or without 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.

9.13 Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date for written warnings and thirty-six (36) months after their effective date for suspensions of three (3) days or less, providing there are not intervening disciplinary actions taken during that time. Suspension of four (4) days or less will not be considered in future disciplinary actions after five (5) years providing there are no more intervening disciplinary actions during that time.

ARTICLE X GRIEVANCE PROCEDURE

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

10.02 A grievance is a dispute or difference between the City and the FOP, or between the City and the employees concerning the interpretation and/or application of and/or compliance with any provision of this Agreement. A grievance shall be defined as any aggrieved employee or an aggrieved group of employees within the Bargaining Unit actually filing a grievance. When any such grievance arises, the following procedure will be observed.

Step 1:

The Union must submit the grievance, in writing, to the Chief within fifteen (15) calendar days after the occurrence of the events upon which the grievance is based. Filing shall mean that the grievance must be time-stamped as received by the Chief or his designee. A copy of such time-stamped grievance, when received, shall be given to the Union. The grievance shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the FOP representative. The grievance shall be signed and dated by the grievant. The Chief shall give his answer within seven (7) calendar days after receipt of the grievance. The Chief's answer shall be given to the FOP representative.

Step 2:

If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed by the Union with the Mayor or his designee within five (5) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decision shall be submitted with the appeal. The Mayor or his designee shall meet with the grievant and/or a representative of the FOP within fifteen (15) calendar days after receipt of the appeal. The Mayor or his designee shall issue a written decision to the FOP representative within ten (10) calendar days from the date of the meeting.

Step 3:

In the event the grievance is not resolved at Step 2, then within twenty (20) calendar days the Union may submit the grievance to arbitration by requesting in writing a list of arbitrators from the American Arbitration Association.

Failure of the Union to timely file a grievance or timely process it to any step shall extinguish the grievance. Failure of the City to timely process the grievance will result in the movement of the grievance to the next step.

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

The hearing or hearings shall be conducted pursuant to the rules of voluntary arbitration of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the losing party. Each party shall be responsible for one-half of such fees and expenses for split decisions, which are so designated by the arbitrator. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

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

10.03 Calendar days as provided within the grievance procedure shall not include Saturdays, Sundays or holidays recognized by the City administration.

10.04 An employee may present grievances and have them adjusted, without the intervention of a representative of the FOP, as long as the adjustment, if any, is not inconsistent with the terms of this Agreement. A representative of the FOP shall have the opportunity to be present at such adjustment. Neither a grievant-employee nor an employee representative will be compensated for grievance hearings outside of his normal working shift unless required by the Employer to appear.

10.05 The FOP shall submit in writing the names of the employees who act as the FOP representatives for the purpose of processing grievances as defined in the Grievance Procedure. The City shall be notified in writing of changes of all officers of Lodge No. 15 and FOP representatives as they occur. These employees shall not be permitted to function as an FOP representative until the FOP has presented the City with written certification of the person's selection.

ARTICLE XI SENIORITY / PROBATIONARY PERIOD

11.01 Seniority shall be determined by the length of continuous service with the Strongsville Corrections Division since the most recent date of hire (date of appointment). For bidding and layoff purposes, part-time employees shall get service credit based on the total number of hours worked as a percentage of a year. In case of same date of hire, seniority shall be determined by the employee's date on his/her employment application.

11.02 The probationary status of newly hired employees shall be for a period of one (1) year from the date of hire. During such probationary period, the Employer shall have the sole discretion to discipline or discharge the employee and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

ARTICLE XII BULLETIN BOARDS

12.01 The Employer agrees to provide space for bulletin boards in agreed upon areas for use by the Union.

12.02 All Union notices which appear on the bulletin boards shall be signed, posted and removed by the Union Officers during non-work time. Union notices relating to the following matter may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;

- F. Reports of non-political standing committees and independent non-political arms of the Union; and,
- G. Non-political publications, rulings or policies of the Union.

