



**AGREEMENT**

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02/14/2014

**BETWEEN**

**THE CITY OF LAKEWOOD**

**AND**

**WESTERN CUYAHOGA LODGE NO. 25**

**FRATERNAL ORDER OF POLICE**

**LAKEWOOD DIVISION**

**JANUARY 1, 2014 – DECEMBER 31, 2016**

**TABLE OF CONTENTS**

AGREEMENT .....	1
ARTICLE 1 RECOGNITION .....	1
ARTICLE 2 NON-DISCRIMINATION .....	1
ARTICLE 3 CHECK-OFF .....	1
ARTICLE 4 MANAGEMENT RIGHTS .....	2
ARTICLE 5 NO STRIKE/NO LOCK-OUT .....	2
ARTICLE 6 WORKWEEK/SCHEDULED HOURS .....	3
ARTICLE 7 OVERTIME .....	4
ARTICLE 8 SENIORITY .....	6
ARTICLE 9 WAGES .....	8
ARTICLE 10 DIFFERENTIAL .....	8
ARTICLE 11 ASSIGNMENTS .....	9
ARTICLE 12 LONGEVITY PAY .....	10
ARTICLE 13 HOLIDAYS .....	10
ARTICLE 14 VACATIONS .....	11
ARTICLE 15 SPECIAL LEAVES .....	13
ARTICLE 16 HEALTH INSURANCE .....	14
ARTICLE 17 LIABILITY INSURANCE .....	14
ARTICLE 18 LIFE INSURANCE .....	15
ARTICLE 19 CLOTHING MAINTENANCE .....	15
ARTICLE 20 INVESTIGATIONS .....	16
ARTICLE 21 PERSONNEL FILES .....	16

ARTICLE 22	FOP MEETINGS .....	17
ARTICLE 23	GRIEVANCE PROCEDURE.....	17
ARTICLE 24	TRAINING .....	20
ARTICLE 25	BULLETIN BOARDS.....	21
ARTICLE 26	EVALUATIONS .....	21
ARTICLE 27	SERVICE WEAPON.....	22
ARTICLE 28	SICK LEAVE .....	22
ARTICLE 29	LABOR/MANAGEMENT .....	23
ARTICLE 30	LEGALITY.....	24
ARTICLE 31	PERFECT ATTENDANCE.....	24
ARTICLE 32	DURATION.....	24
APPENDIX A	WAGES.....	26
APPENDIX B	HEALTH INSURANCE .....	27
APPENDIX C	FUNERAL LEAVE MEMORANDUM OF UNDERSTANDING .....	37
APPENDIX D	'ME-TOO' MEMORANDUM OF UNDERSTANDING .....	38

## **AGREEMENT**

This Agreement is entered into between the City of Lakewood, Ohio, hereinafter referred to as the "City," and Western Cuyahoga Lodge No. 25, Fraternal Order of Police, Lakewood Division, herein after referred to as the "FOP."

The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through representation, in the establishment of terms and conditions of their employment, and to establish a peaceful procedure for the resolution of all differences between the parties.

### **ARTICLE 1            RECOGNITION**

The Administration recognizes the FOP as the sole and exclusive bargaining representative for a unit comprised of all full-time, sworn law enforcement personnel below the rank of Sergeant, and a unit comprised of the ranks of full-time, sworn law enforcement personnel, Sergeant through Captain, but excluding the Chief of Police, in the City of Lakewood, for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and all other conditions of employment.

### **ARTICLE 2            NON-DISCRIMINATION**

Both the City and the FOP 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 FOP 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 FOP shall share equally, with the City, the responsibility for applying this provision of the Agreement.

### **ARTICLE 3            CHECK-OFF**

3.01 The City will deduct, on a monthly basis, dues from the pay of employees covered by this Agreement, upon receipt from the FOP 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.

3.02 All employees who are not members of the Western Cuyahoga Lodge No. 25, FOP, Lakewood Division, shall have deducted from their pay a fair share fee or, where religious conviction dictates, a contribution to a charitable organization acceptable to both the employee and the Union may be made.

3.03 Deductions under this article shall be made during the first pay period of each month, but if the employee's pay for that period is insufficient to cover FOP dues, the City will make a deduction from the pay earned during the next period or a subsequent period.

3.04 All deductions under this article, accompanied by a list of all employees for whom deductions have been made, shall be transmitted to the FOP no later than the fifteenth (15<sup>th</sup>) day following the end of the pay period in which the deduction is made, and, upon receipt, the FOP shall assume full responsibility for the disposition of all funds deducted.

#### **ARTICLE 4                   MANAGEMENT RIGHTS**

4.01 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 of 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, enlarge or contract 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 operations; take 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; determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

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

#### **ARTICLE 5                   NO STRIKE/NO LOCK-OUT**

5.01 The FOP 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, walk-out, concerted "sick" leave, work stoppage, picketing or interference whatsoever of any function of the City for the duration of this Agreement. Furthermore, no employee shall instigate or participate in any significant change in law enforcement procedures not directly authorized by the Chief of Police and the Director of Public Safety, and all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

5.02 Violation of Section 5.01 of this article may be proper cause for disciplinary action up to and including discharge.

5.03 The FOP shall, at all times, cooperate with the City in maintaining the normal operations in a normal manner and shall actively discourage and attempt to prevent or terminate any violations of Section 5.01 hereof. In the event any violations of Section 5.01 of this article occurs, the FOP shall immediately notify all employees that said violation is prohibited and is not sanctioned or approved by the FOP. Furthermore, the FOP shall also immediately advise all employees to return to work at once.

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

## **ARTICLE 6 WORKWEEK/SCHEDULED HOURS**

6.01 For the purpose of this Agreement, a workday for employees, with the exception of change-over, training assignment, unit shift, or pre-scheduled overlapping, in part or whole shifts, shall consist of eight (8) regularly scheduled, consecutive hours during a twenty four (24) hour period of time for officers scheduled for eight (8) hour shifts and twelve (12) regularly scheduled, consecutive hours during a twenty four (24) hour period of time for officers scheduled for twelve (12) hour shifts. A twenty four (24) hour period commences at the beginning of a regularly scheduled shift. Furthermore, the normal workweek for full-time police officers scheduled for eight (8) hour shifts shall consist of forty (40) regular scheduled hours. The normal two week work period for full-time police officers scheduled for twelve (12) hour shift shall consist of eighty (80) regularly scheduled hours.

6.02 A workday for those personnel assigned to training as students or instructors shall consist of eight (8) regularly scheduled hours during a twenty four (24) hour period of time.

6.03 Compensation for regularly scheduled twelve (12) hour days shall be at a straight time rate of pay.

6.04 Employees of each bargaining unit within the same grade may, at their request and subject to approval of their division commander and the Chief of Police, trade scheduled work periods for the purpose of participating in a degree program at an accredited college or university, or for participation in training related to their current duties. Such requests shall be submitted in a timely manner, through channels, only after the employee has exhausted all other alternatives. No employee shall be a participant in such trades in excess of four (4) times within any calendar month or twelve (12) times within any calendar year.

