



13-MED-09-0962  
0552-07  
K30316  
12/27/2013

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF LAKEWOOD**  
**AND**  
**LAKEWOOD PARAMEDIC ASSOCIATION**  
  
**JANUARY 1, 2014 - DECEMBER 31, 2016**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Lakewood, Ohio, hereinafter referred to as the "City," and the Lakewood Paramedic Association (LPA), hereinafter referred to as the "Association." The term "employee" or "employees," where used in this Agreement, refers to all classified sworn full-time Paramedics employed by the Division of Fire, excluding all other employees of the Division of Fire.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association, to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of terms and conditions of their employment; and to establish a peaceful procedure for the adjustment and resolution of differences which may arise under this Agreement between the parties.

The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated.

### **ARTICLE 1**

#### **RECOGNITION**

1.01 The City hereby recognizes the Lakewood Paramedic Association as the sole and exclusive agent and representative of all employees, as identified in State Employment Relations Board (SERB), Case No. 00-REP-03-0063, excluding all other employees of the Division of Fire, for the purpose of collective bargaining and representation with respect to wages, hours, and all other terms and conditions of employment pursuant to Section 4117, et seq., Ohio Revised Code.

### **ARTICLE 2**

#### **CHECKOFF**

2.01 The City shall deduct, on a monthly basis, dues from the pay of employees in the LPA bargaining unit upon receipt from the LPA of individually, written authorization cards, voluntarily executed by an employee for that purpose and bearing the employee's signature, provided that any employee shall have the right to revoke such authorization, pursuant to the provisions of Section 4117 of the Ohio Revised Code.

2.02 The City shall transmit to the LPA all monies withheld during each month, along with a list of all employees for whom deductions have been made and, upon receipt, the LPA shall assume full responsibility for the disposition of all funds deducted.

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

2.04 The City 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 Union dues.

2.05 The parties agree that neither the employees nor the Association shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City, 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 Association dues deduction would normally be made by deducting the proper amount.

**ARTICLE 3**

**WAGES AND HOURS**

3.01 Beginning January 1, 2014, the parties agree to eliminate the Community Service Recognition bonus as well as Haz Mat Operations Certification stipend. In exchange, the parties agree to the restructuring of wages based upon job classification as found in Appendix A.

Effective January 1, 2015 LPA employees will receive a two percent (2%) increase in base wages.

Effective January 1, 2016 LPA employees will receive a two percent (2%) increase in base wages.

3.02 Employees who are assigned to perform the duties of Paramedic Supervisor shall receive the supervisor rate of pay for that assignment for all time worked in that classification. Assignment for Acting Paramedic Supervisor shall be made by the Fire Chief; said selection being one (1) employee from among the three (3) senior employees by shift. An employee working a trade for a Paramedic Supervisor shall not be considered for an acting pay assignment.

3.03 Rates of pay for each year of this Agreement are identified in Appendix A of this Agreement and are reflective of the increases identified in Section 3.01 of this Article.

**ARTICLE 4**

**COMMUNITY SERVICE RECOGNITION**

(Reserved.)

**ARTICLE 5**

**LONGEVITY ALLOWANCE**

5.01 Effective January 1, 2006, all regular, full-time employees of the Division of Fire shall receive a semi-annual longevity allowance, based upon the number of continuous full years of service with the Division of Fire, including interim military service, as determined on the dates of June 15th and December 15<sup>th</sup> in accordance with the following semi-annual schedule: Such payment to be made in the employee's regular paycheck on the first payday following June 15th and December 15th.

5 Years \$250.00	13 Years \$650.00	21 Years \$1,050.00
6 Years \$300.00	14 Years \$700.00	22 Years \$1,100.00

7 Years \$350.00	15 Years \$750.00	23 Years \$1,150.00
8 Years \$400.00	16 Years \$800.00	24 Years \$1,200.00
9 Years \$450.00	17 Years \$850.00	25+ Years \$1,250.00
10 Years \$500.00	18 Years \$900.00	
11 Years \$550.00	19 Years \$950.00	
12 Years \$600.00	20 Years \$1,000.00	

**ARTICLE 6**

**UNIFORM MAINTENANCE**

6.01 The City will supply and replace for every employee of the Division of Fire a helmet, EMS turnout coat, goggles, EMS turnout pants and other personal equipment that may be required. All of the above supplied equipment shall be of an approved design and construction, and every employee shall be expected to maintain and handle this equipment with reasonable care.

6.02 The City will pay to every employee a uniform maintenance of \$1,000.00 on or before March 31st of each year in the employee's regular paycheck. Uniform payments shall be prorated for new hires and terminated/separated employees. At its discretion, the City may implement a policy wherein it provides for the replacement of uniforms as an alternative to the annual maintenance allowance.

6.03 Employees whose uniform items are damaged or stolen in the line of duty shall report such damage or theft to their immediate supervisor. If it is determined by the Fire Chief that the items cannot be reasonably repaired, the replacement or repair of the items will be at no cost to the employee.

**ARTICLE 7**

**CALLBACKS**

7.01 Any employee who is recalled to work for an emergency after leaving their regular shift shall be paid for at least three (3) hours or all time worked, whichever is greater. An emergency call back is defined as an immediate need for personnel to be assigned during an incident. All emergency recalls shall be mandatory. Where particular skills, such as fire prevention, are required, only such personnel are to be called back. Call back credit for emergencies will begin at the time the telephone call is received.

7.02 Scheduled overtime to attend meetings, training classes and other non-emergency functions, by order of the Fire Chief or a designee, or any holdovers from the previously scheduled shift shall be paid at the non-scheduled overtime rate, as identified in Appendix A of this Agreement, for a minimum of one (1) hour or the actual time worked, whichever is greater, and shall be mandatory unless excused for just cause.

7.03 All official court overtime duty ordered by the Director of Public Safety, Director of Law or prosecutor of the City, the Judge or Clerk of the Lakewood Municipal Court or Common Pleas Court, or in response to a subpoena or similar Writ commanding appearance in a criminal or quasi-criminal case arising out of an incident while on duty as an employee of the Division of Fire shall be compensated at the

non-scheduled overtime rate, as identified in Appendix A of this Agreement, for all time worked in excess of their scheduled workweek.

## ARTICLE 8

### WORKWEEK/OVERTIME

8.01 The workweek shall be defined as a seven (7) day period and shall begin at 8:30 a.m. on Sunday of each calendar week and end at 8:30 a.m. on the following Sunday. For purposes of this Agreement, the term "tour" shall be defined as a twenty four (24) hour scheduled period of work. The scheduled workweek shall consist of an average of 50.4 hours each week over the course of the calendar year.

8.02 For purposes of this Article, "regular work hours" shall be defined as the first forty (40) hours of work in a workweek and "scheduled overtime hours" shall be defined as the additional 10.4 hours per week of scheduled work and constituting the remainder of the 50.4 hour average workweek.

8.03 Each employee shall be paid an average weekly salary that will consist of payment for forty (40) regular hours at the regular rate of pay and 10.4 scheduled overtime hours at the rate of one and one-half (1-1/2) times the regular hourly rate of pay. The applicable hourly rates of pay are identified in Appendix A of this Agreement.

8.04 Any non-scheduled hours actually worked in a workweek that are in excess of the scheduled 50.4 hours per week shall be paid at the non-scheduled overtime rate as identified in Appendix A of this Agreement.

8.05 In lieu of paid overtime employees may choose to accumulate unscheduled overtime in the form of Comp time. Comp time will be banked on an hour-for-hour and ½ basis, in accordance with the Fair Labor Standards Act.

