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AGREEMENT

BETWEEN

THE CITY OF LAKEWOOD

AND

LOCAL UNION 1043

AND

OHIO COUNCIL 8

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL
EMPLOYEES, AFL-CIO**

Public Works Chapter

January 1, 2014 to December 31, 2016

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ARTICLE 1

PURPOSE

1.01 This Agreement is made between the City of Lakewood, Ohio, hereinafter referred to as the "City," and Ohio Council 8 and Local 1043 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union." The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term "employee" or "employees" where used herein, refers to all regular full-time and part-time employees in the bargaining unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2

RECOGNITION

2.01 The Union is recognized as the sole and exclusive representative for a bargaining unit of all regular full-time and part-time Department of Public Works employees in the classifications contained in Appendix A for the purpose of establishing terms and conditions of employment, but excluding all Foreman Class A, supervisors, professionals (as defined by the collective bargaining act), office clerical, administrative employees, guards and security (as defined by the Collective Bargaining Act) and students. The City will not recognize any other union, organization or person as the representative for any of the Department of Public Works employees in the bargaining unit.

2.02 Notwithstanding Section 2.01 the parties have mutually agreed to add to this bargaining unit the Traffic Signal Tech I and Traffic Signal Tech II positions. The parties have jointly petitioned SERB to make these changes.

ARTICLE 3

NON-DISCRIMINATION

3.01 The Employer and the Union agree that there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry. The Employer further states and the Union approves that no such discrimination shall be practiced against any applicant for employment.

ARTICLE 4

CHECK-OFF

4.01 All employees in the bargaining unit covered by this Agreement who are members of the Union on the date this Agreement is signed, and all other employees in such bargaining unit who become members of the Union at anytime in the future, shall, for the term of this Agreement, continue to be members of the Union, and the City will not honor dues deduction (check-off) revocations from any such employee except as provided herein.

4.02 The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt of individual authorization cards voluntarily executed by an employee for that purpose and bearing the employee's signature, provided that:

4.03 An employee shall have the right to revoke such authorization by giving written notice to the City and the Local Union Treasurer at anytime during the thirty (30) to forty-five (45) days preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right for an employee to revoke during that period.

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

4.05 The parties agree that the employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union dues or fair share fees (agency fees). The Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to the Article, unless specifically accepted above.

4.06 All bargaining unit employees who are not members of the Union shall pay a fair share fee to the Union equal to that deducted from Local 1043 members. The City shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by AFSCME to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the Ohio Council 8 Regional Office.

4.07 Likewise, employees who do not become members of the Union shall pay a fair share fee, effective sixty (60) days from the employee's date of hire, as a condition of employment.

4.08 The deduction of the fair share fee from any earning of an employee shall be automatic and does not require a written authorization for payroll deduction.

4.09 Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

4.10 Employees may authorize the City to deduct voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE) by payroll deductions (check-off). Upon receipt of the employee's PEOPLE deduction authorization, the City shall make the deduction and remit monthly to PEOPLE all such deducted contributions. PEOPLE contributions shall be deducted and processed separately from dues or fair share deductions.

ARTICLE 5

MANAGEMENT RIGHTS

5.01 Except as specified otherwise in this Agreement, the City has the right and responsibility to: 1) determine matters of inherent managerial rights, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards or services, its overall budget, utilization of technology and organization structure; 2) direct, supervise, evaluate and hire employees; 3) maintain and improve the efficiency and effectiveness of the City's operations, including the right to reorganize, discontinue, enlarge or contract any work; 4) manage the operations and determine the overall methods, process, means or personnel by which the City's operations are to be conducted; 5) suspend, discipline or discharge for just cause; 6) layoff, transfer (including the assignment and allocation of work) within departments or to other departments, assign, schedule, promote or retain employees; 7) determine the adequacy of and direct the work force; 8) determine the overall mission of the City as a unit of government and take actions to carry out that mission; 9) effectively manage and direct the work force and operations; 10) control the premises and facilities, and determine the number and location of facilities; 11) promulgate and enforce reasonable employment rules and regulations; 12) introduce new and/or improved equipment, methods and/or facilities; 13) determine the size, duties and work methods of the work force; 14) determine the number of shifts required and work schedules; 15) establish, modify, consolidate or abolish jobs (or classifications); 16) determine the manner in which the work is to be processed or to be subcontracted to outside, independent companies; 17) determine staffing patterns, including but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

5.02 The foregoing is subject to the restrictions and regulations governing the exercises of these rights as are expressly provided herein.

ARTICLE 6 NO STRIKE

6.01 The Union 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, walkout, concerted "sick" leave or mass resignation, work stoppage, picketing or interference of any kind at any operation or operations of the City for the duration of this Agreement.