6.05 Current practice of trading days shall be maintained.

6.06 Employees shall work the following number of hours in a calendar year based on the following formula: Total number of days in the calendar year, subtract the number of Saturdays and Sundays in that calendar year, multiplied by eight (8) hours.

2014 365 Days – 104 Saturdays and Sundays x 8 hours = 2088 hours  
2015 365 Days – 104 Saturdays and Sundays x 8 hours = 2088 hours  
2016 366 Days – 105 Saturdays and Sundays x 8 hours = 2088 hours

**ARTICLE 7 OVERTIME**

7.01 All overtime must be approved by the Chief of Police, or a designated representative, and all assigned overtime will be compensated for as provided in this Agreement.

7.02 Any hours of duty in excess of eight (8) hours for officers working an eight (8) hour shift or twelve (12) hours for officers working a twelve (12) hour shift within an employee's regularly scheduled workday shall be compensated at the following rates:

- A. Time and one-half (1-1/2) for all hours on duty in excess eight (8) hours or twelve (12) hours for officers working a twelve (12) hour shift.
- B. Double time for all hours on duty in excess of twelve hours or sixteen (16) hours for officers working a twelve (12) hour shift.
- C. Double time for all hours on duty in excess of eight (8) or twelve (12) for officers working a twelve (12) hour shift on the following holidays:

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

- D. Any employee scheduled off on any of the above listed ten (10) holidays, who is compelled to work, shall be compensated at the rate of double time.
- E. Any employee who is compelled to perform official overtime duty during scheduled vacation shall be compensated at the rate of double time in accordance with the provisions of this article.
- F. Any continuous time over twelve (12) hours if working an eight (8) hour shift or sixteen (16) hours if working a twelve (12) hour shift shall be compensated at the rate of double time.

7.03 Employees required to work on the following days shall be paid at time and one-half (1-1/2) for all hours actually worked on the holiday itself:

New Year's Day	Independence Day
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Martin Luther King Jr. Day

Veteran's Day

President's Day

Thanksgiving Day

Good Friday

Christmas Day

Memorial Day

Labor Day

7.04 All official court overtime duty ordered by the Director of Public Safety, a superior officer of the Division of Police, the Director of Law or Assistant Prosecutor of the City of Lakewood, the Judge or Clerk of the Lakewood Municipal Court, or in response to a subpoena or similar writ commanding appearance in a criminal, quasi-criminal or civil case arising out of an incident while on duty as an employee of the Lakewood Division of Police, shall be compensated at the rate of time and one-half (1-1/2), unless previously notified as in Section 7.05, and any employee who is compelled to perform such official overtime duty at a time not abutting the beginning or end of his regularly scheduled workday, shall receive payment for a minimum of three (3) hours worked, or actual time worked, whichever is the greater.

- A. An employee who is compelled to report in person to a court for trial or to a prosecutor immediately before a trial within two and one-half (2-1/2) hours of completion of a normally scheduled and fully worked third shift, shall be compensated for all time between completion of duty and completion of court related overtime, or a minimum of three (3) hours, whichever is greater.

7.05 When an employee is ordered to report for duty, other than court, by the Director of Public Safety, Chief of Police or superior officer, and the time does not abut the beginning or end of the employee's regularly scheduled workday, the employee shall receive compensation for three (3) hours of overtime, or actual time worked, whichever is greater, computed at time and one-half (1-1/2), unless previously notified not to report for duty. Previously notified shall mean personally notified, or a message delivered to a responsible person by telephone, or direct contact at the employee's residence, or by leaving an answering machine message by 6:00 p.m. on the day before the time directed to report for court duty.

- A. An employee who is compelled to report in person for duty within two and one-half (2-1/2) hours of completion of a normally scheduled and fully worked third shift shall be compensated for all time between completion of duty or a minimum of three (3) hours, whichever is greater.

7.06 Any employee who makes an off-duty felony arrest or an arrest for any offense of violence, offense of theft, sex offense or executes an arrest warrant shall receive credit or payment for four (4) hours of work or the actual amount of hours required, whichever is greater, computed at time and one-half (1-1/2). Off duty arrests shall not include an arrest made while privately employed in a law enforcement capacity. Overtime shall be granted only for misdemeanor arrests specified above.

7.07 For the purpose of overtime accumulation, the following schedule shall be applied: An employee shall start each year (January) with no more than one hundred (100) hours in their overtime bank. Payment for hours in excess of one hundred (100) hours shall be received in January of the following year.

7.08 To be eligible for overtime withdrawal during the current calendar quarter, employees must forward a written request to the Chief of Police between the 1<sup>st</sup> day and the 15<sup>th</sup> day of January, April, July and/or October. Payment for said overtime shall be made at the current salary rate during the months of February, May, August and/or November.

7.09 Any employee requesting payment for official overtime duty worked shall submit same, in writing, on the designated departmental form. A copy of that request shall be returned to the employee with the indication that credit was given and recorded.

7.10 Any employee detailed or assigned to attend a job-related school, seminar or training session outside Cuyahoga County or contiguous counties, except probationary employees attending mandatory courses, shall be considered on duty during actual travel time and be compensated accordingly to include travel allowance and reimbursement for meals, in accordance with established policy of the City.

7.11 Any employee, at the time of retirement, shall receive all terminal leave benefits, including accrued overtime, unused vacation time, unused holiday time, accrued longevity, accrued uniform allowance, and any other unused compensatory time, in one (1) lump sum payment. If an employee dies while in paid status, any terminal leave benefits to the employee's credit, as set forth herein, shall be paid in a lump sum to the surviving spouse, if any, and if there is no surviving spouse, then to the estate of the deceased employee. Nothing in this section shall be construed to supersede or control policies and procedures of the Ohio Police and Fire Pension Fund, as established and operating, pursuant to the Ohio Revised Code, Chapter 742.

7.12 Two (2) hours at straight time shall be authorized for volunteer blood donors.

## **ARTICLE 8 SENIORITY**

8.01 For the purpose of calculating seniority for layoff, the date of an employee's service shall be counted from the employee's latest date of hire or promotion. Seniority shall be broken when an employee:

- A. Quits or resigns.
- B. Is discharged for just cause.
- C. Is laid off for a period of more than thirty six (36) consecutive months.
- D. Is absent without leave for three (3) or more working days without notifying the Chief or designee.

E. Fails to reply to a recall.

8.02 If, as a result of economic considerations, the City decides to reduce its forces, employees covered by this agreement shall be laid off in the following manner, with the least senior employee laid off first:

A. Students.

B. Temporary and seasonal employees.

C. Part-time employees.

D. Employees who have not completed the initial probationary period.

E. Employees who have completed their initial probationary period.

1. In the event the seniority of two (2) or more employees is equal, the employees shall be laid off according to their initial test scores, pursuant to Civil Service Rules.
2. Should the City eliminate any department positions for any reason, seniority shall prevail as set forth above to allow the least senior employee, by rank, to bump down into the next lower rank, so long as the employee's seniority permits and so long as the senior employee is qualified to fill the position. For purposes of §8.02, employees shall not receive seniority credit for time served with another employer.
3. Employees shall be recalled in the reverse order of their layoff. An employee on layoff, upon receipt of actual notification, will be given ten (10) calendar days' notice of recall from the date on which the City sends the recall notice to the employee, by certified mail, to the employee's last known address, as shown on the City's records. It is the employee's responsibility to notify the City of a change of address. The City will maintain a list of those employees who are laid off for a period of three (3) years. During this period of three (3) years, new bargaining unit employees shall not be hired until all qualified employees on layoff status, desiring to work, have been recalled.