If any employee has more than one hundred (100) hours of compensatory time in his or her comp bank as of the last pay of the year all hours over 100 will be paid in their final paycheck of the year at the rate of pay it was earned.

## ARTICLE 9

### EDUCATIONAL CREDIT

9.01 The City shall inform employees of any employment related courses or seminars being conducted, provided that the City shall continue to have the sole discretion on approving employee requests to attend these courses or seminars. The City shall continue to pay the total cost of books and tuition for any employee achieving a grade "C" or better in any accredited and approved employment related courses. If the employee leaves the department within four (4) years of such reimbursement, the employee shall have the full amount of tuition reimbursement deducted from their final payout or make full reimbursement to the City.

9.02 If the department mandates the attendance of an employee to a particular course or seminar, the employee shall be paid at the non-scheduled overtime rate, as identified in Appendix A of this Agreement, for class time and travel time on non-scheduled workdays, plus all expenses (tuition, lodging, meals, mileage, and other related expenses).

9.03 Anyone attending a local seminar will be entitled to travel time from the City of Lakewood to said location. Local is defined as within a fifty (50) mile radius of the City of Lakewood, which includes the City of Akron.

9.04 For purposes of this Article, a week commences on Sunday and ends on Saturday. Employees who are attending a five (5) day seminar, Monday through Friday, will be permitted the calendar day before and the calendar day after as off time. Employees who are attending any other approved, non-local educational course shall receive eight (8) hours off plus travel time the day before. Upon completion of the training, the employee will report to their next regularly scheduled tour of duty.

**ARTICLE 10**

**SENIORITY**

10.01 A current seniority list shall be maintained at all times and shall govern the following:

A. Vacation and holiday selections among the unpromoted ranks will be selected on the basis of seniority of the original appointment date.

B. Seniority shall be broken when an employee quits or resigns, is discharged, is laid off for more than two (2) years, fails to report for work when recalled from layoff within seven (7) days from the date on which the employee receives notice of recall by certified mail. (It is the member's obligation to notify the City of any change of address. The City shall forward notice required by this Section to the last address supplied by the employee.)

10.02 In the event of a reduction in force, the employees with the greatest seniority shall be retained.

10.03 For purposes of this Article, Appendix B sets forth the order of seniority for bargaining unit employees within their respective classifications.

**ARTICLE 11**

**POSTING OF NOTICES**

11.01 Within ten (10) days of an opening at Station 2 or Station 3, or an opening at Station 1 for the promoted ranks, Truck Company 1, and Car 2 driver, which becomes available as a result of resignation, retirement, transfer or detailed reassignment as Assistant Mechanic or Fire Inspector, the City shall post a notice of said vacancy at each Station for ten (10) consecutive days. Stations shall be staffed as follows:

Station 1	Station 2	Station 3
A/C	Capt.	Capt.
FF	FF	FF
Truck Capt.	FF	FF
Unassigned Capt.	FF/EMT	FF/EMT
FF	FF/P/EMT	FF/P
FF	FF/P	FF/P
Mechanic	LPA	FF/P
FF/EMT	LPA	FF/P
FF/P		
FF/P		
LPA		
LPA		

11.02 Members who wish to be considered for the assignment shall file a written request with the Assistant Chief no later than the end of the posting period. All applications timely filed will be reviewed by the Chief and considered for filling the assignment. Department needs, in terms of balancing the experience, abilities and skill of the members within each firefighting company will govern the selection for the assignment. If more than one (1) application fits the department's needs for that assignment, then seniority will determine the selection. The selection will be made within five (5) business days following the posting and the vacancy filled. The posting of notices will end when no member requests to fill said vacancy. In the event a resultant vacancy exists in a company assignment other than Truck Company 1 after the posting period, the City may, at its option, fill said vacancy by reassignment of a Truck Company 1 member or unassigned member without requiring further posting.

11.03 Members who request and are approved for transfer to a different shift must reselect vacation and holiday time from the remaining time available on the new shift, in accordance with department rules and regulations. Members who are transferred by department mandate, without their request, to a different shift may retain vacation and holiday time previously selected or may reselect from the remaining time available on the new shift, in accordance with department rules and regulations.

## ARTICLE 12

### LEAVES OF ABSENCE

#### 12.01 Funeral Leave

A. After a death occurs within the employee's family, the employee shall be granted funeral leave, without loss of pay, benefits, holidays or vacation time, in accordance with the following schedule: (Calendar days off taken must be consecutive and include the day of the funeral.)

1. Spouse, son, daughter, stepchildren, mother, father, stepparents, mother-in-law, father-in-law - 10 days
2. Brother, sister, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandson/daughter, brother or sister-in-law - 3 days

B. Funeral leave may be extended at the discretion of the Chief of Fire, based on individual circumstances. Such extra time will be utilized out of the employee's paid leave accounts, including holiday, compensatory time, sick leave and vacation.

#### 12.02 Emergency Leave

In the case of sudden or serious illness or emergency in the employee's immediate family which renders the employee physically unable to report to work, after exhausting every effort to do so due to extraordinary circumstances, and upon securing approval from the Chief of Fire or the designated representative, the employee may be granted sufficient time off to aid the family and to complete any urgent business concerning the emergency. Upon completion of said emergency, the employee shall immediately return to duty. Final authorization for the absence, and time granted from those accounts, is conditioned upon the employee providing the City with acceptable verification of such absence. In the event an employee is denied emergency leave, said employee shall have the right to appeal that decision directly to the Chief of Fire.

### 12.03 Jury Duty and Court Leave

A. An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury or witness service and will be compensated pursuant to Article 7, Section 7.03, for the work absences necessarily caused by the jury duty or witness duty. To be eligible for such pay, an employee must present verification of the call in injury duty or witness duty.

B. An employee called for jury duty shall be granted a leave of absence for the period of jury service beginning twelve (12) hours prior to the starting time of the notice to report. Upon completion of the jury duty, the employee will report to their next regularly scheduled tour of duty.

### 12.04 Military Leave

An employee shall be granted a leave of absence for military duty in accordance with state and federal law, and municipal ordinances.

### 12.05 Leaves of Absence Without Pay

Leaves of absence without pay or other fringe benefits may be granted in accordance with Civil Service Rules and Regulations.

## **ARTICLE 13**

### **SICK TIME AND PREGNANCY LEAVE POLICY**

13.01 Employees of the Division of Fire who are sick or injured and unable to report for duty shall report said sickness or injury to the Assistant Chief at least one (1) hour prior to the start of the employee's scheduled shift. The Assistant Chief shall in turn notify the Chief of Fire.

13.02 For any absence which qualifies under the Family and Medical Leave Act ("FMLA"), paramedics must use sick time and other paid time off during FMLA leave, except for an injury which qualifies under § 13 .08. The employee must apply for FMLA for any FMLA qualifying event, including injury leaves.

13.03 When an employee reports sick due to a non-work related illness, upon return to work, the employee must report to the Assistant Chief and complete the Certificate of Illness or Injury form that is to be retained at the Division of Fire. If the employee is injured or sick from work more than seven (7) consecutive calendar days, has undergone an operation or told to have one, suffered an injury (including non-work related) which affects or could affect the employee's mobility, physical agility or ability to perform their job duties in any way, or contracted any contagious illness which could be transmitted in close living quarters or in the course of their job duties, the employee must complete a Attending Physician's Statement or attach a statement from their physician to the certificate giving a diagnosis/prognosis, indicating that the employee is able to return to regular or temporary light duties and turn it in to Human Resources prior to returning to duty.