6.02 Violations of Section 1 of this Article shall be proper cause for discharge or other disciplinary action by the City.

6.03 The Union shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage or other interference at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

6.04 The City shall not lockout any employees for the duration of this Agreement.

ARTICLE 7

BULLETIN BOARDS

7.01 The City shall provide the Union with a locked bulletin board in each of the following divisions:

- A. Refuse and Recycling, Waste Water Treatment Plant, Streets and Forestry, Fleet Management, Parks and Public Property, Water and Waste Water, and other areas where time clocks are utilized provided that:
 1. Such bulletin boards shall be used only for posting notices bearing the written approval of the President of the Union or an official representative of Ohio Council 8, and shall be solely for Union business.
 2. No notice or other writing may contain anything political, controversial or critical of the City or any other institution, or any employee or other person.
 3. Upon request from the appropriate official of the City or designee, the Union will immediately remove any notice or other writing that the City believes violates the aforementioned, but the Union shall have the right to grieve such action through the grievance procedure.

7.2 Keys shall be provided only to the Union President, Division Stewards and the Director of Public Works.

ARTICLE 8

UNION REPRESENTATION

8.01 Employees selected by the Union to act as Union representatives for the purpose of processing and investigating grievances under the grievance procedure shall be known as "stewards." Each steward shall have an alternate who shall act in the absence of the steward. The City will recognize the following stewards:

One Chief Steward

- One Steward Fleet Management
- One Steward Parks and Public Property/Division of Aging/ Custodian
- One Steward Refuse and Recycling
- One Steward Streets and Forestry/ Parking Enforcement
- One Steward Waste Water Treatment Plant
- One Steward Water and Waste Water

8.02 A steward must work in the division and on the shift which the steward represents, and shall not function as a Union representative elsewhere or on any other shift, except the shifts in the Waste Water Treatment Plant.

8.03 No Union meetings or other Union activities shall take place during working hours without prior approval of the division head or the Director of Public Works. However, a steward may

grievance. It is understood that the parties shall attempt to resolve the grievance at this step of the grievance procedure (through the process of negotiated settlements of each grievance). Each party shall be permitted time to caucus in order to settle grievances (at this step). While it is desirable to have each grievance settled or answered in an informal manner at the meeting, nevertheless, settlement agreements shall be put in writing and signed by the parties no later than five (5) working days after the Step II meeting. Likewise, unresolved grievances shall be answered, in writing, by the Director of Public Works no later than five (5) working days after the Step II meeting, and shall be sent to the Union President, grievant, Ohio Council 8 representative and stewards.

Step III. If the grievance is not settled in Step II, the Union may submit the grievance to the Director of Human Resources no later than five (5) working days after the Step II answer is received. The Mayor and/or Director of Human Resources (the designee), the Director of Public Works and other appropriate personnel shall convene a meeting with the Union grievance committee together with a representative from Ohio Council 8. Such meeting shall be held at a mutually convenient time, but not later than ten (10) working days after the appeal of the Step II answer. Suspensions which are appealed through the grievance procedure shall be submitted directly to Step II. Terminations which are appealed through the grievance procedure shall be submitted directly to Step III.

While it is desirable to have each grievance settled or answered in an informal manner at the meeting, settlement agreements shall be put in writing and signed by the parties no later than seven (7) working days after the Step III meeting. Likewise, unresolved grievances shall be answered, in writing, no later than seven (7) working days after the Step III meeting, and shall be sent to the Union President with a copy to the Ohio Council 8 representative and the grievant.

Provided that before a matter is declared to be at an impasse, either party may refer the grievance to the Mayor. The Mayor shall have seven (7) working days to render a decision after reviewing the facts and, if necessary, after hearing oral presentation. The Union may, after receiving the Mayor's decision, refer the grievance to Step IV of the contractual grievance/arbitration procedure. Policy grievances may be submitted directly to Step III of the Grievance Procedure.

Step IV. If the grievance is not satisfactorily settled at Step III, the Union shall give, within six (6) months after receipt of the Step III answer, the City written notice of its intent to appeal the grievance to arbitration. The City and the Union shall meet to select an arbitrator from the following panel of

arbitrators: Nels Nelson, James Mancini, Harry Graham, David Pincus and Robert Stein. The fees and expenses of the arbitrators shall be borne equally by the parties. Arbitration hearings shall be held in the City of Lakewood, on City property. The Union may select up to five (5) members to attend the hearing (including officers and witnesses) who shall not lose any regular straight time pay for the time off the job while attending any arbitration procedure.