8.03 Selection of initial vacation preference shall be made on the basis of seniority within any particular rank of the Division of Police, as specified within the Department Work Rules.

8.04 All new employees shall have a probationary period of eighteen (18) months following their certification by the Ohio Peace Officer Training Council or, if already certified, eighteen (18) months following their swearing in as Patrol Officer. During such period, the employer shall have the sole discretion to dismiss the employee without recourse to the grievance procedure or to any Civil Service appeal.

Where the City has paid for an employee's peace officer training, an employee resigning from the City within the first three (3) years of employment is required to reimburse the City for such payments.

8.05 All employees promoted to a higher rank are required to serve a probationary period of one (1) year. During this period, the City shall have the sole discretion to demote such employee to their previous rank without the employee having any recourse to the grievance procedure or to any Civil Service appeal.

8.06 If an employee is off work due to illness or injury in excess of ten (10) days during the probationary period, the probationary period is automatically extended by the number of days off.

8.07 Years of service, for purposes of promotion, and sick and vacation leave computation, shall be defined as years of service only with the Lakewood Division of Police.

## **ARTICLE 9 WAGES**

9.01 Effective January 1, 2014 all Patrol Officers Grade I shall receive a two percent (2%) wage increase on base wages.

9.02 Effective January 1, 2015, all Patrol Officers Grade 1 shall receive a two percent (2%) wage increase.

9.03 Effective January 1, 2016, all Patrol Officers Grade 1 shall receive a two percent (2%) wage increase.

9.04 For wage rate breakdown see Appendix A.

## **ARTICLE 10 DIFFERENTIAL**

### **10.01 Patrol Officer Classification**

- A. Patrol Officer (22 years of service) and Safety Education Officer – Three (3) percent base pay above Patrol Officer Grade I.
- B. Detective/Investigator – Six (6) percent base pay above Patrol Officer Grade I.
- C. All employees assigned to a position as Field Training Officer (FTO), or to the Special Operations Unit shall be paid an additional three (3) percent above Patrol Officer Grade 1. Reserve Officers shall be paid an additional three (3) percent above their current rate of pay.

### **10.02 Ranks Outside Patrol Officer Classification**

- A. Sergeants – Nineteen (19) percent base pay above Patrol Officer Grade I.

B. Lieutenants – Ten (10) percent base pay above Sergeants.

C. Captains – Thirteen (13) percent base pay above Lieutenants.

10.03 Patrol Officers at any grade may be assigned as a Reserve Officer. Reserve Officers may request a transfer from assignment after three (3) years. Once removed from the position the assigned Officer will not be placed back into the position for a period of two (2) years, except during times of emergency.

10.04 The assignment of a Patrol Officer to a higher rated position, such as FTO or Investigator, shall not be deemed a promotion under Civil Service or this Agreement, and the Chief of Police shall have the sole authority to assign employees to any such position or to transfer such employees out of such positions to their previous position and rate of pay.

## **ARTICLE 11            ASSIGNMENTS**

### **11.01 Temporary Assignment**

A. Any employee serving at a temporary rate, or in a temporary position which pays a higher rate of pay for a period in excess of thirty (30) consecutive days, shall receive the base rate of pay for that higher rate or position for as long as the employee is in that position.

B. Sergeants who work as Officer In Charge (OIC) and officers who are assigned by the Chief to perform the duties of a next higher rank (Lieutenant, Captain, Chief) will receive the higher pay for the job the employee is filling,

### **11.02 Job Posting**

A. The Chief of Police shall announce, through roll call and by posting on at least two (2) departmental bulletin boards, any pending vacancy at least seven (7) days prior to filling such vacancy. Any employee of the Lakewood Division of Police may request consideration for such assignment by applying within the time period, through channels, to the Chief of Police. The Chief of Police shall sign a receipt for such request and return a duplicate copy to the applicant. Originals shall be receipted and placed in the applicant's personnel file.

B. The Chief of Police shall be guided in decisions concerning assignment of employee members by the diligence, efficiency, interest, ability, training and other qualities of the individual employee as reflected in their personnel file.

11.03 The City agrees, to the extent possible, that work rules will be reduced to writing and provided to all employees in advance of or simultaneously with their enforcement. The City further agrees to provide the FOP Chairman copies of revised or new work rules and general orders in advance of or simultaneously with their enforcement.

**ARTICLE 12            LONGEVITY PAY**

12.01 All full-time employees of the Lakewood Division of Police shall be paid, in addition to their compensation, additional compensation based on the number of continuous full years of service, including interim military service, as determined on the dates of June 15<sup>th</sup> and December 15<sup>th</sup> of each year, computed in accordance with the following semi-annual rate schedule:

5 Years	\$250.00	16 Years	\$800.00
6 Years	\$300.00	17 Years	\$850.00
7 Years	\$350.00	18 Years	\$900.00
8 Years	\$400.00	19 Years	\$950.00
9 Years	\$450.00	20 Years	\$1000.00
10 Years	\$500.00	21 Years	\$1050.00
11 Years	\$550.00	22 Years	\$1100.00
12 Years	\$600.00	23 Years	\$1,150.00
13 Years	\$650.00	24 Years	\$1200.00
14 Years	\$700.00	25 Years and Over	\$1250.00
15 Years	\$750.00		

12.02 Longevity payments shall be provided in two (2) equal payments in June and December of each year and will be included in the employee’s regular paycheck.

12.03 An employee who terminates their employment on a date which falls between determination dates, as set forth in the above section, shall receive a portion of longevity compensation, to which the employee is entitled, on a pro-rated basis up to the date of termination.

**ARTICLE 13            HOLIDAYS**

13.01 All employees shall receive the following holiday hours (112):

Holiday hours	80
Employee birthday hours	8
Employee personal hours	24

- |                             |                  |
|-----------------------------|------------------|
| New Year’s Day              | Labor Day        |
| Martin Luther King, Jr. Day | Veteran’s Day    |
| President’s Day             | Thanksgiving Day |

Good Friday

Christmas

Memorial Day

Employee's Birthday

Independence Day

Three (3) Personal Days

13.02 Any employee covered by this Agreement may convert their holidays to holiday hours to be used during the calendar year. Any unused holiday hours may be cashed in at the end of the year and will be included in the employee's regular paycheck. The personal day earned, pursuant to Article 31, Section 31.02, may be converted to holiday hours and cashed in at the end of the year.