Unless specifically stated otherwise by the proper medical authority, all days off stipulated by the attending physician as a result of injury or illness are construed to be consecutive calendar days. These documents shall be submitted to the Division of Human Resources, prior to the day the employee returns to work. Whenever an employee is absent due to illness or injury, that employee will secure permission from the Chief of the Division of Fire before leaving the area, except to see a physician.

13.04 The City has a right to review the employee's physical and mental status at any time during an employee's absence to determine whether the employee is actually sick or injured, or the employee has the ability to return to work. The City may have the employee examined by a physician, paid by the City, to determine whether the employee is actually sick or injured. If authorized by proper medical authority, the City may call an employee who is injured on the job to perform temporary light duties, providing that work is available and that the employee has the skill and ability to perform the work. Employees who are absent due to a non-duty related sickness or injury may request a temporary light duty assignment. Providing that a temporary light duty assignment is available, as determined by the Chief, and providing the employee possesses the skill, ability and physical stamina to perform the duties required and provides written authorization to perform specific duties from his or her attending physician, the employee may be given consideration for such an assignment. Any employee on light duty who is working forty (40) hours per week will have any holiday time taken off equal to one-half (1/2) of an accrued twenty four (24) hour holiday. In the event an employee is unable to return to assume full duties as a Paramedic for a period in excess of six (6) months, the employee shall be required to submit to Human Resources a diagnosis and prognosis of the employee's condition, stating whether the employee will or will not be able to resume the full duties of Paramedic.

13.05 Should it be determined by proper medical authority that an employee will not be able to return to regular full duties as a Paramedic, the City has the right to require that employee to apply for disability retirement. In the event of a difference of opinion as to the employee's mental or physical status, regarding their ability to perform their regular duties, between the employee's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision shall be final and binding. Fees and expenses of the physician shall be borne equally by the parties. For purposes of this section, an injury is defined as a traumatic damage to the body, of external origin, unexpected and undesigned by the injured person. The aforementioned language is designed to comply with the Americans with Disabilities Act.

13.06 An employee who reports absent from assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of their absence, nor may the employee return to such outside employment until returning to assigned duties or receiving permission from the Assistant Chief. The Chief of the Division of Fire shall take such steps as necessary to prevent the improper taking of sick leave.

#### 13.07 Sick Time

A. One (1) sick leave day, either earned, taken, used or converted, shall be considered to be a twenty four (24) hour period, unless the employee is scheduled to work for a period of less than twenty four (24) hours. In such cases, the sick time shall be equal to the scheduled hours and no employees shall be charged for sick time on days which the employee is not scheduled for duty.

B. All employees shall earn sick time at the rate of 4.6 hours for every eighty (80) hours actually worked, and may accumulate such sick leave to two thousand four hundred (2400) hours.

#### 13.08 Duty Exemption

A. An employee who suffers a service connected injury or illness incurred during the course of or arising out of employment with the City shall receive their regular earnings for a period not to exceed ten (10)

work shifts, subject to the approval of the Fire Chief. The employee will continue to accumulate time during this period.

B. During any such period, the employee shall remain available for and report as directed for any light duty assignment for which the treating physician and the Fire Chief determine to be appropriate for the employee's physical restrictions and the operational requirements of the Division of Fire.

C. The employee may request additional periods not to exceed ten (10) work shifts provided said employee continues to be restricted from regular duty as certified by the treating physician. Additional periods will be subject to the approval of the Fire Chief.

D. In the event that the Bureau of Workers' Compensation (BWC) should disallow an employee's claim for benefits, the employee shall be charged with all time lost from work (not including time spent on a light duty assignment) against the employee's accumulated sick time, provided the employee has sick time available. Should the employee not have a sufficient amount of paid sick time available, the employee may charge accumulated vacation and/or holiday time. Should the employee not have sufficient paid time available to cover either all or part of the time off, up to and including the date the claim is disallowed, then any wages paid to the employee shall be repaid by the employee to the City through payroll deduction.

13.09 In the event an employee becomes or continues to be incapacitated from work by reason of illness or injury after sick time and any other paid time is used up, they may apply for donations of time according to the Sick Time Donation policy.

#### 13.10 Retirement and Death Conversion

A. When an employee retires, resigns or dies from the Division of Fire, either through service or disability, and shall have completed ten (10) years of service in the Division, the employee, or the estate, shall be compensated in cash, based upon the hourly rate for conversion of time to cash at the time of retirement, resignation or death, for one-quarter (1/4) of their unused sick time which they shall have accumulated. However, in no event, shall the accumulated sick time for conversion purposes exceed two thousand four hundred (2400) hours.

#### 13.11 Conversion of Sick Time

A. All employees who have accumulated more than one thousand five hundred (1500) hours of sick time may convert, on a three (3) to one (1) basis, all hours accumulated in the calendar year over one thousand five hundred (1500) into a lump sum cash payment in January of each calendar year, not to exceed a maximum of fifty (50) hours in any calendar year. Any conversion made in accordance with this Article will be made at the hourly rate for conversion of leave to cash.

### ARTICLE 14

#### PERFECT ATTENDANCE

14.01 Except for employees hired on or after January 1, 2010, all full-time employees who complete one-quarter (1/4) of a year with perfect attendance from January 1st to March 31st; April 1st to June 30th; July 1st to September 30th; October 1st to December 31st; take no sick leave time for any reason whatsoever, excluding time off as a direct result of an on-the-job injury, lasting no more than four (4) 24-hour

shifts (consecutive or intermittent), for each separate and distinct injury, shall be entitled to receive a direct cash payment for fifteen (15) hours in the following calendar quarter, according to their hourly rate for conversion of leave to cash not to include any supplemental pay provided by this Agreement.

14.02 All full-time employees covered under this contract who complete one (1) year (January 1st through December 31st) with one (1) or less days absent for any reason whatsoever (excluding time off as a direct result of an on-the-job injury lasting no more than four (4) 24-hour shifts (consecutive or intermittent) for each separate and distinct injury, shall be entitled to one (1) tour off during the following year. Employees retiring on December 31st who would be entitled to one (1) holiday off the next following year, shall be permitted to convert said holiday to cash at their current hourly rate for conversion of leave to cash in effect on December 31st.

## ARTICLE 15

### VACATIONS

#### 15.01 Personnel

A. Employees who have completed one (1) or more years of service as of June 1<sup>st</sup> shall earn vacation time according to the following schedule:

Years of Service	Vacation Tours
14 through 18	12
19+	15

B. A vacation tour is defined as one (1) twenty-four (24) hour scheduled tour of duty.

C. For purposes of determining years of service, as identified in Paragraph A above, effective January 1, 2003, Paramedics shall receive credit for service as a Paramedic with Lakewood Hospital. Said credit for this service shall be determined on the basis of a 1:5 ratio, that is, for every 1.5 full years of service with Lakewood Hospital, the employee shall have one (1) full year of credit for purpose of determining years of service for vacation accrual.

15.02 All vacation time shall be taken in the calendar year following the calendar year in which it is earned, and vacation time shall not be accumulated.