All other notices of any kind not covering in A through G above must receive prior approval of the Chief or his designated representative. It is also understood that no material may be posted on Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any employee organization, regardless of whether the organization has local membership; and,
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

12.03 No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

12.04 Violation of any provisions of this Article shall subject the Union to revocation of bulletin board posting privileges by the Employer.

ARTICLE XIII ATTENDANCE AT TRAINING SCHOOLS, SESSIONS OR SEMINARS

13.01 Members requesting permission to attend any school, training session or seminar shall submit a written request to the Chief, stating the objective, the probable benefit to the department and the expected expenses. Such request shall be evaluated by the Chief and he shall make the final determination.

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

13.03 Attendance at any approved school, training session or seminar pertinent to police matters, shall be compensated at the applicable hourly rate for travel time and attendance.

13.04 Any employee of the Strongsville Corrections Division required by the Chief to remain overnight to receive training, shall receive an allowance for meals of Forty Dollars (\$40.00) maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing costs for overnight accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Chief.

13.05 If an employee is required to use his personal automobile for City business, he shall be reimbursed at the prevailing Internal Revenue Service rate. The Chief shall approve all such requests.

ARTICLE XIV WAIVER IN CASE OF EMERGENCY

14.01 In cases of emergency publicly declared by the President of the United State, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for management or the Union's replies on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

14.02 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

ARTICLE XV LIABILITY COVERAGE

15.01 The City shall provide liability insurance for the employees, including false arrest coverage for a corrections officer regarding occurrences arising out of the performance of his duties, and such coverage shall be the minimum amounts of Five Hundred Thousand Dollars, (\$500,000.00), per accident, with a minimum aggregate limit of One Million Dollars, (\$1,000,000.00).

15.02 In the event that such insurance coverage is not available to the City upon terms and conditions satisfactory to the City, the City shall indemnify an employee for judgments and reasonable expenses incurred by him in defending civil legal proceedings provided that any such action is based upon allegation(s) that:

- 1. The employee was acting in a matter in which the City has an interest;
- 2. The employee was acting in discharge of a duty imposed or authorized by law; and,
- 3. The employee was acting in good faith.

15.03 The City shall reimburse or pay a judgment or settlement sum in an action based upon aforesaid allegations provided that the Council of the City or a court of competent jurisdiction finds and determines that such damages arose out of such actions, but only to the extent that such damages are compensatory in nature. The decision of Council shall be final and shall not be reviewable under the grievance procedure of this Agreement.

15.04 The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the City or to the Union, nor shall such failure be considered a breach by the City or Union of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining thereto.

ARTICLE XVI HOURS OF WORK

16.01 This Article is intended to define the normal hours of work per work period in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the City from restructuring the normal work day or work period for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal work day or work period in effect, the City will give notice of such change to the Union and employees as far in advance as is reasonably practical.

16.02 The normal work period for all full-time employees covered by this Agreement shall be eighty (80) hours in a two (2) week period. The work period shall be computed starting at 12:01 a.m. Sunday and ending on the fourteenth (14th) day following. Each work period thereafter shall be computed beginning the next Sunday and run the next fourteen (14) day period. The fourteen (14) day work period shall include a one-half (1/2) hour lunch period per day.

ARTICLE XVII OVERTIME

17.01 Overtime pay for employees shall be at the rate of one-and-one-half (1-1/2) times the employee's regular hourly rate of pay for hours actually worked in excess of eighty (80) hours in a two-week work period as defined by the City. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE XVIII BENEFITS, VACATION LEAVE, SICK LEAVE AND HOLIDAYS

18.01 Each full-time employee (excluding part-time, seasonal, and temporary employees) of the City shall be provided with vacation leave, sick leave and holidays as follows:

- (a) Vacation Leave. Each full-time City employee shall be entitled to paid vacation leave on his or her anniversary date as follows:
 - (1) After completion of one year and up to five years of continuous service, two weeks with pay;

- (2) After completion of five years and up to ten years of continuous service, three weeks;
- (3) After completion of ten years and up to fifteen years of continuous service, four weeks;
- (4) After completion of fifteen years and up to twenty years of continuous service, five weeks;
- (5) After completion of twenty or more years of continuous service, six weeks.