**ARTICLE 14 VACATIONS**

14.01 All full-time employees who have completed one (1) or more years of service as of June 1<sup>st</sup>, shall earn vacation hours according to the following schedule:

<u>Weeks</u>	<u>Working Hours</u>
6	8
11	16
16	24
21	32
26	40
31	48
36	56
41	64
46	72
<u>Years of Service</u>	<u>Vacation Hours</u>
1	100
7	150
13	200
19	250

14.02 Vacation time shall be earned in one (1) calendar year and taken in the subsequent calendar year.

14.03 A vacation week, including all pre-selected holiday weeks, shall be seven (7) consecutive days off, plus all abutting RDO's.

14.04 All vacation time shall be paid at an employee's regular salary rate in effect at the time the vacation is taken.

14.05 If, due to scheduling, an employee's vacation cannot be taken in the year earned and is accumulated and taken in the next subsequent year, the rate of vacation pay shall be at the employee's rate of pay in effect during the year taken.

14.06 Vacation scheduling shall be on an equitable basis consistent with the operating requirements of the Lakewood Division of Police subject, at all times, to the approval of the Chief of Police.

14.07 Once an employee has made a vacation selection and is thereafter subject to a modification of work schedule which affects the employee's regular days off, said employee may, at their option, select another vacation period from among those vacation periods remaining and consistent with Section 14.06 above. An officer may change scheduled vacation to an open week with the following restrictions: The change is at least one (1) day in advance of the vacation time requested; the change must not interfere with manpower needs. Vacation changes will be considered on a first-come, first-served basis.

14.08 If an employee is injured in the line of duty and, as a result of said injury, is placed on sick leave during any scheduled vacation period, said employee shall be credited with those vacation days so affected and, upon return to full-time duty, be permitted to reselect those vacation days in accordance with the terms of the Agreement.

14.09 Employees shall be permitted to accumulate a total of four hundred (400) working hours of vacation time. Vacation time acquired but not used in excess of four hundred (400) working hours shall be forfeited on December 31<sup>st</sup> of each year.

- A. All personnel will be required to use at least eighty (80) vacation hours in every year.
- B. Any hours in excess of the hours to which an employee is entitled may be placed into a bank for accumulation.
- C. To accumulate vacation, the employee shall complete the required form and forward it to the office of the Chief of Police between September 15<sup>th</sup> and October 1<sup>st</sup> of the year preceding selection.

14.10 An employee who has notified the Chief of Police, in writing, of their date of retirement shall not be required to make a minimum vacation selection, as required in Section 14.09 above.

14.11 Notwithstanding the provisions of Ohio Revised Code 9.44, in determining service time solely for the purpose of the above vacation schedules for employees by the City subsequent to December 31, 1992, prior service time with the state or any political subdivision of the state shall not be credited to the employee to establish an accrued basis of years of service upon entry into City employment.

14.12 Following the employee's selection of eighty (80) hours of vacation time, vacation time may be taken in one quarter (1/4) hour increments with the approval of the Shift Commander

## **ARTICLE 15            SPECIAL LEAVES**

15.01 If a death occurs among members of the employee's family (spouse, person living as spouse, parent of minor child(ren), son, daughter, stepchild, mother, father, stepparent or person acting in loco parentis), such employee shall be granted ten (10) days if on an eight (8) hour shift or seven (7) days if on a twelve (12) hour shift, of funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time, provided that such leave may be extended within the discretion of the Chief of Police, based upon individual circumstances.

15.02 If a death occurs among members of the employee's family of brother, sister, father-in-law, mother-in-law, such employee member shall be granted five (5) days if on an eight (8) hour shift or three (3) days if on a twelve (12) hour shift, of funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time, provided that such leave may be extended within the discretion of the Chief of Police, based upon individual circumstances.

15.03 If a death occurs to a grandfather, grandmother, grandson, granddaughter, brother-in-law, grandfather-in-law, grandmother-in-law or sister-in-law, aunt, or uncle, such employee member shall be granted two (2) days of funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time.

### **15.04 Jury Duty**

Employee members, while serving upon a jury in any court of record, shall be paid at their regular salary rate for each of their workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. In addition to the compensation provided for herein, any jury fees paid to the employee/juror shall be retained by the employee.

### **15.05 Military Leave**

Employee members shall be granted leaves of absence for military duty in accordance with state and federal laws and local ordinances.

15.06 Leaves of absence without pay or other fringe benefits may be granted by the City at its discretion.

### **15.07 Maternity Leave**

Female employee members shall be granted maternity leave in accordance with the provisions applicable to any other illness or non-duty related injury.

## **ARTICLE 16           HEALTH INSURANCE**

16.01 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. Prior to changing health care delivery systems, the City will meet and confer with the FOP.

16.02 Effective January 1, 2014, 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 \$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.

16.03 The City retains the right to eliminate the 100% Plan and/or set the premium contributions, at levels not to exceed those paid by the City's non-union employees, if it chooses to offer such a plan.

16.04 The City agrees to maintain the current Aid to Preventive Dentistry Plan with fifty (50) percent of the total cost paid by the employee.

16.05 Newly hired employees shall have the option to purchase their selected health care plan at current COBRA rates. The health care plan selected shall become effective on the first day of the month following their date of hire.

16.06 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 B.

## **ARTICLE 17           LIABILITY INSURANCE**

17.01 The City shall provide liability insurance (which may be through an insurance carrier, a program of self insurance or any combination thereof) for employees, including false arrest coverage for a Police Officer regarding occurrences arising out of the performance of the employee's duties, and such coverage shall be in the minimum amount of \$1,000,000.00 per

person/\$1,000,000.00 per incident/no aggregate for bodily injury, property damage and personal injury. The FOP shall be provided copies of such current policies and coverage.

17.02 Subject to the limits of the policy, insurance coverage shall be provided to each employee of the Division of Police operating City owned vehicles 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.

## **ARTICLE 18            LIFE INSURANCE**

18.01 The City will purchase a life insurance policy, which will provide, subject to its terms, a death benefit of at least \$175,000 in the event a sworn Police Officer dies in the line of duty. The benefit shall be paid in one payment. The policy shall also provide for dismemberment coverage.

18.02 The City agrees to provide life insurance coverage to each employee covered by this Agreement in the amount of \$25,000.00.

18.03 The FOP shall be provided copies of such current policies and coverage.

## **ARTICLE 19            CLOTHING MAINTENANCE**

19.01 All employees shall receive an annual clothing maintenance of \$1000.00, paid in installments in March and September. This maintenance allowance shall be pro-rated for new-hires and employees terminating employment with the City and will be included in the employee's regular paycheck.

19.02 When an employee is newly assigned to a non-uniformed, investigative position in excess of thirty-one (31) days, that employee shall receive a supplementary maintenance of \$200.00 one (1) time and will be included in the employee's regular paycheck.

19.03 The cost of replacement and/or repair of uniform items damaged in the line of duty will be considered as a separate item outside any cash uniform allowance, but subject to the following conditions:

- A. Line-of-duty damage shall be reported immediately to the employee member's duty supervisor and a written report filed. The supervisor shall investigate the matter and file a report and recommendation concurring or not concurring that an item needs replacement, and that it should or should not be considered as line-of-duty damage. Reports shall be forwarded for approval, through channels, to the Chief of Police.
- B. Employee members whose uniform items are damaged as the result of an action in which the person responsible is charged in the Lakewood Municipal Court shall advise the Court of the fact, in writing, and will include the amount of the damage. A complete notation under "Statement of Facts, etc.," on a citation or as part of a

separate report shall satisfy this requirement. Department payment for repair and/or replacement shall not be predicated on the ability of the person responsible to pay such costs, the finding of the Court or timeliness of the trial.