15.03 For all employees, in the event an extraordinary emergency or extraordinary circumstances which, upon approval of the Fire Chief, necessitates the abandonment of vacation or holiday leave, that leave shall be taken later that year if time is available. If it is determined by the City that time is not available, then such time may be carried over to the next calendar year and must be taken in that year. Under no circumstances will the exercise of this provision allow for any conversion of accumulated vacation time in excess of the amounts set forth in this Agreement. Accrued time in the vacation account of each employee shall be paid at the rate of one-fifty second (1/52) of their current salary for each week, twenty-four (24) times their hourly earning rate for each hour, and the appropriate percentage of twenty-four (24) times their current hourly rate for each partial hour, up to a maximum of twenty-five (25) vacation tours (600 hours), at the time of the employee's retirement, termination or resignation, or to their state, in case of the death of the employee.

#### 15.04 Random Selection

A. Following the general selection procedure, as outlined in the current department general orders, all remaining vacation time and individual holiday time will be granted on a first-come, first-served basis if one (1) vacation or holiday selection slot is available.

#### 15.05 Pursuant to Division of Fire rules and regulations governing same:

A. Commencing in November 2014 and continuing each year thereafter, one employee from this bargaining unit shall be permitted to select vacation or holiday time off each day for the next calendar year.

### ARTICLE 16

#### HOLIDAYS

16.01 Employees of the Division of Fire shall be granted eleven (11) holidays to include New Year's Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Martin Luther King Jr. Day, plus one (1) twenty-four (24) hour off-duty period classified as a personal business day, provided the employee works a full year in which the holidays occur. These holidays shall be granted in the form of six (6) twenty-four (24) hour off-duty periods to compensate employees for holidays actually worked. These twenty-four (24) hour off-duty holidays may be divided, upon request, into two (2) twelve (12) hour half holidays. All holiday off-duty periods shall be selected in accordance with the seniority plan.

16.02 The twenty-four (24) hour personal business day may be selected in one (1) twenty-four (24) hour period.

16.03 Employees may forward a written request no later than December 15th of each calendar year to the Chief for payment of up to one hundred forty-four (144) holiday hours in lieu of time off. Payment for said hours shall be made the following January and shall be made at their hourly rate for conversion of leave to cash, not to include any supplemental pay provided by this Agreement.

16.04 Employees scheduled to work the actual holiday, excluding the employee's personal business day, shall receive a premium pay of one and one-half (1-1/2) their hourly rate for conversion of leave to cash for all hours worked. Employees who work four (4) or more consecutive hours in an acting capacity pay assignment shall receive premium at the acting rate of pay. Meal time shall not be deducted.

16.05 Employees must take or convert holiday time during the year in which it is earned and holidays shall not be accumulated.

16.06 Employees required to work overtime on New Year's Day, Easter, Thanksgiving and Christmas shall be paid at the rate of two (2) times their hourly rate for conversion of leave to cash.

### ARTICLE 17

#### MEDICAL COVERAGE AND INSURANCE

17.01 The City agrees to provide for full-time employees and their dependents a choice of health care plans, provided the City may change either carriers or delivery systems if the benefits and provider networks are comparable to the present plan. The City shall not offer less than two (2) plans: a PPO and

HMO selected by the City. The City shall not be required to pay any premium to an HMO in excess of the annual monthly costs for the PPO.

The City has the option to discontinue the 100% plans at any time. If the City continues to offer the 100% plans it retains discretion to set the employee premium contributions for those plans.

17.02 Effective January 1, 2014, employees shall pay the following monthly amount towards the costs of the plan premium or expected costs of such medical or prescription drug plan on a pretax basis.

Coverage under the 90/10 Plan, monthly employee premium contributions shall be ten percent (10%) for family coverage and thirteen percent (13%) for single coverage, based on COBRA rates (medical and prescription drug), with a cap of \$125.00 per month for family and \$75.00 per month for single.

Effective January 1, 2015, for employees electing coverage under the 90/10 Plan, monthly employee premium contributions shall be ten percent (10%) for family coverage and thirteen percent (13%) for single coverage, based on COBRA rates (medical and prescription drug), with a cap of \$167.00 per month for family and \$100.00 per month for single.

Effective January 1, 2016, for employees electing coverage under the 90/10 Plan, monthly employee premium contributions shall be ten percent (10%) for family coverage and thirteen percent (13%) for single coverage, based on COBRA rates (medical and prescription drug), with a cap of \$180.00 per month for family and \$125.00 per month for single.

Premium contributions are based on the City's COBRA rates (including prescription drug premium cost), which are set annually.

The "100%" and the "90/10" Summary of Benefits and Coverage for 2014, including prescription drug coverage, as well as a chart of approved plan design changes to be put into effect during the life of this contract are attached hereto as Appendix C.

#### 17.03 Life Insurance

The City shall provide a policy of life insurance in the amount of \$25,000.00 to every employee of the Division of Fire who shall have the right to convert said policy at the rates established by the insurance carrier upon the employee's termination. The insurance shall be written by a recognized insurance carrier and all premium costs shall be borne by the City.

#### 17.04 Liability Insurance

Subject to the limits of the policy, whenever an employee is on duty, insurance coverage shall be provided when said employee of the Division of Fire is operating any vehicle in the performance of assigned duties to protect the employee fully against any and all claims arising out of the authorized operation of said vehicle. This insurance must cover all claims for property damage and personal injury, and shall be the sole responsibility of the City to provide and maintain. Additionally, the City will provide full legal defense to any employee in any legal action arising out of the authorized operation of said vehicle.

#### 17.05 Accidental Death and Dismemberment Policy

The City shall provide an Accidental Death and Dismemberment (AD&D) Insurance Policy for all bargaining unit employees in the amount of \$125,000.00.

**ARTICLE 18**

**DISCRIMINATION**

18.01 Both the City and the LPA recognize their respective responsibilities under the Federal and State Civil Rights Law, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both the City and the LPA hereby affirm their commitments, legal and moral, not to discriminate, in any manner, relating to employment on the basis of race, color, creed, national origin, sex, age, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry. The LPA shall share equally, with the City, the responsibility for applying this provision of the Agreement.

**ARTICLE 19**

**DISCIPLINE**

19.01 In all cases where written and formal charges have been placed against employees which could result in reprimand, loss of off-duty time, suspension, fine or punishment of any kind, the employee shall receive from the Chief of Fire copies of the exact charges filed. In the case of company discipline, an employee may request their immediate supervisor to furnish written and formal charges. To the extent practical, a hearing shall be held no less than seven (7) days and not later than fourteen (14) days after the issuance of the charge.

19.02 At the request of the employee, the Association may provide appropriate defense for the employee during any hearing of said charges.

19.03 An employee against whom disciplinary charges have been placed shall, at their option, be allowed to call witnesses to testify at the hearing. The Chief of Fire will give their testimony full consideration when arriving at the findings.

19.04 The Chief of Fire shall issue a decision on the findings within five (5) days of the hearing and will supply copies of the decision to the employee against whom the charges were placed and to the Association.

19.05 All findings resulting from disciplinary charges shall be appealable under the grievance procedure (Article 20), beginning with Step III of said procedures.

19.06 The time limits set forth in this Article may be modified by mutual, written agreement of the City and the Association.

**ARTICLE 20**

**GRIEVANCE PROCEDURE**

20.01 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 Association which tend to impair or weaken the grievance procedure are improper.

20.02 A grievance is a dispute or difference between the City and the Association, or between the City and an employee, concerning the interpretation, and/or application of, and/or compliance with any provision of the Agreement, including all disciplinary actions; and when any such grievances arise, the following procedure shall be observed.