Employees shall be permitted to carry over up to forty (40) hours (or one (1) week) of unused vacation time on their anniversary date.

- (b) Sick Leave. Each full-time City employee shall be entitled to sick leave with pay as follows:

- (1) Sick leave credit shall be earned at the rate of 4.60 hours for each eighty hours of service, up to a maximum of 120 hours per year. Sick leave credit shall be prorated to the hours of completed service in each pay period. Unused sick leave shall accumulate without limit.
- (2) Employees who were previously employed by another public-sector employer shall not carry any of their accrued time (e.g. sick time, vacation, etc.) with them when hired by the City.
- (3) An employee shall be charged for sick leave only for days which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.
- (4) Sick leave shall be granted to an employee, upon approval of the Mayor or designee, for the following reasons:
 - A. Illness or injury of the employee or immediate family member;
 - B. Death of a member of his/her immediate family;
 - C. Medical, dental or optical examination or treatment of the employee where the treatment may not be scheduled during non-work hours;
 - D. If a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others;

- E. Pregnancy and/or childbirth and other conditions related thereto;
 - F. To attend the funeral of a brother, sister, spouse, child, mother, father, grandfather, grandmother, person in loco parentis, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, provided that not more than three days of sick leave shall be granted to an employee for such purpose and then only to an employee who provides proof of such attendance.
- (5) The employer shall require an employee to furnish a standard written signed statement to justify the use of sick leave. Such statement shall be submitted to the Director of Human Resources or designee. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.
 - (6) When an employee is unable to work, the employee shall notify the supervisor or other designated person no later than one (1) hour prior to the time the employee is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.
 - (7) Employees failing to comply with sick leave rules and regulations shall not be paid.
 - (8) If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the employer that the employee was unable to perform his/her duties.
 - (9) The City may, at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from his/her attending physician certifying that absence from work was required due to one of the reasons set forth in paragraph (c)(4) hereof. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive work days or for the day immediately prior to or after a holiday. Such certification shall be submitted to the Director of Human Resources or designee.

The City may, at its discretion, verify the report of the attending physician concerning the illness or disability of an employee, and require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability. As a result of such physician's statements and examinations, the City may approve or deny an employee's sick leave request and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

Any employee who is sick or disabled for five or more consecutive workdays may be required, at the City's discretion, to secure and submit a physician's release certifying that the

employee is fit to return to work. The City may also require, at its discretion, that an employee be examined by a professional of its choice in conjunction with such sick leave release procedure.

- A. Upon retirement from service after fifteen (15) or more years of service with the City, an employee may convert up to one-half of the value of his/her accumulated sick leave balance, to cash, at the rate of one hour of pay for each hour of sick leave at the employee's current hourly rate of pay on the date of the employee's retirement.
- B. Employees hired by the City prior to December 18, 2006, the date of passage of Ordinance 2006-262, upon retirement with more than ten (10) years but less than fifteen (15) years of service with the City, are grandfathered under the provisions of the City's previous conversion formula and may convert up to one-quarter of the value of no more than 960 hours of accumulated sick leave credit, to cash, at the rate of one hour of pay for each hour of sick leave at the employee's current hourly rate of pay on the date of the employee's retirement.

(c) Holidays.

- (1) Effective January 1, 2014, each full-time employee, shall be allotted ninety-six (96) hours of paid holiday time to be utilized in 8-hour increments and which cannot be carried into the next calendar year. Holiday time will be allotted at the beginning of the calendar year and can be scheduled per the approval of management. Employees who separate from employment, and who have utilized holiday time in excess of the time in paid status for the year, shall owe the City for the excess hours used. (Example: An employee who separates on March 31st who has utilized 48 hours of holiday time owes the City 24 hours of time.)

(d) Personal Time.