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

10.04 The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the City and the Union and/or between the City and employee(s). All hearings shall start at a mutually agreeable time. The Union may make non-substantive amendments to the grievance at Steps I, II and III. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding on the City, the Union and employee(s). A grievance may be withdrawn by the Union at any time during Steps I, II, III or IV of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. The grievant may be present and participate at each step of the grievance procedure. A copy of the grievance shall be attached to each grievance answer, withdrawal or scheduling notice.

10.05 Time limits set forth in a grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding on both parties and either party's failure to meet its time limits shall result in a decision for the other party. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays or holidays. It is understood that there shall be written acknowledgment noting the time and date the Union and the City have received the grievance in each respective step during the grievance procedure. All withdrawals of grievances by the Union shall be in writing with a copy being sent to the Director of Public Works.

10.06 There shall be a grievance committee consisting of the Union President, Vice President, Chief Steward, Secretary and Division Steward, and any other person mutually agreed upon.

10.07 Any grievance which has been appealed to arbitration may be referred to grievance mediation by either party. The parties shall attempt to use a commissioner provided by the Federal Mediation and Conciliation Service (FMCS) for the purpose of serving as a mediator in any dispute. If such commissioner is not readily available, the parties may select another mediator by either mutual agreement or through a list provided by FMCS pursuant to that organization's rules of conciliation. The cost for any mediation shall be shared equally by the parties.

10.08 Mediation efforts shall be informal in nature. The mediator may employ all the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the proceeding shall be taken. Formal rules of evidence will not apply and there will be no

continuous hours of driving, an employee may request to be relieved and, unless working under emergency conditions, the employee's request shall be honored.

Any employee required by the City to leave work after sixteen (16) consecutive hours shall be entitled to a rest period of eight (8) continuous hours, during which time the employee shall not be required to work. Employees shall have the option of using vacation time or sick leave to cover rest periods, as referenced in this article, that occur during the employees, regular work hours. The application of sick hours, in these instances, shall not count against an employee's attendance record, attendance bonus, nor shall it accrue toward absenteeism.

13.05 Where two (2) or more employees are qualified to do the job whose hours are being changed, the City shall request volunteers by seniority. If no employee volunteers then, if practical, the least senior employee shall be required to make the change.

13.06 The winter second and third shifts shall be offered to the Division of Streets and Forestry employees who volunteer and who are certified under the salting and plowing guidelines. The qualified list shall be posted for fifteen (15) days prior to the season.

13.07 If an insufficient number of qualified employees volunteer, the City shall assign this work to the least senior qualified employee and one (1) group leader per shift in the Division of Streets and Forestry.

13.08 Shift Operators and Plant Attendants at the Waste Water Treatment Plant may trade shifts with other employees in their own classifications so long as they trade for: 1) a shift in the same twenty four (24) hour period; 2) within the same pay period; and 3) so long as the trade does not cause them to work sixteen (16) consecutive hours.

ARTICLE 14 OVERTIME - PREMIUM PAY

14.01 All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in any one (1) workweek, and for all full-time employees all hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the commencement of the employee's shift.

14.02 All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on Saturday, Sunday or any holiday as defined herein or in the ordinances, except those employees who are working on a rotating shift, and those employees normally scheduled to work on Saturday, Sunday and holidays. All employees who are required to work on Thanksgiving, Christmas or New Year's Day shall receive a rate of two (2) times their basic pay rate for all hours worked.

14.03 Employees who are on vacation are considered to be on vacation for a 24 hour period. Employees who are required to work due to an emergency while on vacation will receive a rate of two (2) times their pay rate for all hours worked. An employee who volunteers to work overtime

Public Works), the City may assign the work to qualified employees from the city-wide seniority list in reverse order of seniority.

15.05 Classified employees who refuse overtime in their current classification shall not be eligible for overtime in another classification for that same call out.

15.06 Snow Plowing/Salting

- A. When snow plowing/salting overtime is necessary, the City shall offer the available overtime to employees who are qualified for the available work within the same division, in accordance with seniority, on a rotating basis. An employee shall have the right to waive his right under this provision and will not be eligible for overtime unless the waiver is withdrawn, in writing, by the employee.
- B. If an insufficient number of employees accept the overtime work, the City shall then offer any remaining overtime to qualified employees from the citywide seniority list, in accordance with seniority, on a rotating basis.
- C. If an insufficient number of employees accept the overtime work, the City may then assign the overtime work to qualified employees in reverse order of seniority from the citywide seniority list.