- C. On approval of the Chief of Police, the employee member shall determine the supplier and cost involved and obtain a purchase order from the Chief's secretary. No purchase shall be made without a purchase order and no other item(s) beyond those approved shall be purchased on that order number.
- D. Should departmental payment be approved and the person responsible indicates a willingness and ability to pay such costs, the employee member involved shall make an immediate, direct, personal referral to the Commander, Division of Administration and Services, who shall accept payment in the name of the City of Lakewood, Division of Police. Employee members shall not accept direct payment from persons responsible for damage when replacement or repair costs have been approved as a departmental expenditure.
- E. No request for replacement or repair costs shall be considered for approval, nor shall consideration be given to validation of prior expense for necessary replacement costs as the result of an employee member's gross negligence, gross misconduct or violation of the rules and regulations of the department.

19.04 Personal items damaged or lost in the line-of-duty will be eligible for reimbursement from the petty cash account. Reimbursement from petty cash will be subject to the policy, subject to the requirements in Section 19.03(A) above.

## **ARTICLE 20            INVESTIGATIONS**

20.01 When an employee is to be interviewed or required to submit reports as a result of a citizen's complaint, the employee shall be informed of the nature of such complaint prior to such interview or order to submit a report. A copy of all completed complaints and investigations will be forwarded to the officer involved.

20.02 In the event the City is engaged in an investigation of any employee covered by this Agreement, the City will issue no news releases or photographs that identify said employee, but will refer all inquiries to the City Law Department.

20.03 If, during or prior only to any interrogation session, it appears as though criminal charges may result, the employee will be advised of their legal rights, rights to counsel and will be afforded the right to have an attorney present at any and all interrogation sessions related to the specific incident.

## **ARTICLE 21            PERSONNEL FILES**

21.01 The personnel file for all employees shall be maintained by the Human Resources Director for the City of Lakewood.

21.02 All permanently appointed employees shall have the right to examine their own personnel file (excluding all information related to their probationary period and pre-employment screening) during normal business hours. Employees will be required to remain in the Human Resources Department with a member of the Human Resources staff while reviewing their file. Under no circumstances will an employee be allowed to remove an original file from the Department of Human Resources.

21.03 An employee may not remove or alter any documents in their file, but may place written clarification, explanation or rebuttal to any of its contents which may be of a negative nature, by submitting same, through channels, to the Human Resources Director.

21.04 No unfounded or unsustained complaint shall be placed in an employee's personnel file and any disaffirmed disciplinary action shall be expeditiously removed from an employee's file.

21.05 Disciplinary actions, other than suspensions without pay, more than two (2) years from the date of occurrence of the action shall not be used in any current disciplinary action. Disciplinary action resulting in a loss of pay or time older than five (5) years from the date of such action shall not be used in any current disciplinary action.

## **ARTICLE 22 FOP MEETINGS**

22.01 The FOP membership of Lakewood may hold official meetings in the offices of the Lakewood Division of Police, but no meeting shall interfere with the work operations of the division.

22.02 The FOP will be authorized an aggregate of two hundred (200) hours of paid leave, per calendar year, for members of the FOP committee and elected FOP officers to use at any time during the year to attend FOP functions, such as conventions, educational meetings or seminars. Any unused time remaining at the end of the year may be carried over to the next year(s). The City shall make other reasonable provisions for authorizing vacation leave, holidays or use of accrued overtime for the employee members to attend FOP functions in addition to the above-mentioned two hundred (200) hours.

22.03 Whenever a law enforcement officer in the State of Ohio is killed in the line-of-duty, or a member of Lodge No. 25, FOP dies, the Chairman of the FOP Negotiating Committee shall designate two (2) FOP members who shall be given one (1) day off each, with pay, to attend the funeral and shall be afforded a Lakewood Division of Police marked police vehicle for such purpose.

22.04 The FOP negotiating committee, to be comprised of no more than seven (7) employee members, shall be relieved from duty to attend negotiating sessions with City representatives. Committee members may be ordered back to duty during a meeting should conditions necessitate such action. Off-duty committee members voluntarily perform this function without compensation.

## ARTICLE 23            GRIEVANCE PROCEDURE

23.01 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, the FOP and the City. The procedures specified in this article are intended to provide a system for fair, expeditious and orderly adjustment of the grievances of employees of the Division of Police.

23.02 A grievance is any dispute or difference between the City and the FOP which concerns the interpretation and/or application of and/or compliance with any provision of this Agreement, including all disciplinary actions which result in a letter of reprimand or monetary loss to the employee, except for those involving discharge of non-certified and probationary employees. Letters of reprimand are not subject to arbitration.

During that period of time an employee is non-certified and during an employee's probationary period, the City shall have sole discretion to discharge such employee, and such actions during this period cannot be reviewed through the grievance procedure.

23.03 The following shall apply to all grievances arising under this Agreement:

- Step I.            An employee who has a grievance should meet with their immediate supervisor to attempt to resolve the grievance on an informal basis.
  
- Step II.            If the grievance is not resolved in the informal manner described in Step I, a written grievance must be filed with the immediate supervisor within ten (10) working days of the alleged violation of this Agreement. Within ten (10) working days after the filing of the grievance, a meeting will be held among the appropriate representatives of the City, member of the grievance committee and the aggrieved employee(s). Within ten (10) working days of this meeting, the City shall issue a written answer to the grievance.
  
- Step III.            If the grievance is not satisfactorily settled in Step II, the aggrieved employee(s) or the committee may appeal the Step II answer to the Chief of Police within ten (10) working days after the Step II answer was issued. Such appeal shall be in writing and include a copy of the original grievance, and shall specify the reason why the aggrieved employee(s) or the committee believe the Step II answer is in error. Within ten (10) working days after receipt of the appeal, a grievance meeting shall be scheduled with the Chief of Police, who shall, within ten (10) working days after the close of such meeting, issue a written answer to the grievance.
  
- Step IV.            If the grievance is not satisfactorily settled in Step III, the grievance may be submitted to the grievance committee. The grievance committee will then review the merits of the grievance and decide, no later than thirty (30) calendar days after the City's Step III answer was issued, whether or

not to recommend further appeal. Should the committee decide not to pursue the grievance further, the grievant(s) shall be so informed and the grievance will be withdrawn from the grievance procedure. The committee's decision shall be final and binding. Should the committee decide to process the grievance further, the FOP may, within thirty (30) calendar days after the City's Step III answer was issued, file an appeal with the Mayor or designated representative. Such appeal shall be in writing, include a copy of the original grievance and shall specify the reason why the committee believes the Step III answer was in error. The Mayor or designated representative shall reply in writing within ten (10) working days from the receipt of that appeal.