- (1) Between January 1 and December 31 of each year, each regular full-time employee shall earn personal leave with pay at the rate of three (3) hours for each calendar month of service completed provided that the employee has been engaged in active employment at all times during each regular work day and work week scheduled for such employee, except for absence on sick leave due to death in the employees' immediate family or absence due to birth of a child. Personal leave in excess of twenty-four (24) hours will be converted to a cash payment for each employee at the end of each calendar year.

18.03 BENEFITS.

(a) A comprehensive health care plan with extensive medical benefits, major dental care and vision care, and prescription drug benefits shall be furnished by the City for each full-time hourly and salaried employee who is not covered by a collective bargaining agreement and is enrolled in the City's health care plan as summarized in Attachment A.

(b) The City shall provide and pay for all full-time hourly and salaried employees, who are not covered by a collective bargaining agreement, a policy of life, accidental death and dismemberment insurance in the amount equal to two times such employee's annual salary up to a maximum benefit of two hundred fifty thousand dollars (\$250,000), and the premium or part-premium for which shall be listed on the employee's taxable income for Federal, State and local income tax purposes to the extent required by Section 79 of the U.S. Internal Revenue Service Code. Such policy shall be underwritten by an insurance company approved by the City as part of its benefits plan.

(c) Effective January 1, 2013 through December 31, 2013, all full time employees eligible and receiving any benefits listed and described under subsection (a) hereof shall pay to the City one-hundred dollars (\$100.00) per month. The amount shall be paid through payroll deductions equally in each of the two pay periods each month. If the employee has no earnings the employee shall reimburse the City on or before the 15th of each month. To the extent permissible under the Internal Revenue Code Section 125 (Premium Only Plan) such deductions shall be made from the employee's gross pay on a pretax basis. Life Insurance will remain at two (2) times the annual salary.

Effective January 1, 2014, all full-time eligible employees who have met all of the bi-annual Wellness Initiative/Screening conditions of 2013 as established by the City and on file with the City's Director of Human Resources, and who are receiving the benefits listed and described in subsection (a) shall continue to pay a monthly premium-contribution throughout 2014 of one hundred dollars (\$100.00) per month from their gross pay on a pre-tax basis.

Effective January 1, 2015, all full-time eligible employees who have met all of the bi-annual Wellness Initiative/Screening conditions of 2014 as established by the City and on file with the City's Director of Human Resources, and who are receiving the benefits listed and described in subsection (a) shall continue to pay a monthly premium-contribution throughout 2015 of one hundred dollars (\$100.00) per month from their gross pay on a pre-tax basis.

Effective January 1, 2014 and thereafter, an employee failing to meet any of the aforementioned bi-annual Wellness Initiative/Screening conditions of the prior year shall pay one hundred twenty-five dollars (\$125.00) per month from his/her gross pay on a pre-tax basis, throughout the succeeding year.

Any additional cost for alternate coverage or for additional coverage, other than that provided in subsections (a) and (b) hereof, shall be paid by the employee, and such additional cost shall be paid through payroll deductions. The remainder of the actual premium rate of such health care plan shall be paid by the City from City funds.

(d) In those cases where both spouses are employed by the City of Strongsville in any position or capacity, only one will be eligible for health care coverage, which shall be the family plan as determined by first date of birth. In such circumstances, only the one eligible spouse shall be required to pay a contribution towards the premiums as set forth herein.

(e) The amount set forth in subsection (c) hereof shall be paid in the manner specified above, from each employee who is eligible and receiving benefits provided for in subsection (a) hereof. In the event an employee who is eligible and receiving benefits provided for in subsection (a) hereof is not receiving bi-weekly compensation through City payroll, such employee shall pay to the City on or before the 15th of each month, such amounts as are due from the employee to the City for such benefits.

18.04 PAY FOR JURY DUTY.

(a) Any employee who is called for jury duty for any of the courts of record in the State of Ohio shall be privileged to so serve and while serving shall receive compensation by the City at the employee's regular rate in addition to any amount paid by the court for individuals serving as jurors.

(b) The City shall pay any employee who serves on a jury his/her regular rate of pay. Any time off by an employee resulting from serving on a jury shall in no way diminish or reduce time allowed under Section 266.03 for vacations, holidays or sick leave.