15.07 Division of Water and Wastewater special provisions for Group Leader and Power Digger Operator overtime:

- A. Classified overtime for Group Leaders and Power Digger Operators shall be designated as a water job, sewer digging job, sewer maintenance job or metering job and shall be offered in the following order, in accordance with seniority, on a rotating basis. An employee shall have the right to waive the right under this provision and will not be eligible for overtime unless the waiver is withdrawn, in writing, by the employee.
 - 1. The Group Leader or Power Digger Operator who ordinarily work with the crew that performs that work.
 - 2. Other members of that crew.
 - 3. Other Group Leaders or Power Digger Operators in the division.
 - 4. Other qualified employees in the division.
 - 5. Other qualified employees citywide.
- B. If a sufficient number of employees still have not been obtained and the situation constitutes an emergency (as declared by the Mayor, the Director of Public Works or the Acting Director of Public Works), the City may assign the work to qualified employees from the city-wide seniority list in reverse order of seniority.

15.08 Once the Mayor, the Director of Public Works or the Acting Director of Public Works has declared an emergency, the appropriate steward or Union President shall be notified within twenty-four (24) hours.

15.09 A record of all overtime hours worked by or credited to each employee, by classification, by division, and in a payroll period, shall be recorded on lists by the City and posted in each division. The lists shall be updated in a timely fashion

15.10 Supervisory employees shall not work bargaining unit overtime if members of the bargaining unit are available. College and temporary employees shall not work bargaining unit overtime work.

15.11 When overtime is necessary, and the overtime is a continuous extension of the regular workday, and does not exceed one (1) hour and thirty (30) minutes, those employees working at the work site at the end of the workday shall be offered the overtime without regard to provisions set forth herein, if those employees offered the overtime refuse, if an emergency is declared by the immediate supervisor, they shall finish the assignment (work the overtime). An emergency is defined as an impairment in City services or operations, which cannot wait or be delayed until the beginning of the next regular workday. The steward shall be notified of the declared emergency within twenty-four (24) hours in that division.

15.12 If the employee is inadvertently passed over for required overtime, the employee shall be guaranteed the actual overtime lost and the employee shall be the next called until the overtime lost has been worked, and his name shall be placed on the call-out list as though the employee was not passed over. If an employee is passed over for overtime three (3) times in a rolling year, as determined by an upheld grievance, the employee will be paid on an hour-for-hour basis for the overtime lost on the third or subsequent instance.

15.13 When scheduled overtime becomes necessary, the employee shall be advised of the amount of overtime to be worked, however, if the employee is no longer needed for the scheduled time for any reason (ie, weather conditions, job completed, unable to continue job) than the employee will be paid for time worked or up to 4 hours, whichever is longer. Scheduled OT does not need to be offered in 4 or 8 hour increments. If an employee requests to leave the job site after working the scheduled amount of overtime, the employee's request shall be granted unless they are working under declared emergency conditions.

ARTICLE 16

GENERAL LEAVE/PERSONAL LEAVE

16.01 An employee who has completed their probationary period may request time off without pay for a period not to exceed thirty (30) calendar days in duration. Said personal leave may be granted by the Division Operations Manager, provided concurrence and approval are obtained from the Director of Public Works. It is agreed that request for personal leave will not be denied unreasonably. It is further agreed that the employee requesting personal leave shall give the City a minimum of two (2) weeks written notice, except in cases of extreme emergencies.

16.02 Should an employee require additional time over the thirty (30) day limit, an additional written request shall be presented for approval to the Director of Public Works, with concurrence by the Mayor or Human Resources Administrator.

16.03 An employee shall accumulate seniority only during the first thirty (30) days of their personal leave of absence.

16.04 All leaves of absence must be applied for and granted, in writing, on forms provided by the City (copy to the employee). An employee will be notified, in writing, within three (3) working days from the date the application was made, of the approval or disapproval of any leave of absence. An employee shall accumulate seniority during any leave of absence except during personal leaves of absence. Upon returning from leaves of absence, the Union will receive notification of the employee status.

16.05 If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave, direct the employee to return to work and impose disciplinary action.

ARTICLE 17 LEAVES OF ABSENCE

17.1 Funeral Leave

- A. If death occurs among members of the employee's family, such employee shall be granted funeral leave without loss of pay, benefits, days off, holidays or vacation, in accordance with the following schedule (time off must be consecutive and include the day of the funeral):
 - 1. Spouse, son, daughter, stepchild, mother, father, stepparent = 10 working days
 - 2. Brother, sister, grandparent, grandparent-in-law, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, Provided the employee attends the funeral = 5 working days
- B. If the death occurs outside of the continental United States and the employee does not attend the funeral, one (1) day's leave will be granted. One (1) day's leave will be granted in the event of the death of an aunt or uncle, niece or nephew, provided the employee attends the funeral. If an individual on funeral leave requests additional time off, additional days may be granted and charged to sick leave or vacation at the employee's option.