Step I. An employee who has a grievance shall reduce it to writing, sign and submit it to the Chief of Fire. Within seven (7) days of receiving the grievance, the Chief of Fire shall meet with the grievant and Association representatives in an attempt to adjust the grievance. Within seven (7) days after the Step I meeting, the Chief of Fire will supply a written answer to the grievant and to the Association.

Step II. If the employee's grievance is not satisfactorily settled at Step I, the Association may appeal the grievance to the Mayor within seven (7) days after the receipt of the Step I answer. After receipt of the appeal, the Mayor, or a designated representative, and Association representatives shall meet to consider the grievance at a time mutually convenient to all parties, but in no event shall such a meeting commence later than fourteen (14) days after the appeal of the Step I response. The grievant or grievants may or may not be present at this meeting. Within seven (7) days of the Step II meeting, the Mayor, or a designated representative, shall furnish the Association a decision in writing.

Step III. If the grievance is not satisfactorily settled at Step II, the Association may, within thirty (30) calendar days after receipt of the Step II answer, submit the matter to arbitration. The Association shall notify the American Arbitration Association and the City simultaneously of its intent to appeal the grievance to arbitration. Upon written notice of the Association's intent to arbitrate a grievance, the American Arbitration Association shall submit a panel of seven (7) arbitrators to each party, and the arbitrators will be chosen in accordance with the Association's then applicable rules and regulations. The fees and expenses of the arbitrators shall be borne equally by the parties. Arbitration hearing shall be held in the City of Lakewood, on City property.

20.03 The Association may select up to two (2) employees to attend the hearing (including officers and witnesses) who shall not lose any regular straight time pay for the time off the job while attending any arbitration proceeding.

20.04 In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances and, in reaching a decision, the arbitrator shall have no authority to add to or subtract from or modify, in any way, the provisions of this Agreement.

20.05 The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the City and the Association, and/or between the City and employee(s).

All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Association and the City shall be final, conclusive and binding on the City, the Association and the members. A grievance may be withdrawn by the Association at any time during Step I, II, or III of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they related to that grievance or any other grievance.

20.06 Time limits set forth in a grievance procedure shall, unless extended by mutual written agreement of the City and the Association, be binding on both parties. In the event the Union fails to file initially or

appeal a grievance to the next step within the time limits provided, such grievance shall be deemed null and void. In the event the City fails to answer the grievance within the time limits provided, the grievance shall automatically be moved to the next step. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays or holidays. It is understood that there shall be written acknowledgement noting the time and date the Association and the City have received the grievance in each respective step during the grievance procedure. All withdrawals of grievances by the Association shall be in writing with a copy being sent to the Chief, Division of Fire, and the Director of Human Resources.

## **ARTICLE 21**

### **MANAGEMENT RIGHTS**

21.01 Except as specified otherwise in this Agreement, the City has the right and responsibility to: Determine matters of inherent managerial rights, which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the City, standards or services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of the City's operations, including the right to reorganize, discontinue, or enlarge any work; manage the operations and determine the overall methods, process, means or personnel by which the City's operations are to be conducted; suspend, discipline, or discharge for just cause, or layoff, transfer (including the assignment and allocation of work) within the division; assign, schedule, promote or retain employees; determine the adequacy of and direct the work force; determine the overall mission of the City as a unit of government; effectively manage and direct the work force and actions to carry out the mission of the City as a governmental unit; control the premises and facilities and determine the number and location of facilities; promulgate and enforce reasonable employment rules and regulations; introduce new and/or improved equipment, methods and/or facilities; determine the size, duties and work methods of the work force; determine the number of shifts required to work schedules; establish, modify, consolidate or abolish jobs (or classifications); determine the manner in which the work is to be processed; and determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

21.02 The City, at its discretion, may assign work that may normally be performed by firefighters to bargaining unit employees, provided the employee has been trained and is capable of performing the assignment.

21.03 The foregoing are subject to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

## **ARTICLE 22**

### **NO STRIKE/NO LOCKOUT**

22.01 The Association shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist, in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walkout, concerted "sick" leave, work stoppage, unlawful picketing, or interference of any kind at any operation or operations of the City.

22.02 Any employee(s) who violates Section I of this Article shall be subject to discharge or other disciplinary action at the complete discretion of the City, subject to appeal to the Civil Service Commission and the courts of law or the grievance procedure.

22.03 The City shall not lock out any employee for the duration of this Agreement.

### ARTICLE 23

#### UNION RIGHTS

23.01 The City agrees that during working hours, on City owned premises, and without loss of time or compensation, Association officers, or their designated representatives, shall be permitted to:

A. Post Association notices.

B. Transmit communications, authorized by the Association or its officers, to the City or its representatives in the Division of Fire.

23.02 Meetings held for the purposes of negotiating agreements, or for the processing of grievances, will be scheduled at a time mutually convenient to all parties. Association officers, or their designated representatives, shall be permitted to attend these meetings and will not suffer any loss of time or compensation if these meetings occur during working hours. Association officers required to attend other official hearings or meetings by the City, on City premises, will not suffer any loss of time or compensation if the hearing or meeting occurs during working hours.

23.03 The Association may conduct Union meetings on a quarterly basis, on City property, provided the meetings shall be scheduled and conducted so as not to interfere with the effective operation of the division.

23.04 A Labor/Management Committee consisting of the Mayor, or a designated representative, and the Chief of Fire, or a designated representative, and the President of the Association, plus one (1) member of each shift, shall be established, and this committee shall meet every three (3) months for the purpose of discussing and attempting to resolve any work related problems.

### ARTICLE 24

#### PROTECTION OF PERSONAL PROPERTY

24.01 Each employee shall be assigned their own personal lockers. These lockers shall be the sole personal responsibility, and no other person shall be permitted access to such lockers, except upon written authority of the employee to whom the locker is assigned. The Chief of Fire shall have the right to order an employee to open their locker for inspection in the Chief's presence.

An employee required to perform their duties in stations other than their regularly assigned station will be provided with lockers for the protection of their personal property.

### ARTICLE 25

#### SEVERABILITY

25.01 If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any final court action or by reason of any existing, amended or subsequently enacted

legislation, the remaining parts or portion of the Agreement shall remain in full force and effect, and shall be otherwise affected by any of the above-named actions.

## ARTICLE 26

### PREVAILING RIGHTS

26.01 All rights and working conditions enjoyed by the employees at the present time, such as firehouse supplies (soap, toilet paper, light bulbs, etc.), firehouse tools (lawn mowers, tools for minor repairs), firehouse linens, firehouse utilities (heat, light, water) and other similar benefits of the job, which are not included in this Agreement, shall remain in full force.

26.02 For the term of this Agreement, the City shall not diminish the benefits enumerated above.

26.03 An employee of the Division of Fire shall have the opportunity to examine their own individual personnel file once every six (6) months. In order for an employee to have access to their personnel file, the employee must give the Human Resources Director one (1) day notice of their request, and the actual examination must be in the presence of the Human Resources Director, or designee, Monday through Friday, during normal working hours.

26.04 Meal Hours

A. Employees of the Division who are on duty New Year's Day, Easter Sunday, Thanksgiving Day and Christmas Day shall be guaranteed two (2) hours off for meal hours. This meal bonus shall be eliminated effective January 1, 2011 per the conditions outlined in Section IS.OS-B.

26.05 Trading Time

A. An employee may trade time if the change does not interfere with the operation of the Division of Fire. Trading of four (4) hours or less must have the approval of the employee's immediate supervisor. All other trades must have the approval of the Assistant Chief. All trades are limited to employees within the bargaining unit.