ARTICLE XIX

WAGES AND LONGEVITY

19.01 For the term of this agreement, Corrections Officers shall be paid as follows:

Effective January 1, 2013, the hourly wage rates for full-time Corrections Officers will be increased, by 2.25%. Upon ratification, the hourly wage rate for part-time employees will be increased by \$1.00.

Effective January 1, 2014, all bargaining unit wage rates may be increased, not to exceed 2.5%, based upon satisfactory achievement of prescribed performance objectives.

Effective January 1, 2015, all bargaining unit wage rates may be increased, not to exceed 2.25%, based upon satisfactory achievement of prescribed performance objectives.

Per the aforementioned increases and terms, the maximum hourly and annual rates are as follows:

FULL-TIME			
	<u>Retroactive to January 1, 2013</u>	<u>January 1, 2014</u>	<u>January 1, 2015</u>
HOURLY	\$19.43	\$19.92	\$20.37
ANNUAL	\$40,414.40	\$41,443.60	\$42,369.60

PART-TIME			
<u>Current hourly rate</u>	<u>Upon ratification</u>	<u>January 1, 2014</u>	<u>January 1, 2015</u>
\$14.45	\$15.45	\$15.84	\$16.20

Probationary employees shall progress through the probationary steps as currently set forth in the Departmental rules and regulations.

Employees assigned as a Coordinator shall be paid at a rate fourteen percent (14%) above the full-time Corrections Officer rate. The assigning of an employee as the Coordinator shall be within the sole discretion of management.

19.02 Longevity Compensation. In addition to their base pay, all full-time employees shall receive additional compensation as longevity pay at the rate of Five Hundred Dollars (\$500.00) after five (5) years of service and increases of One Hundred Dollars (\$100.00) thereafter.

(a) For the purposes of this section, the completion of a year of continuous service shall be on the anniversary date of the employee's date of hire if there is no break in service with the City. If there is a break in service with the City, then completion of a year of continuous service shall be on the anniversary date of the employee's date of re-hire.

(b) The additional compensation set out in this section shall be made as soon as practicable following the anniversary date of the employee's date of hire or the date of re-hire in the event of a break in service for any reason.

19.03 Pension Pick Up (Salary Reduction Method). The City agrees to continue the pension pick-up program which will reduce the employee's gross pay by the amount of the employee's contribution to the Public Employees' Retirement System ("PERS") and the City will be responsible for submitting both the City's and the employee's contribution to PERS.

ARTICLE XX

CONFORMITY TO LAW

20.01 This Agreement shall supersede any present and future federal, state and local laws, along with any applicable rules and regulations.

20.02 If any existing or future enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement.

20.03 Should any Article, Section or Subsection of this Agreement be deemed invalid or unenforceable under Section 20.02 above, the parties shall enter into discussion on the invalid or unenforceable section to negotiate successor sections.

ARTICLE XXI

CALL-IN PAY

Employees who are called in to work at a time other than their regularly schedule shift and at a time not contiguous to their regularly scheduled shift, shall receive a minimum of two (2) hours of straight time compensation, unless the time exceeds forty (40) hours worked in a workweek wherein they shall receive one and one-half times (1½) their hourly rate.

ARTICLE XXII

UNIFORMS

The City shall provide and replace uniforms in types, quantity and frequency as it determines within its discretion. The City shall also provide full-time employees an annual maintenance allowance of two hundred-fifty dollars (\$250.00).

ARTICLE XXIII

TOTAL AGREEMENT

23.01 This Agreement represents the entire agreement between the Employer and the FOP 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, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained, nor subject to any obligation to negotiate.

ARTICLE XXIV

FAMILY AND MEDICAL LEAVE ACT

24.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employee shall continue to receive health care insurance with the same conditions as set forth in Article XVIII, but shall not receive any other benefit.

24.02 The Employer may require an employee to use accrued vacation or sick leave which shall be inclusive of the twelve (12) weeks of FMLA leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time under this article.