#### 23.04 Arbitration

- A. If the grievance is not satisfactorily settled at Step IV, the committee may submit the matter to arbitration by giving the City written notice of its intent to arbitrate the grievance within thirty (30) working days from receipt of the Step IV answer. The City and FOP shall meet to select an arbitrator from the following: Harry Graham, James Mancini, Dennis Minni, Nels Nelson or Robert Stein. The arbitrators shall be selected on a rotating basis or as agreed by the City and the Union.
- B. The arbitrator selected shall have no authority to add to, subtract from, or in any way modify any provision of this Agreement.
- C. Any fees and expenses of the arbitrator shall be borne equally by the parties.

#### 23.05 Time Limitations

- A. To be considered valid, a grievance must be filed, in writing, within ten (10) working days of the occurrence of the alleged violation of this Agreement. A grievance that is not timely filed or timely processed by the Union at each Step shall be considered void.
- B. If a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.
- C. Once a grievance is originally timely filed, the parties may, by mutual written agreement, extend the time in which to answer or to appeal it to the next step. The parties may also, by mutual or written agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

23.06 The FOP (in its capacity as exclusive representative of the employees covered by this Agreement) or the FOP negotiating committee shall have final authority to withdraw or terminate the processing of a grievance, at any step, should the FOP or the FOP negotiating committee determine that the grievance lacks merit or justification, or that it has been settled or

adjusted in a fair and equitable manner consistent with the terms of this Agreement, and in the interest of the continuing relationship of the parties.

23.07 The grievance procedure set forth in this article shall be the sole and exclusive method for resolving matters that constitute grievances under this Agreement. Any decisions, results or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive and binding upon the City, FOP and the employees.

23.08 The grievance committee shall consist of bargaining unit members designated by the FOP. For any discipline or grievance involving union representation, union representatives shall represent members of their bargaining unit (patrol or sergeants and above) only.

## **ARTICLE 24            TRAINING**

24.01 When an employee is assigned to one (1) or more full days of training as an instructor or student, such assignment shall be considered as a change of schedule and the duty day shall start and be credited in the same manner as a regularly scheduled shift change.

24.02 When an employee is assigned one (1) or more full days of training, such days shall be credited as training days and employees will be relieved of working their regularly assigned duties. Further, when an employee is assigned to one (1) or more days of training and is scheduled to work the third shift on the day previous to the training day, that employee shall be assigned such previous day as a regular day off to be credited against the employee's total accumulation for the year and made up as is mutually agreeable with the employee's supervisor.

24.03 At the employee's option, the employee may elect to do any of the following, provided the employee has necessary accumulated time or days to their credit to allow same:

- A. Take the preceding day as a holiday (8 hours), or
- B. Take the preceding day as an overtime day (8 hours), or
- C. Be marked as a training day for the preceding day, working the third shift on the last training day while being credited only with time actually worked on such third shift. The third option would be available only when all training is completed within the time the employee is on the third shift.

24.04 Employees shall not be required nor permitted to work more than twelve (12) consecutive hours as a result of scheduled training, except upon direct order or permission of the Chief of Police or, in the event of an emergency, any superior officer.

24.05 A training day will be comprised of eight (8) hours for officers scheduled on a twelve (12) hour shift. A training day will be comprised of five (5) hours for officers scheduled on an eight (8) hour shift.

24.06 When an employee is assigned to training and such assignment conflicts with the employee's scheduled time off, the employee may, at the employee's option, reschedule such time off as is mutually agreeable with the employee's shift and division commanders. For employees assigned training, the City may adjust the employee's work schedule and days off to meet departmental needs.

24.07 All employees of the Division of Police attending training and/or schooling shall receive compensation and assignments in accordance with the provisions set forth in Article 7 of this Agreement and the rules and regulations of the Division of Police.

24.08 Tuition Reimbursement

- A. Upon successful completion of the basic probationary period, employees may take accredited college courses with the approval of the Chief of Police. The City shall reimburse such employee the full tuition expense provided the employee receives a grade of "C" or the equivalent at the completion of each course. If the employee leaves the Division of Police 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.

24.09 Firearms Reimbursement

- A. The City will provide a stipend of \$1,250.00 to all full employees of the Lakewood Division of Police for proficiency in firearms to be paid in the first pay of the year.

**ARTICLE 25 BULLETIN BOARDS**

25.01 The City shall furnish two (2) bulletin boards to be used by the members of the FOP.

- A. Such bulletin boards shall be used only for posting notices bearing the written approval of the FOP and shall be solely for FOP business, recreational and social activities.
- B. There shall be no notices or other writings posted which contain anything political, controversial or critical of the City or any other institution, or any employee or other persons.

**ARTICLE 26 EVALUATIONS**

26.01 Evaluation Ratings

- A. Every employee shall be evaluated between January and March of each year. The employee's signature shall be required on the evaluation rating and such signature will verify only that the employee has read the evaluation. No subsequent evaluation comments may be made on the record copies once signed by the employee.

- B. Should an employee desire to respond to any adverse evaluation for purposes of clarification or mitigation of the adverse evaluation, said employee may do so in writing. The response shall be attached to the evaluation and retained in the employee's personnel file for future reference.
- C. Prior to implementing any changes in the present evaluation system, the City will meet with the negotiating committee for discussion and input on any changes.

**ARTICLE 27            SERVICE WEAPON**

Upon retirement, any employee may purchase their service weapon from the City for \$50.00, provided that said retirement is not a disability retirement associated with a psychological disability, and employees will be given their badge upon retirement.

**ARTICLE 28            SICK TIME**

28.01 Effective January 1, 2007, all full-time members of the Division of Police shall be entitled to earn sick time at the rate of 4.6 hours for every eighty (80) hours paid and may accumulate such sick time to twelve hundred (1200) hours. Sick time may be utilized on account of illness or injury of the employee or employee's immediate family member requiring the employee's absence. Sick time may also be utilized to care for a pregnant spouse and/or a newborn child.

28.02 When an employee is unable to report for duty because of illness or injury, the employee must call and advise the Duty Officer-in-Charge. If the employee is injured or sick from work for more than five (5) consecutive days if on an eight (8) hour work schedule or three (3) consecutive work days if on a twelve (12) hour work schedule, or incurs an injury to the back, or has surgery of any kind, or is advised to have surgery, the employee must have their physician complete the Attending Physician Statement or attach a statement from their physician to the certificate that indicates that the employee is able to return to regularly assigned duties. Prior to being assigned to duty, this document shall be submitted to the Department of Human Resources in order that the City may determine if a physical is required.

28.03 Whenever an employee is absent due to illness or injury, that employee must secure permission from the Duty Officer-in-Charge before leaving the employee's home. This requirement is waived if the Chief receives notification through Human Resources that the employee will be off work for an extended period of time due to illness or injury. The notification shall include an approximate date for return to duty.

28.04 An employee who is absent due to illness 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 the employee is assigned to duty. The Chief of the Division of Police shall take such steps as deemed necessary to prevent the improper taking of sick time.