## ARTICLE 27

### AGREEMENT SUPERSEDES

27.01 Any City ordinance, Division of Fire rules, regulations, general and special orders, Civil Service regulations and verbal orders that directly conflict with express terms of this Agreement shall be superseded by this Agreement.

## ARTICLE 28

### OBLIGATION TO NEGOTIATE

28.01 The City and the Association 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.

28.02 Therefore, for the life of this Agreement, the City and the Association each voluntarily and unqualifiedly waive the rights, 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.

## **ARTICLE 29**

### **SAFETY COMMITTEE**

29.01 There shall be one joint Safety Committee in the City of Lakewood, Division of Fire, composed of two (2) members selected by Local 382, and one (1) member selected by LPA and two (2) members selected by the Fire Chief. At least one member of the Safety Committee shall be an officer. Minutes of meetings shall be maintained by the Committee and forwarded to the Fire Chief

29.02 The Safety Committee shall meet quarterly, or more or less often by mutual consent, and such meetings shall be scheduled at the time established by the Chief of the Division of Fire, or designee, who shall preside at all meetings.

29.03 The purpose of these meetings will be to discuss problems and objectives of mutual concern, concerning safety and health conditions of the Division of Fire.

## **ARTICLE 30**

### **UNION LEAVES**

30.01 The president, or designee, shall be permitted to attend at least one (1) conference per year without loss of compensation.

## **ARTICLE 31**

### **NOTIFICATION CONCERNING OTHER EMPLOYERS**

31.01 All employees shall provide the Fire Chief with the names, addresses and telephone numbers of all off-duty employers.

ARTICLE 32

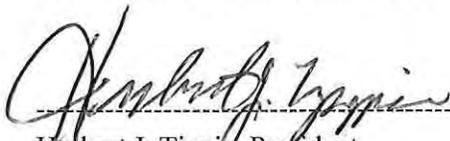
DURATION OF AGREEMENT

32.01 This Agreement shall be effective as of the date of ratification January 1, 2014, and shall remain in full force and effect until the 31st day of December, 2016. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, on or before September 15th, before the anniversary date, that it desires to terminate, modify or amend the Agreement, and negotiations shall then commence no later than October 15th.

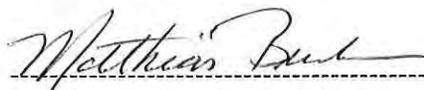
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the 27<sup>th</sup> day of December 2013.

LAKESWOOD PARAMEDIC ASSOCIATION

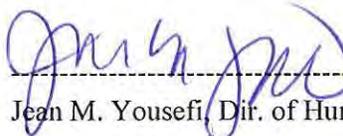
CITY OF LAKESWOOD

  
-----  
Herbert J. Tippie, President

  
-----  
Michael Summers, Mayor

  
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Matthias Burke, Comm. Member

  
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Kevin Butler, Law Director

  
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Jean M. Yousefi, Dir. of Human Resources

  
-----  
Scott Gilman, Fire Chief

APPENDIX A

2014						
CLASSIFICATION	Average Annual Salary	Regular Hourly Rate	Regular Annual Rate	Scheduled Overtime Hourly Rate	Scheduled OT Annual Rate	Non-Scheduled Overtime Hourly Rate
Paramedic Supervisor	\$70,544.00	\$24.42	\$50,791.68	\$36.52	\$19,752.32	\$50.87
Paramedic	\$57,824.00	\$20.02	\$41,633.28	\$29.94	\$16,190.72	\$41.70
2015						
Paramedic Supervisor	\$71,954.88	\$24.91	\$51,807.51	\$37.25	\$20,147.37	\$51.89
Paramedic	\$58,980.48	\$20.42	\$42,465.95	\$30.54	\$16,514.53	\$42.53
2016						
Paramedic Supervisor	\$73,393.98	\$25.41	\$52,843.66	\$38.00	\$20,550.31	\$52.93
Paramedic	\$60,160.09	\$20.82	\$43,315.26	\$31.15	\$16,844.83	\$43.38

APPENDIX B

**BARGAINING UNIT SENIORITY ROSTER**

Paramedic:

McDonald

Flynn

Sidell

Tippie

Davey

Rufo

Russell

McKay

Mitzel

Paramedic Supervisor:

Burke

Mackin

Monahan

APPENDIX C

Medical Mutual of Ohio 100% Plan

City of Lakewood : Plan 1

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

Coverage Period: 01/01/2014 - 12/31/2014

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](http://MedMutual.com/SBC) or by calling 800.540.2583.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$150/single, \$300/family Network \$150/single, \$300/family Non-Network Doesn't apply to coinsurance, copays and network preventive care	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> 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 <u>deductible</u> .
Are there other deductibles for specific services?	No	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes, \$1,500/single, \$3,000/family Network \$1,500/single, \$3,000/family Non-Network	The <u>out-of-pocket limit</u> 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 <u>not included</u> in the <u>out-of-pocket limit</u> ?	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 <u>out-of-pocket limit</u> .
Is there an overall <u>annual limit</u> on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800.540.2583 for list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , 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 <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> 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 on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 800.540.2583 or visit us at [MedMutual.com/SBC](http://MedMutual.com/SBC).  
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [MedMutual.com/SBC](http://MedMutual.com/SBC) or call 800.540.2583 to request a copy.

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**City of Lakewood : Plan 1**

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

Coverage Period: 01/01/2014 - 12/31/2014

Coverage for: Single or Family | Plan Type: PPO



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** 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 **coinsurance** 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, copayments** and **coinsurance** 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
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	No charge after deductible	30% coinsurance	----none----
	Specialist visit	No charge after deductible	30% coinsurance	----none----
	Other practitioner office visit (Chiropractic)	No charge after deductible	30% coinsurance	----none----
	Other practitioner office visit (Acupuncture)	Not Covered		Excluded Service
	Preventive care/ screening/ immunization	No charge	Not Covered	----none----
<b>If you have a test</b>	Diagnostic test (x-ray)	No charge after deductible	30% coinsurance	----none----
	Diagnostic test (blood work)	No charge after deductible	30% coinsurance	----none----
	Imaging (CT/PET scans, MRIs)	No charge after deductible	30% coinsurance	----none----
<b>If you need drugs to treat your illness or condition</b>	Prescription Drug Coverage	Not Covered by Medical Carrier	Not Covered	Excluded Service
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	No charge after deductible	30% coinsurance	----none----
	Physician/surgeon fees (Outpatient)	No charge after deductible	30% coinsurance	----none----

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

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**City of Lakewood : Plan 1**

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

Coverage Period: 01/01/2014 - 12/31/2014

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 immediate medical attention	Emergency room services	No charge after deductible		-----none-----
	Emergency medical transportation	No charge after deductible	30% coinsurance	-----none-----
	Urgent care	No charge after deductible	30% coinsurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge after deductible	30% coinsurance	-----none-----
	Physician/ surgeon fee (inpatient)	No charge after deductible	30% coinsurance	-----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 use disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance use disorder outpatient services (drug use)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance use disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits		-----none-----
If you are pregnant	Prenatal and postnatal care	No charge after deductible	30% coinsurance	-----none-----
	Delivery and all inpatient services	No charge after deductible	30% coinsurance	-----none-----
If you need help recovering or have other special health needs	Home health care	No charge after deductible		-----none-----
	Rehabilitation services (Physical Therapy)	No charge after deductible	30% coinsurance	-----none-----
	Habilitation services (Occupational Therapy)	No charge after deductible	30% coinsurance	-----none-----
	Habilitation services (Speech Therapy)	No charge after deductible	30% coinsurance	-----none-----
	Skilled nursing care	20% coinsurance		-----none-----
	Durable medical equipment	20% coinsurance		-----none-----
	Hospice service	No charge after deductible		-----none-----

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

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**City of Lakewood : Plan 1**

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

Coverage Period: 01/01/2014 - 12/31/2014

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 your child needs dental or eye care	Eye exam (Child)	No charge	30% coinsurance	-----none-----
	Glasses		Not Covered	Excluded Service
	Dental check-up (Child)		Not Covered	Excluded Service

## City of Lakewood : Plan 1

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

Coverage Period: 01/01/2014 - 12/31/2014

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
- Cosmetic Surgery
- Dental check-up (Child)
- Dental Care (Adult)
- Glasses
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care
- 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](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 877.267.2323 X61565 or [www.cms.gov](http://www.cms.gov).