24.03 An employee who is unable to perform their duties due to an injury, personal illness, or pregnancy (including post-partum recovery periods), shall, after exhaustion of sick leave and leave available pursuant to the Family and Medical Leave Act, be granted a leave of absence without pay for a period of three (3) months. The request for leave shall be supported by medical evidence and provided to the Chief. The City may require an employee who requests a leave under this Section to submit to a physical examination by a physician chosen by the City at any time.

An employee that is granted leave under this Section shall not suffer a loss in seniority status. Hospitalization insurance as contained in Section 18.03 of this Agreement shall remain in effect during a leave under this Section.

ARTICLE XXV

LAY-OFFS

25.01 When a layoff is necessary due to lack of funds, lack of work, abolishment of positions, curtailment of functions, consolidation or regionalization, the City shall notify the affected employees in writing at least fourteen (14) days in advance of the effective date of layoff. All temporary, seasonal, part-time and probationary employees within the affected job classification (corrections officer) will be laid off first in the foregoing order. Then, the employee with the least seniority within the affected classification (corrections officer) will be the first laid off.

25.02 Employees shall remain on a lay off list for one (1) year as long as the employee maintains his or her certification. The employee shall be recalled from that list in the reverse order in which the employees were laid off before hiring anyone else.

25.03 Notice of recall shall be sent to the employee(s) by certified mail, with a copy to the FOP and shall contain a date to return to work which shall not be less than ten (10) days from the date of mailing. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail. The notification of the intent to return to work must be communicated to the Chief of Police within seven (7) days of receipt of notice as aforesaid, and the employee must report back to work by the date set forth in the notice or forfeit his or her right to return.

ARTICLE XXVI

DURATION OF AGREEMENT

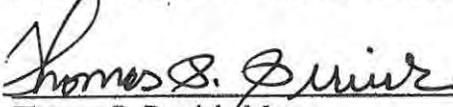
26.01 This Agreement shall be effective as of the date of ratification or conciliator's award, and shall remain in full force and effect through December 31, 2015, unless otherwise terminated as provided herein.

26.02 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

26.03 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right; and each agrees that the other shall not be obligated to bargain collectively or individually 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 of either or both parties at the time they negotiated or signed this Agreement. This Agreement may only be amended or modified during the life of the Agreement by the express, mutual written consent of both parties.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this 22nd day of October, 2013.

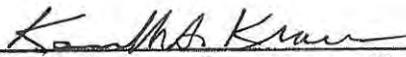
FOR THE CITY OF STRONGSVILLE



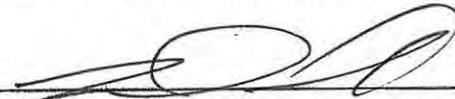
Thomas P. Perciak, Mayor



James Kobak, Chief of Police

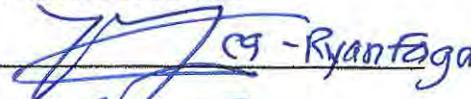


Kenneth A. Kraus, Law Director (For Form)



Jon Dileo, Esq.,
Special Labor Counsel for the City

FOR THE FOP LODGE #15
CORRECTIONS OFFICERS

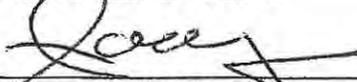


Ryan Faga



C-11 RAMON PEREZ

APPROVED AS TO FORM:



Robert M. Phillips
Counsel for FOP Lodge #15

Medical Mutual : Plan 4

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

Coverage Period: January 1st - December 31st

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 800.232.7400.

Important Questions	Answers	Why This Matters:
What is the overall deductible ?	\$200/single, \$400/family Network \$400/single, \$800/family Non-Network Doesn't apply to co-insurance, copays and network preventive care	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, \$500/single, \$800/family Network \$1,000/single, \$2,000/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?	Yes, \$5,000,000	This plan will pay for covered services only up to this limit during each coverage period, even if your own need is greater. You're responsible for all expenses above this limit. The chart starting on page 2 describes specific coverage limits, such as limits on the number of office visits.
Does this plan use a network of providers ?	Yes, See MedMutual.com/SBC or call 800.232.7400 for a 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 800.232.7400 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 800.232.7400 to request a copy.