17.02 Jury Duty/Witness Duty Leave

- A. All employees shall be entitled to leave when subpoenaed for a court appearance or jury duty by the United States, the State of Ohio, or any court of record during regular working hours, unless such court appearance is in connection with the employee's personal business (e.g. traffic court, divorce

proceedings, etc.) This section shall not apply to employee's who appear in court on behalf of the City as part of their employment, as such appearances are compensated as hours worked.

- B. Employees eligible for Jury/Witness Duty Leave may keep any payment earned for such court time and be paid the employee's applicable hourly rate for all time spent on such leave. If the matter is in Lakewood Municipal Court, the employee shall forfeit any payment to the Finance Department. Employees shall return to work for any remaining hours of the work shift upon release from such court duty. If any employee is called to appear in court or is called to jury duty, outside the employee's regularly scheduled working hours or while on authorized paid leave, all monies received as compensation for such court service shall be retained by the employee.

17.03 Military Leave

- A. An employee shall be granted a leave of absence for military duty in accordance with state and federal law.
- B. A regular employee of the City who is temporarily called to active duty (e.g., summer training) shall be granted a leave of absence for the duration of such active duty and shall be paid at the employee's regular pay for a period not to exceed one hundred and seventy-six (176) hours in any calendar year, and shall accumulate vacation and sick leave credit during the period of such leave. An employee called or ordered to the uniform service for a period in excess of one hundred and seventy-six (176) hours in any calendar year as a result of an executive order of the President of the United States or an act of Congress, is entitled to a leave of absence and shall receive pay for each bi-weekly pay period as follows:
 - 1. The difference between the employee's regular gross monthly wages and the sum of the employee's gross uniform pay and allowances received during that bi-weekly period; or
 - 2. Five hundred dollars (\$500.00), provided that such payments do not result in an amount that exceeds the employee's gross wages for the period as a City employee.
- C. Employees returning to work after completion of temporary military duty shall supply their supervisor with a copy of official orders. Prior to active duty for training with the Reserve or National Guard, the responsibility of notifying the City, in writing, of the pending absence is solely that of the employee. Prior to the rehiring of individuals placed on extended active duty for training, a copy of orders stating such release must be presented to the Office of Human Resources.

D. Employees on military leave who thereafter return to employment with the City shall be reinstated at the current, applicable rate for his job, provided that the employee, who completes their active duty obligation (without voluntarily re-enlisting or extending that obligation) are entitled to their previous position according to the following schedule:

LENGTH OF TOUR	DAYS TO NOTIFY EMPLOYEE
1 – 30 Days	Next Business Day
31 – 180 Days	14 Days
181+ Days	90 Days

ARTICLE 18

MATERNITY/SICK TIME PAY

18.01 Effective January 1, 2002, all employees shall earn sick time pay at the rate of 4.6 hours for every eighty (80) hours paid and may accumulate such sick time to nine hundred and sixty (960) hours. Sick time pay may be utilized on account of illness or injury incapacitating the employee from working and requiring the employee's absence or to care for sick or injured, pregnant, or newborn members of the employee's immediate family. Immediate family for the purpose of this Article shall be defined as spouse (including same sex domestic partner), son, daughter, stepchild (including the children of a same sex domestic partner), mother, father or stepparent.

18.02 If the employee is absent from work for more than two (2) consecutive days, the employee must complete a Certificate of Illness or Injury form and have their physician complete the Attending Physician's Statement or attach an acceptable statement from the physician to the Certificate that indicates that the employee is able to return to regularly assigned duties.

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

18.04 Probationary employees shall receive no sick time during their probationary period, but will receive credit upon expiration of the probationary period for all time spent as a probationary employee.

18.05 In the event an employee becomes or continues to be incapacitated from work by illness or injury, after exhaustion of his acquired sick time, they may apply for donations of time according to the Sick Time Donation policy.

18.06 Sick Time and Conversion

A. Employees may accumulate one hundred and twenty (120) days (960 hours) of unused sick time and they shall be allowed to convert twenty-five (25) percent of said sick time into a lump sum cash payment, up to a maximum of thirty

(30) days of pay, upon retirement, resignation or death. This lump sum sick time conversion payment will be made within thirty (30) days after retirement, resignation or death. Any employee, at the time of their retirement, shall receive all terminal leave benefits, including vacation time, unused holiday time, accrued longevity or other unused compensatory time in one (1) lump sum payment.

- B. If an employee dies while in paid status, any terminal leave benefits to the employee's credit, as set forth herein, shall be paid pursuant to any order issued by the Probate Court or pursuant to the request of the trustee of the employee's trust.