Questions: Call 800.540.2583 or visit us at [MedMutual.com/SBC](http://MedMutual.com/SBC).

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EEH1331050335294-00023

## City of Lakewood : Plan 1

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

Coverage Period: 01/01/2014 - 12/31/2014

Coverage for: Single or Family | Plan Type: PPO

### 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](http://www.dol.gov/ebsa/healthreform).

### Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

### Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

# Medical Mutual of Ohio 90/10 Plan

**CITY OF LAKEWOOD : Plan 2 – MMO LO Plan**  
 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](http://MedMutual.com/SBC) or by calling 800.232.7400.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$300/single, \$600/family Network \$300/single, \$600/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, \$1700/single, \$3400/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?	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 <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> 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](http://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](http://MedMutual.com/SBC) or call 800.232.7400 to request a copy.

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 5/20/2015  
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**City of Lakewood : Plan 2**

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

Coverage Period: 01/01/2014 - 12/31/2014

Coverage for: Single or Family | Plan Type: PPO



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** 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 **coinsurance** 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, copayments and coinsurance** 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% coinsurance	30% coinsurance	-----none-----
	Specialist visit	10% coinsurance	30% coinsurance	-----none-----
	Other practitioner office visit (Chiropractic)	10% coinsurance	30% coinsurance	-----none-----
	Other practitioner office visit (Acupuncture)	Not Covered		Excluded Service
	Preventive care/ screening/ immunization	No charge	Not Covered	-----none-----
If you have a test	Diagnostic test (x-ray)	10% coinsurance	30% coinsurance	-----none-----
	Diagnostic test (blood work)	10% coinsurance	30% coinsurance	-----none-----
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	-----none-----
If you need drugs to treat your illness or condition	Prescription Drug Coverage	Not Covered by Medical Carrier	Not Covered	Excluded Service
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	-----none-----
	Physician/surgeon fees (Outpatient)	10% coinsurance	30% coinsurance	-----none-----

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**City of Lakewood : Plan 2**

Coverage Period: 01/01/2014 - 12/31/2014

**Summary of Benefits and Coverage: What This Plan Covers & What it Costs**

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	
<b>If you need immediate medical attention</b>	Emergency room services	No charge after deductible		---none---	
	Emergency medical transportation	10% coinsurance	30% coinsurance	---none---	
	Urgent care	10% coinsurance	30% coinsurance	---none---	
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	---none---	
	Physician/ surgeon fee (inpatient)	10% coinsurance	30% coinsurance	---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---	
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Substance use disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		---none---	
	Substance use disorder outpatient services (drug use)	Benefits paid based on corresponding medical benefits		---none---	
	Substance use disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		---none---	
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits		---none---	
	<b>If you are pregnant</b>	Prenatal and postnatal care	10% coinsurance	30% coinsurance	---none---
		Delivery and all inpatient services	10% coinsurance	30% coinsurance	---none---
<b>If you need help recovering or have other special health needs</b>	Home health care	10% coinsurance		---none---	
	Rehabilitation services (Physical Therapy)	10% coinsurance	30% coinsurance	---none---	
	Habilitation services (Occupational Therapy)	10% coinsurance	30% coinsurance	---none---	
	Habilitation services (Speech Therapy)	10% coinsurance	30% coinsurance	---none---	
	Skilled nursing care	20% coinsurance		---none---	
	Durable medical equipment	20% coinsurance		---none---	
	Hospice service	10% coinsurance		---none---	

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BEH13310E3993013-00025

**City of Lakewood : Plan 2**

Coverage Period: 01/01/2014 - 12/31/2014

**Summary of Benefits and Coverage: What This Plan Covers & What it Costs**

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
<b>If your child needs dental or eye care</b>	Eye exam (Child)	No charge	30% coinsurance	---none---
	Glasses		Not Covered	Excluded Service
	Dental check-up (Child)		Not Covered	Excluded Service

**Excluded Services & Other Covered Services:**

<b>Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other <u>excluded services</u>.)</b>		
<ul style="list-style-type: none"><li>• Acupuncture</li><li>• Cosmetic Surgery</li><li>• Dental check-up (Child)</li><li>• Dental Care (Adult)</li><li>• Glasses</li></ul>	<ul style="list-style-type: none"><li>• Hearing Aids</li><li>• Infertility Treatment</li><li>• Long-Term Care</li><li>• Non-emergency care when traveling outside the U.S.</li></ul>	<ul style="list-style-type: none"><li>• Routine Eye Care (Adult)</li><li>• Routine Foot Care</li><li>• Weight Loss Programs</li></ul>

<b>Other Covered Services (This isn't a complete list. Check your policy or plan document for other <u>covered services</u> and your costs for these services.)</b>		
<ul style="list-style-type: none"><li>• Bariatric Surgery</li></ul>	<ul style="list-style-type: none"><li>• Chiropractic Care</li></ul>	<ul style="list-style-type: none"><li>• Private-Duty Nursing</li></ul>

**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](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 877.267.2323 X61585 or [www.cco.cms.gov](http://www.cco.cms.gov).

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The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

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**CATAMARAN Rx: Non-AFSCME Pharmacy Coverage**  
 2014 -12-31-2014

Coverage Period 1-1-

Summary of Benefits and Coverage: What this Plan Covers & What it Costs Coverage for: **PLAN A = MMO Hi 100% Plan**  
**PLAN B = MMO Lo 90/10 Plan**

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition. More information about prescription drug coverage is available at <a href="http://www.catamaranrx.com">www.catamaranrx.com</a>	Generic drugs	Plan B: \$10 – Retail/ \$25 – Mail Plan A: \$5 – Retail/ \$12.50 – Mail	Same as In-Network	Plan B: Retail – 34 day supply Mail – 90 day supply Plan A: Retail – 34 day supply Mail – 90 day supply
	Preferred brand drugs	Plan B: \$20 – Retail/\$50 – Mail Plan A: \$10 – Retail/\$25 – Mail	Same as In-Network	Plan B: Retail – 34 day supply Mail – 90 day supply Plan A: Retail – 34 day supply Mail – 90 day supply
	Non-preferred brand drugs	Plan B: \$35 – Retail/ \$87.50 – Mail Plan A: N/A	Same as In-Network	Plan B: Retail – 34 day supply Mail – 90 day supply Plan A: Retail – 34 day supply Mail – 90 day supply
	Specialty drugs	Same as Retail	Same as In-Network	Specialty medications must be filled through Specialty pharmacy with the same day supply as retail (34 days)

**SUMMARY OF PLAN DESIGN CHANGES**

Year	Plan	Percent of employee premium contribution	Employee premium contribution not-to-exceed amount	Plan design change
2014	MMO 90/10 single	13%	\$75	Deductible stays at \$300; out-of-pocket maximum decreases to \$1,700
	MMO 90/10 family	10%	\$125	Deductible stays at \$600; out-of-pocket maximum decreases to \$3,400
2015	MMO 90/10 single	13%	\$100	Deductible increases to \$500; out-of-pocket max increases to \$1,800
	MMO 90/10 family	10%	\$167	Deductible increases to \$1,000; out-of-pocket max increases to \$3,600
2016	MMO 90/10 single	13%	\$125	Deductible stays at \$500; out-of-pocket max increases to \$2,000
	MMO 90/10 family	10%	\$180	Deductible stays at \$1,000; out-of-pocket max increases to \$4,000

APPENDIX D

LETTER OF UNDERSTANDING

(Reserved.)