Medical Mutual : Plan 4

Coverage Period: January 1st - December 31st

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

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	10% co-insurance	20% co-insurance	—none—
	Specialist visit	10% co-insurance	20% co-insurance	—none—
	Other practitioner office visit (Chiropractic)	10% co-insurance	20% co-insurance	(10 visits then Medical Review, combined with Physical and Occupational Therapy)
	Other practitioner office visit (Acupuncture)	Not Covered		Excluded Service
	Preventive care/ screening/ immunization	No charge	20% co-insurance	—none—
If you have a test	Diagnostic test (x-ray)	10% co-insurance	20% co-insurance	—none—
	Diagnostic test (blood work)	10% co-insurance	20% co-insurance	—none—
	Imaging (CT/PET scans, MRIs)	10% co-insurance	20% co-insurance	—none—

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Medical Mutual : Plan 4

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

Coverage Period: January 1st - December 31st

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 Exceptions
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at MedMutual.com/SBC	Generic copay - retail /Rx	\$20	Does Not Apply	Covers up to a 30-day supply
	Generic copay - mail order /Rx	\$40	Does Not Apply	Covers up to a 90-day supply
	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	\$60	Does Not Apply	Covers up to a 30-day supply
	Non-Formulary copay - mail order /Rx	\$120	Does Not Apply	Covers up to a 90-day supply
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% co-insurance	20% co-insurance	—none—
	Physician/surgeon fees (Outpatient)	10% co-insurance	20% co-insurance	—none—
	Emergency room services	10% co-insurance	—none—	—none—
If you need immediate medical attention	Emergency medical transportation	10% co-insurance	20% co-insurance	—none—
	Urgent care	10% co-insurance	20% co-insurance	—none—
If you have a hospital stay	Facility fee (e.g., hospital room)	10% co-insurance	20% co-insurance	—none—
	Physician/ surgeon fee (inpatient)	10% co-insurance	20% co-insurance	—none—
If you have mental health, behavioral health, or substance abuse needs	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—
	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—

Questions: Call 800.232.7400 or visit us at MedMutual.com/SBC.

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Medical Mutual : Plan 4

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

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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 Exceptions
If you become pregnant:	Prenatal and postnatal care	10% co-insurance	20% co-insurance	—none—
	Delivery and all inpatient services	10% co-insurance	20% co-insurance	—none—
If you need help recovering or have other special health needs:	Home health care	10% co-insurance	20% co-insurance	—none—
	Rehabilitation services	10% co-insurance	20% co-insurance	(10 visits then Medical Review, combined with Occupational Therapy and Chiropractic-Professional; unlimited Institutional)
	Habilitation services (Occupational Therapy)	10% co-insurance	20% co-insurance	(10 visits then Medical Review, combined with Physical Therapy and Chiropractic-Professional; unlimited Institutional)
	Habilitation services (Speech Therapy)	10% co-insurance	20% co-insurance	(10 visits, then Medical Review - Professional; unlimited - Institutional)
	Skilled nursing care	10% co-insurance	20% co-insurance	—none—
	Durable medical equipment	10% co-insurance	20% co-insurance	—none—
If your child needs dental or eye care:	Hospice Service	10% co-insurance	20% co-insurance	—none—
	Eye exam	No charge	20% co-insurance	—none—
	Glasses	Not Covered		Excluded Service
	Dental check-up (Child)	Not Covered		Excluded Service

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Medical Mutual : Plan 4

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

Coverage Period: January 1st - December 31st

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.

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
- Weight Loss Programs
- 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 800.232.7400. 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.cco.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 800.232.7400. You may also contact your State Department of Insurance at 800.686.1526.

Language Access Services

800.232.7400

Questions: Call 800.232.7400 or visit us at MedMutual.com/SBC.