18.07 Conversion of Sick Time Over One Hundred and Twenty (120) Days

- A. All employees in the Department of Public Works who have accumulated more than one hundred and twenty (120) days of sick time may convert on a three (3) to one (1) basis all days accumulated over one hundred and twenty (120) days into a lump sum cash payment at the end of each calendar year.

18.08 An employee must apply for FMLA leave 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. The City will notify employees regarding this obligation.

ARTICLE 19

SICK LEAVE WITHOUT PAY

19.01 A full-time, permanent hourly employee who has completed their probationary period shall be granted a leave of absence without pay (except to the extent the employee may be entitled to sick pay), for a period not to exceed six (6) months, because of personal illness or injury. Each situation will be evaluated on a case by case basis in accordance with the ADA and other Federal law. The employee may (at the employee's option) use any vacation pay prior to going on sick leave without pay.

19.2 If an employee is off work for an extended period (in excess of six (6) months) due to injury, or illness, the City may require that employee to be examined by a physician who specializes in occupational medicine. Each situation will be evaluated on a case by case basis in accordance with the ADA and other Federal law. The physician's decision regarding the ability to perform the essential functions of the job or the reasonable accommodation to perform such functions will be final and binding. Should it be determined by proper medical authority that the employee will not be able to return to work, perform the essential functions of the job and no reasonable accommodation exists which would allow the employee to continue working, the City shall have the right to require the employee to resign and apply for disability retirement.

ARTICLE 20

UNION LEAVE

20.01 At the request of the Union, a leave of absence with pay may be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention, or perform any other function on behalf of the Union necessitating a suspension of active employment for a period not to exceed two (2) days per contract year. The granting of such a leave will be based upon the operational needs of the employee's department.

20.02 The City agrees to the granting of a leave of absence without pay for one (1) employee selected by the Union to be employed by the Union under the following conditions:

- A. Leaves of absence shall not be longer than one (1) year in duration.
- B. All fringe benefits of the selected individual shall be terminated one (1) month following the start date of the leave of absence and shall be reinstated one (1) month prior to the employee's return.
- C. The selected employee shall not be permitted on City property to conduct any Union activity without written agreement.
- D. The selected employee shall not be entitled to accumulate any seniority during the employee's absence, and the employee's service time with the City shall be adjusted accordingly with days absent.
- E. Should a job posting be required to replace the selected employee on the leave of absence, the job posting shall indicate the position to be filled as temporary in nature.
- F. Upon completion of the leave of absence, the selected employee shall be returned to the position held prior to his leave of absence with all benefits and wages intact, and the employee's replacement shall return to his previous job.

ARTICLE 21

LAYOFFS

21.01 Whenever it is necessary for the City to reduce its bargaining unit forces, employees shall be laid off in the following order:

- A. Students.
- B. Temporary and seasonal employees.
- C. Employees who have not completed their probationary period.
- D. Part-time employees.

- E. Employees by citywide seniority in the classification to be laid off in reverse order of seniority.

21.02 All employees shall be laid off on the basis of seniority within the categories enumerated above. The City will layoff the employee(s) who has the least amount of seniority. If the seniority of two (2) or more employees is equal, the employees shall be laid off alphabetically, "Z" to "A." Employees with greater citywide seniority may bump less senior employees in classifications whose work they are qualified to perform. Employees who become subject to layoff or bumping shall be given reasonable notice.

21.03 In the event of a layoff, the City will advise the Union of the need for the layoff of bargaining unit employees. The City will layoff all employees noted in Section 21.01, Subsections A through C of this Article, before it lays off any regular employees. Therefore, if it is necessary to layoff regular employees as defined in Section 21.01 of this Article, Subsection D, it shall meet with the Union to review the seniority status of those scheduled for layoff.

21.04 In the event the City needs to fill the vacated positions, it shall do so on a temporary basis. The City shall post such temporary vacancies pursuant to the provisions noted in Article 23. Further, such vacancies will be posted at the same time that the City advised the Union of the need for a layoff, as defined above.

21.05 If no one bids on the vacancies, or if there are no eligible employees in other classifications, or if there are insufficient bidders, the City may fill such vacancies, in order of inverse seniority, as long as the employee is considered qualified to perform the available work and as long as the employee is not in the same job classification.

ARTICLE 22 RECALL FROM LAYOFF

22.01 Employees shall be recalled in the reverse order of their layoff. An employee on layoff 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 his 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 two (2) years. During this period of two (2) years, new bargaining unit employees shall not be hired until all qualified employees on layoff status desiring to work have been recalled, except that this restriction shall not apply to licensed personnel employed at the Waste Water Treatment Plant.