28.05 No employee shall be charged for sick time or time off against the employee's accumulated sick time bank for any time taken as a result of an injury or illness incurred while in

the lawful performance of their duties, including approved off duty police related jobs within the City of Lakewood. However, the City has the right to review the employee's physical and mental status at any time during the employee's absence in order to determine the employee's ability to return to work. If authorized by proper medical authority, the City shall have the right to call the employee to work to perform other light duties. Should it be determined by proper medical authority that the employee will not be able to return to normal duties, 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 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 regarding the ability to perform police work shall be final and binding on both parties. For purposes of the section, an injury is defined as a traumatic damage to the body, of external origin, unexpected and undesigned by the injured person. Claims denied by the Bureau of Workers' Compensation (BWC) shall not be eligible for coverage under this section. Any payment made prior to such determination by the BWC shall be deducted from the employee's accumulated sick time first.

28.06 When an employee retires, resigns or dies, either through service or disability, the employee or the employee's estate shall be compensated in cash based upon the daily earning rate at the time of the employee's retirement, resignation or death, for one-quarter (1/4) of the employee's unused sick time hours.

28.07 Employees who have accumulated more than nine-hundred sixty (960) hours of sick time may convert, on a three-to-one basis, all hours accumulated over nine-hundred sixty (960) hours into a lump sum cash payment at the end of each calendar year, payment will be made in January of each year and will be included in the employee's regular paycheck. The ability to accumulate twelve hundred (1200) hours of sick time shall in no way alter the basis of this conversion provision. The ability to convert any sick time hours over nine hundred sixty (960) shall remain unchanged.

28.08 In the event an employee becomes or continues to be incapacitated from work by illness or injury, after exhaustion of the employee's acquired sick time, they may apply for donations of time according to the Sick Time Donation policy leave. If the employee does not receive donations adequate to cover the sick time needed, the Mayor may grant further sick leave, up to a total of ninety (90) days, in addition to the sick leave acquired as herein provided.

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

28.10 Employees must apply for FMLA after three (3) days of consecutive non-work related or work related illness or injury, being hospitalized overnight or when a serious medical condition as defined by the FMLA law and regulations causes intermittent time off. Except as set forth in §28.05, employees must utilize their sick time and other paid time off during FMLA leave.

## **ARTICLE 29            LABOR/MANAGEMENT**

29.01 A Labor/Management Committee consisting of the Mayor of Lakewood, or a designated representative, and the Lakewood Chief of Police, or a designated representative, and representatives of the FOP shall meet at least once every three (3) months for the purpose of discussing and attempting to resolve any mutual work related problems.

Any members of the Labor/Management Committee may put a matter on the committee's agenda at least five (5) working days in advance of a scheduled meeting and both the City and FOP shall make every effort to implement the unanimous decisions of the committee.

29.02 The Labor/Management Committee may, by unanimous agreement of all members, re-examine any non-economic provision of a valid labor agreement.

29.03 When the City anticipates the purchase of new or the replacement of current equipment for use by individual police personnel; e.g., squad cars, radio communication equipment, weaponry, they shall, to the extent practicable, notify the Labor/Management Committee at the next regularly scheduled meeting, prior to actual purchase or replacement. The Labor/Management Committee will only exercise advisory functions in relation to such purchases or replacements, and the final authority for such decisions shall remain with the City.

29.04 The City and Union agree to maintain the highest quality replacement and maintenance program possible given available resources, and mutually develop an ongoing maintenance program beneficial to both parties.

## **ARTICLE 30            LEGALITY**

30.01 It is the intent of the City and the FOP that this Agreement comply in every respect with the applicable legal statutes and charter requirements. If it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

## **ARTICLE 31            PERFECT ATTENDANCE**

31.01 All full-time, permanent, sworn employees covered under this contract who complete a quarter (1/4) of a year with perfect attendance (January 1 to March 31; April 1 to June 30, July 1 to September 30; October 1 to December 31), with no time absent for any reason whatsoever, shall be entitled to receive a bonus equal to twelve (12) hours pay at the employee's current rate of salary for each quarter in which no absence is recorded. Vacations, holidays, funeral leave, military leave, jury duty/witness leave, union leave and time off as a result of injury or illness sustained while employees were responding to calls for service, self-initiated law enforcement activities or other activities unique to law enforcement, shall not be counted as days absent. Payments to be made in January, April, July and October of each year. Employees hired after August 1, 2010 shall not be eligible for the perfect attendance bonus.

31.02 All full-time, permanent, sworn employees covered under this contract who complete one (1) year (January 1 to December 31) with no days absent for any reason whatsoever, shall be

entitled to an additional eight (8) personal hours off during the following year. Employees hired after August 1, 2010 shall not be eligible for the perfect attendance bonus.

**ARTICLE 32            DURATION**

32.01 This Agreement represents an understanding between the City and the FOP, and it shall be effective as of January 1, 2014, and remain in full force and effect until December 31, 2016. However, Article 5 (Preventing Strikes, etc.), shall survive that date and shall continue to be effective in its application to Lieutenants and Captains for the duration of the collective bargaining relationship between the City of Lakewood and the FOP, Lakewood Division. Specifically, in the event the basic bargaining unit of the FOP, Lakewood Division, engages in any work stoppage, etc., in the course of any future collective bargaining negotiations, the FOP and the Lieutenants and Captains shall continue to work and will perform all duties assigned by the Chief of Police.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 12<sup>th</sup> day of February, 2014.

For the Western Cuyahoga Lodge No. 25,  
Fraternal Order of Police,  
Lakewood Division:

  
\_\_\_\_\_  
Robert Zbydnowski

  
\_\_\_\_\_  
Steven Spaetzle

\_\_\_\_\_

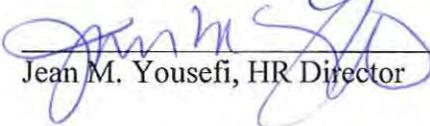
FOP COUNSEL:

  
\_\_\_\_\_  
Joseph Mando

For the City of Lakewood:

  
\_\_\_\_\_  
Michael P. Summers, Mayor

  
\_\_\_\_\_  
Timothy J. Malley, Police Chief

  
\_\_\_\_\_  
Jean M. Yousefi, HR Director

APPROVED AS TO LEGAL  
CORRECTNESS AND FORM

  
\_\_\_\_\_  
Kevin M. Butler, Law Director

**APPENDIX A  
WAGES**

	2014		2015		2016	
	<u>Annual Rate</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Hourly Rate</u>
Patrolman Grade III						
1 <sup>st</sup> Year	\$52,984.92	\$25.47	\$54,044.62	\$25.98	\$55,125.51	\$26.50
2 <sup>nd</sup> Year	\$55,773.60	\$26.81	\$56,889.07	\$27.35	\$58,026.85	\$27.90
Patrolman Grade II						
1 <sup>st</sup> Year	\$58,559.22	\$28.15	\$59,730.40	\$28.72	\$60,925.01	\$29.29
2 <sup>nd</sup> Year	\$61,347.90	\$29.49	\$62,574.86	\$30.08	\$63,826.36	\$30.69
Patrolman Grade I						
FTO/Special Operations	\$64,134.54	\$30.83	\$65,417.23	\$31.45	\$66,725.58	\$32.08
Reserve	3% Above Current Rate of Pay		3% Above Current Rate of Pay		3% Above Current Rate of Pay	
Safety Education Officer/Patrolman (22 years of service)	\$66,055.20	\$31.76	\$67,376.30	\$32.39	\$68,723.83	\$33.04
Investigator	\$67,981.98	\$32.68	\$69,341.62	\$33.34	\$70,728.45	\$34.00
Sergeant	\$76,317.42	\$36.69	\$77,843.77	\$37.42	\$79,400.64	\$38.17
Lieutenant	\$83,953.14	\$40.36	\$85,632.20	\$41.17	\$87,344.85	\$41.99
Captain	\$94,861.02	\$45.61	\$96,758.24	\$46.52	\$98,693.41	\$47.45

## APPENDIX B

### 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 <u>deductible</u> ?	\$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 <u>deductibles</u> 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</u> of <u>providers</u> ?	Yes, See MedMutual.com/SBC or call 800.540.2583 for list of participating providers.	If you use an in-network doctor or other health care <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.