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Medical Mutual : Plan 4

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

Coverage Period: January 1st - December 31st

Coverage for: Single or Family | Plan Type: PPO

Para obtener asistencia en Español, llame al
如果需要中文的帮助, 请拨打这个号码

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa
Dinek'ebgo shika at'obwol ninisingo, kwijigo holne'

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

Questions: Call 800.232.7400 or visit us at MedMutual.com/SBC.

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Medical Mutual : Plan 4

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

Coverage Period: January 1st - December 31st

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.

Having a baby (normal delivery)

Amount owed to providers: \$7,540
Plan Pays \$6,620
Patient Pays \$920

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	\$200
Co-pays	\$20
Co-insurance	\$500
Limits or exclusions	\$200
Total	\$920

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.

Managing Type 2 diabetes (routine maintenance of a well-controlled condition)

Amount owed to providers: \$5,400
Plan Pays \$4,290
Patient Pays \$1,110

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	\$200
Co-pays	\$800
Co-insurance	\$70
Limits or exclusions	\$40
Total	\$1,110

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 800.232.7400.

Questions: Call 800.232.7400 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 800.232.7400 to request a copy.

Medical Mutual : Plan 4

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

Coverage Period: January 1st - December 31st

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 800.232.7400 or visit us at MedMutual.com/SBC.

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**City of Strongsville
SuperDental
Effective 1/1/13**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Benefit Period Maximum (per member)	\$1,600	
Benefit Period Deductible	\$50 per person	\$50 per person
Preventive Services		
Oral Exams – two per benefit period	90%	80%
Bite Wing X-Rays – two sets per benefit period	90%	80%
Full Mouth X-Rays/ Panorex – one every 36 months	90%	80%
Prophylaxis (cleaning) – two per benefit period	90%	80%
Fluoride Treatment – One treatment per benefit period, limited to dependents up to age 19	90%	80%
Sealants – one every rolling 36 months per tooth	90%	80%
Space Maintainers- limited to eligible dependents up to age 19	90%	80%
Emergency Palliative Treatment – includes emergency oral exam	90%	80%
Essential Services		
Consultations and Other Exams by Specialist	90%	80%
Diagnostic X-Rays	90%	80%
Minor Restorative Services	90%	80%
Endodontics/Pulp Services	90%	80%
Periodontal Services	90%	80%
Repairs, Relines & Adjustments of Prosthetics	90%	80%
Simple Extractions	90%	80%
Impactions	90%	80%
Minor Oral Surgery Services	90%	80%
Bopsy and examination of oral tissue	90%	80%
Microscopic Examination	90%	80%
General Anesthesia	90%	80%
Complex Services		
Gold Foil Restoration	60% after deductible	50% after deductible
Inlays, Onlays – one every five years	60% after deductible	50% after deductible
Crowns – one every five years	60% after deductible	50% after deductible
Bridgework (Pontics & Abutments) – one every five years	60% after deductible	50% after deductible
Partial and Complete Dentures – one every five years	60% after deductible	50% after deductible
Orthodontics Option (eligible children under age 19 only)		
Orthodontic Lifetime Maximum (per member)	\$1000	
Orthodontic Diagnostic Services	50%	50%
Minor Treatment for Tooth Guidance	50%	50%
Minor Treatment for Harmful Habits	50%	50%
Interceptive Orthodontic Treatment	50%	50%
Comprehensive Orthodontic Treatment	50%	50%

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

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

3-month carryover applies.



**City of Strongsville
Vision
Effective 1-1-2013**

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	Same as Medical
Examinations	One per benefit period
Vision Examinations	\$20 per exam
Frames	One per two benefit periods
Basic Frames	\$50 per frame
Prescription Lenses	One per benefit period
Single Vision Lenses	\$75 per pair
Bifocal Lenses	\$125 per pair
Trifocal Lenses	\$175 per pair
Lenticular Lenses	\$350 per pair
Contacts In Lieu of Lenses	One per benefit period
Medically Necessary	\$150 per pair
Cosmetic	\$150 per pair

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