22.2 Employees involuntarily transferred to the Division of Refuse and Recycling shall be returned to their original division and classification in reverse order of the transfer when the assignment to the Division of Refuse and Recycling is no longer required.

ARTICLE 23 PROMOTION - JOB BIDDING

23.01 When Management announces that a vacancy has occurred in a job in the bargaining unit, or a new job is created, the City shall post for five (5) consecutive working days, on bulletin boards

within each division of the bargaining unit, notice of the opening. The notice shall contain the job title, rate of pay, division, brief job description, minimum qualifications, essential functions and the requirement for testing, if appropriate. If for the duration of the negotiated agreement testing has been previously required for a position, testing shall be required for all subsequent applicants, although the test may change to meet new conditions. All applicants applying for a position at the same time shall be given the same test and all interviews shall be standardized. In the event testing is required, all applicants shall be given the same written and/or practical test. The Union shall receive a copy of each job posting at or before the time of posting. Employees who wish to be considered for the posted job must file a written application with their Operations Manager not later than the end of the posting period. Applicants from outside the bargaining unit must meet the same qualifications as posted for bargaining unit applicants. If neither bargaining unit nor non-bargaining unit applicants meet all of the qualifications, and the City decides to revise the qualifications, the City shall re-post the revised qualifications within the bargaining unit before offering it to outside applicants.

23.02 The administration shall provide a receipt for all applications timely filed. All applicants will be reviewed by the City and the job awarded within ten (10) working days on the basis of experience, skill, ability and seniority to perform the work in question, provided that the City may reject any and all bids, if in its judgment, the applicant(s) are not qualified (as defined above) for the job. If the skill, ability and experience of two (2) or more full-time employees are substantially equal, seniority shall govern. If the skill, ability and experience of any combination of full- or part-time employees are substantially equal, the full-time employee(s) shall be given preference. By the end of the tenth (10th) working day, a notice shall be posted showing the name of the applicant selected for the opening and the date the applicant is scheduled to start at the new position, or indicating that no employee was selected. In the event no bargaining unit is selected, each employee who bid will receive a written notice explaining their non-selection. As soon as a selection is made, the City shall provide the Union with a list of employees, who bid, with each person's date of hire, along with the name of the employee selected. If the Union believes an employee has not been given due consideration for a promotion, the Union may submit a written Step III grievance to the Director of Human Resources within five (5) calendar days. Upon receipt of the grievance, the Director of Human Resources will conduct a hearing pursuant to Article 10.

23.03 An employee awarded a job under these provisions must successfully complete a physical examination and, upon completion of the aforementioned, will be given reasonable help and supervision, and shall be allowed a reasonable period of time to qualify, but not more than (90) calendar days. The employee will be considered to have qualified on the new job when the employee has satisfactorily performed the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when the employee's record, as to quality and quantity of work, meets the standard applicable to the job. The employee shall be notified, in writing, the date of the employee's qualification. If the employee failed to qualify, the employee shall be returned to the employee's former job. An employee who successfully bids into a new division will retain bargaining unit seniority.

23.04 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period.

24.03 Whenever any such holiday falls on Saturday, the preceding Friday shall be regarded as the holiday, and when any such holiday falls on Sunday, the Monday following shall be regarded as the holiday. When a holiday falls on the regularly scheduled workday of a shift worker, the employee shall be entitled to take, at the employee's option, the day before or after the holiday, or another day off. Shift Operators and Plant Attendants at the Waste Water Treatment Plant shall take their holidays, excluding personal days and birthdays, within ninety (90) days of when they occur. Any holidays not taken within this time frame shall be paid to the employee at the regular straight time rate.

24.04 The granting of paid holidays herein does not prevent the City, as an employer, from requiring any employee to report for work or to work on any holiday, if necessary, by reason of emergency or to carry on essential municipal functions. For the purpose of this section, an emergency is defined as any impairment to City services or operations, which cannot be delayed until the next workday.

24.5 The day after Thanksgiving shall not apply to individuals working in the Division of Refuse and Recycling or the Division of Waste Water Treatment Plant, who will receive an extra personal day, provided they give forty-eight (48) hours notice, and approval will be based on operational needs of the City.

24.6 Employees shall be permitted to use their birthday holiday in the same manner as their personal holidays anytime within the calendar year. Employees who utilize their birthday holiday and sever employment prior to their birthday shall repay the time to the City.