Page 1 of 6  
504935999  
EEN1331959305994-00023

**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



- **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	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—
If you have a test	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—
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)	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.

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 or call 800.540.2583 to request a copy.

Page 2 of 8

504835999

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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
<b>If you need immediate medical attention</b>	Emergency room services	No charge after deductible		----none----
	Emergency medical transportation	No charge after deductible	30% coinsurance	----none----
<b>If you have a hospital stay</b>	Urgent care	No charge after deductible	30% coinsurance	----none----
	Facility fee (e.g., hospital room)	No charge after deductible	30% coinsurance	----none----
	Physician/ surgeon fee (inpatient)	No charge after deductible	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	No charge after deductible	30% coinsurance
Delivery and all inpatient services		No charge after deductible	30% coinsurance	----none----
<b>If you need help recovering or have other special health needs</b>	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.  
 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 or call 800.540.2583 to request a copy.

Page 3 of 8  
 504935999  
 BEN1331959385994-00323

**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
<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

## 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.cco.cms.gov](http://www.cco.cms.gov).

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.

Page 5 of 8

504935999

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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

### 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:
<b>What is the overall deductible?</b>	<b>\$300/single, \$600/family Network</b> <b>\$300/single, \$600/family Non-Network</b> Doesn't apply to co-insurance, copays and network preventive care	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> 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 <b>deductible</b> .
<b>Are there other deductibles for specific services?</b>	No	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
<b>Is there an out-of-pocket limit on my expenses?</b>	<b>Yes, \$1700/single, \$3400/family Network</b> <b>\$2,000/single,</b> <b>\$4,000/family Non-Network</b>	The <b>out-of-pocket limit</b> 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.
<b>What is not included in the out-of-pocket limit?</b>	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 <b>out-of-pocket limit</b> .
<b>Is there an overall annual limit on what the insurer pays?</b>	No	The chart starting on page 2 describes any limits on what the plan will pay for <b>specific</b> covered services, such as office visits.
<b>Does this plan use a network of providers?</b>	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 <b>provider</b> , 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 <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> .
<b>Do I need a referral to see a specialist?</b>	No	You can see the <b>specialist</b> you choose without permission from this plan.
<b>Are there services this plan doesn't cover?</b>	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 <b>excluded services</b> .

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.

Page 1 of 6  
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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

 **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 <u>deductible</u> ?	\$300/single, \$600/family Network \$300/single, \$600/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 <u>deductibles</u> 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, \$2,000/single, \$4,000/family Network \$2,000/single, \$4,000/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</u> of <u>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).  
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Page 1 of 8  
504935699  
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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



- **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
If you have a test	Preventive care/ screening/ immunization	No charge	Not Covered	----none----
	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----

Questions: Call 800.540.2583 or visit us at 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 or call 800.540.2583 to request a copy.

**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

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	10% coinsurance	30% coinsurance	----none----
	Urgent care	10% coinsurance	30% coinsurance	----none----
If you have a hospital stay	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----
If you have mental health, behavioral health, or substance abuse needs	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	10% coinsurance	30% coinsurance
Delivery and all inpatient services		10% coinsurance	30% coinsurance	----none----
If you need help recovering or have other special health needs	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----

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.

Page 3 of 8  
 504935999  
 BEN1331956993013-00025

**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

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 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

### 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 covered services 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 X61565 or [www.cco.cms.gov](http://www.cco.cms.gov).

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.

Page 5 of 8  
E04935999  
EEN1331963393013-00025

## 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

### 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.

**CATAMARAN Rx: Non-AFSCME Pharmacy Coverage**

Coverage Period 1-1-2014 -12-31-2014

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 <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 C**  
**FUNERAL LEAVE MEMORANDUM OF UNDERSTANDING**  
**(to be appended hereto)**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF LAKEWOOD  
AND THE WESTERN CUYAHOGA LODGE NO. 25,  
FRATERNAL ORDER OF POLICE, LAKEWOOD DIVISION**

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The parties agree that for the duration of their collective bargaining agreement effective January 1, 2014, Section 15.03, within Article 15, Special Leaves, shall be interpreted so as to permit employee members two (2) days of funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time, if a death occurs to a niece or nephew in addition to those other persons listed in that section.

Within the period of time during which this memorandum of understanding is effective, the parties shall gauge its impact on operations, placing them in a position to determine whether funeral leave for nieces and nephews shall be permitted as a part of the subsequent collective bargaining agreement.

*(The signature page follows.)*

**For the Western Cuyahoga Lodge No. 25,  
Fraternal Order of Police, Lakewood Division:**

**For the City of Lakewood:**

By: Michael P. Summers  
Michael P. Summers, Mayor

By: Robert Zbydrowski  
Robert Zbydrowski

By: Timothy J. Malley  
Timothy J. Malley, Police Chief

By: Steven Spactzel  
Steven Spactzel

By: Jean M. Yousefi  
Jean M. Yousefi, HR Director

By: Robert Pulius

**Approved as to correctness and legal form:**

By: S. Trivitta

By: Law Director  
Law Director

By: May Culy

By: Bob E. Smith

By: \_\_\_\_\_

Proposal To The City Of Lakewood  
From Fraternal Order Of Police Lodge #25  
Patrol Officers And Promoted Units  
November 20, 2013

Me-Too Provision:

The City agrees that if in its negotiations of 2014 labor contracts, it negotiates with another union a higher base wage increase or a more favorable health insurance plan-design (including lower premium contributions and/or a lesser out of pocket maximum), these modifications will be applied to this bargaining unit. Arbitration decisions shall not trigger this me-too obligation.

AGREED :

FOR THE CITY :

Kim McEly, LAW DIRECTOR  
Dan M. [unclear] HR Director  
Michael P. [unclear] Mayor

FOR THE UNION :

~~Steve [unclear]~~  
RADA  
Committee Chairman  
[unclear]  
[unclear]  
Robert P. [unclear]  
& [unclear]

**APPENDIX D**  
**'ME-TOO' MEMORANDUM OF UNDERSTANDING**  
**(to be appended hereto)**