For purposes of providing payment under Article 13 (Sick and Pregnancy Leave), Sections 9 and 10, Article 14 (Perfect Attendance), and Article 16 (Holidays), Sections 3 and 4, it is understood that hourly rate of pay shall be calculated as follows:

Annual Rate (as in Appendix A) divided by 2620.8 hours = hourly rate for conversion of leave to cash.

Signed by:

Herbert J. Tippie

Michael J. Monahan

Matthais F. Burke

Lawrence E. Mroz

Kevin W. Reynolds

9-17-02

APPENDIX E

**LETTER OF UNDERSTANDING**

Employees assigned to perform the duties of Paramedic Supervisor, in accordance with Article 3 (Wages and Hours), Section 2, shall be paid for such time worked as follows:

Paramedic Supervisor Average Annual Salary divided by 2080 = Hourly Average Rate

Paramedic Average Annual Salary divided by 2080 = Hourly Average Rate

Difference = Acting Pay Supplement

Signed by:

Herbert J. Tippie

Michael J. Monahan

Matthais F. Burke

Lawrence E. Mroz

Kevin W. Reynolds

9-17-02

**MEMORANDUM OF UNDERSTANDING:**

**LABOR/MANAGEMENT CONFERENCE RESOLUTION**

As a result of the various fact-finding determination and related issue resolution in the recently concluded contract negotiations between the City of Lakewood and the two unions that represent employees in the Division of Fire, questions arose concerning the definite character of the prohibition against “trading time” between members of the two different collective bargaining units, members of International Association of Firefighters and members of the Lakewood Paramedics Association.

The City of Lakewood has proposed this memorandum of understanding to clarify its understanding of the issues:

- 1) “Trading time” between members of the two different units, i.e. between Firefighter member and Paramedic member, or vice-versa, is prohibited;
- 2) “Professional courtesy” time concerns staying over or coming early to accommodate service to the public and to alleviate problems at shift change, and it is not considered by the City of Lakewood or its employee Unions to be “trading time.”
- 3) Professional courtesy is not presumed to extend longer than ninety (90) minutes, since most shift change situations and accommodations for difficulties can be accomplished in less than ninety (90) minutes;
- 4) Professional courtesy, as defined as defined in subparagraph 2) above, is expressly to be allowed between members of the two different collective bargaining units, ie. A Firefighter member may extend or receive “professional courtesy” to or from a Paramedic unit member, and Vice Versa.
- 5) It remains the obligation of every employee of the Division of Fire, for the good order of the force, to take reasonable steps to assist in maintaining adequate staff manning, and to prevent the foregoing authorized “professional courtesy” from lapsing into prohibited “trading time” between members of the different units. Full communication to supervising officers is an essential element of that obligation.

The City of Lakewood and its undersigned authorized union representatives remain committed to resolving amicably issues of this character in all ways possible and reasonable for the good order of the force and the continued high quality service to the citizens of the City of Lakewood.

APPROVED:

Signed by Lawrence Mroz, Chief; David Dargay, IAFF President; Herbert Tippie, LPA President

4-12-06

## APPENDIX G

(Reserved.)

### ~~15.04 Random Selection~~

~~A. Following the general selection procedure, as outlined in the current department general orders, all remaining vacation time and individual holiday time will be granted on a first come, first-served basis, if one (1) or more of the vacation or holiday selection slots are available.~~

~~B. Due to the granting of meal bonus on certain holidays, such as Easter, Thanksgiving, Christmas Day and New Year's Day, no full holiday time off shall be given on these days due to the manpower shortage it would create. Half holiday time may be granted on these days after meal hours are completed if sufficient manpower is available, based upon minimum manning requirements.~~

~~15.05 For purposes of this section, the term "employee" shall be defined to include members of the bargaining unit and the Fire Fighter bargaining unit.~~

~~Three (3) employees shall be permitted to select vacations or holiday time off each day pursuant to Division of Fire rules and regulations governing same.~~

APPENDIX H

LETTER OF UNDERSTANDING

The City, and the Lakewood Paramedic Association, agree to the following change to the MOU on staffing levels.

The City shall adjust the CAD system to change Zone 23 (area south of Madison from Halstead east W 117th to be covered by Squad 1. Further Squad 2 will be the primary Squad for all BLS runs at 14300, 14306 and 14312 Detroit Avenue. Squad 2 will also cover Zone 28 the area west of Woodward Avenue and south Madison Avenue.

In the event that there are only two (2) LPA members on duty both LPA members shall be assigned to Squad 1.

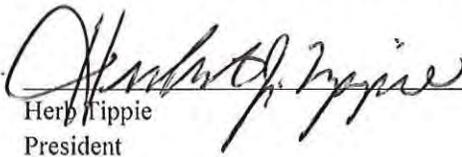
In the event that an LPA member assigned to Squad 1 is on extended scheduled time off a member of LPA that is assigned to Squad 2 shall be detailed to Squad 1 for those shifts.

Changes in staffing that occur after the start of shift will not require realignment of staffing.

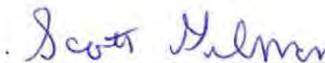
Staffing Distribution  
Number of Personnel

TRUCK 1	<u>4</u>	<u>5</u>	<u>4</u>	<u>5</u>	<u>4</u>	<u>5</u>	<u>4</u>
SQUAD 4	2	0	0	2	2	0	0
CAR 2	2	2	2	2	2	2	2
SQUAD 1	<u>2</u>	2	2	2	2	2	2
ENG 4	<u>4</u>	4	4	0	0	0	0
ENG 2	4	4	4	4	4	4	4
SQUAD 2	2	2	2	2	2	2	2
ENG 3	<u>4</u>	<u>4</u>	4	4	4	4	4
SQUAD 3	2	2	2	2	2	2	2
<b>TOTAL</b>	<b>26</b>	<b>25</b>	<b>24</b>	<b>23</b>	<b>22</b>	<b>21</b>	<b>20</b>

LAKWOOD PARAMEDIC ASSOCIATION

  
Herb Tippie  
President

CITY OF LAKEWOOD

  
Scott Gilman  
Fire Chief

  
Kevin Butler  
Law Director

DATE: 12/27/2013

APPENDIX I

**ME-TOO SIDE LETTER**

The City agrees that if in its negotiation of the 2014-2016 contracts, it negotiates with another union a higher base wage increase (Art, 3, §3,01) or a more favorable health insurance plan-design or lower premium contributions, these modifications will be applied to this bargaining unit, Arbitration decisions shall not trigger this me-too obligation.



\_\_\_\_\_  
Kevin Butler, Law Director

12/27/13

\_\_\_\_\_  
Date