ARTICLE 25 VACATIONS

25.01 Each full-time employee who has been continuously employed by the City for one (1) year or more shall be entitled to vacation with pay on reaching his anniversary date based on the following schedule:

1 Year	80 Hours
7 Years	120 Hours
13 Years	160 Hours
19+ Years	200 Hours

25.02 In applying the above, all regular time worked will serve as a basis for vacation calculations. Regular time not worked but compensated by reasons of holiday, vacation or sick leave payments hereof and regular time neither worked nor directly compensated by the City, but for which an employee received Workers' Compensation because of injury sustained in the course of employment by the City shall be included in vacation time calculations.

25.03 Vacation time shall be earned in one (1) calendar year and taken in the subsequent calendar year, except that an employee's paid vacation leave shall be adjusted (or pro-rated) to reflect time spent on unpaid leave(s) of absence totaling thirty (30) days or more (i.e., for each thirty (30) days

spent on unpaid leave of absence, an employee shall lose one-twelfth (1/12) of regular paid vacation leave.

25.04 An employee may accumulate a total of fifty (50) working days of vacation time, excluding all vacation time earned in the anniversary year in which the cumulated vacation is taken. Vacation time acquired but not used in excess of fifty (50) working days shall be forfeited by an employee. If an employee is terminated (voluntarily) prior to taking his vacation, the employee shall receive the pro-rated portion of any fully earned but unused vacation leave at the time of separation from employment.

25.05 All vacations shall be granted and taken at such times as shall be mutually agreeable to the employee and the employee's manager insofar as possible. Where they are unable to agree, the decision of the division head shall govern. The manager shall permit the vacation to be taken on other than consecutive days. Each manager, on or about December 1st shall prepare and post in an accessible location, a vacation schedule so devised as to cause minimum interference with normal operations of the division. In the event of conflict between employees in regard to scheduled vacation time, bargaining unit seniority shall control. Lists shall be provided so employees may give their preference, according to seniority. The period to submit requests for scheduled vacation (February 15th to December 31st) shall be the preceding December 1st to the following February 15th. If requests are not made by February 15th, then that vacation request shall be treated as unscheduled vacation and seniority no longer governs. The period between January 1st and February 14th shall be considered, as unscheduled vacation and seniority shall not apply. All scheduled vacation requests shall be given answers, in writing, within three (3) working days of February 15th. All unscheduled vacation requests shall be approved/disapproved, in writing, within three (3) working days

25.06 In case of the death of a City employee, the unused vacation leave, to the credit of any such employee, shall be paid pursuant to state law: 1) to the surviving spouse; 2) to any one (1) or more of children over the age of 18; 3) to the mother or father of the deceased, preference being given to the order named or to the employee's estate.

25.07 If a recognized holiday falls within an employee's vacation leave, the employee shall not be charged for vacation leave for that day.

25.08 Notwithstanding the provisions of Ohio Revised Code 9.44 or any other statute or ordinance, employees hired before January 1, 1995, shall be credited with service time with the State or any political subdivision of the State. Employees hired after January 1, 1995, shall be credited only with service with the City of Lakewood.

ARTICLE 26

WAGES

26.01 Effective January 1, 2014 all bargaining unit wage rates shall be increased by two percent (2%), as specified in Appendix A of this agreement.

26.02 Effective January 1, 2015, all bargaining unit wage rates shall be increased by two percent (2%), as specified in Appendix B of this Agreement.

26.03 Effective January 1, 2016, all bargaining unit wage rates shall be increased by two percent (2%) as specified in Appendix C of this Agreement.

26.04 Effective January 1, 2014 the 12 month and 24 month step of wage schedule for the Mechanic – Fleet Management will be adjusted to the 12 month and 24 month step wage schedule of the Mechanic – WWTP and the Filter Press Operator position will be adjusted to the wage schedule of the Semi-Truck Driver.

ARTICLE 27 LONGEVITY COMPENSATION

27.01 Effective January 1, 2006, all full-time, hourly employees shall be paid in addition to their regular compensation, additional compensation based upon the number of continuous full years of service, including interim military service, as determined on the dates of June 15th and December 15th of each year in accordance with the following schedule:

5 Years	\$250.00	13 Years	\$650.00	21 Years	\$1,050.00
6 Years	\$300.00	14 Years	\$700.00	22 Years	\$1,100.00
7 Years	\$350.00	15 Years	\$750.00	23 Years	\$1,150.00
8 Years	\$400.00	16 Years	\$800.00	24 Years	\$1,200.00
9 Years	\$450.00	17 Years	\$850.00	25 Years	\$1,250.00
10 Years	\$500.00	18 Years	\$900.00		
11 Years	\$550.00	19 Years	\$950.00		
12 Years	\$600.00	20 Years	\$1,000.00		

27.02 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.

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

ARTICLE 28 CALL-IN PAY

28.01 A full-time employee who is called in to work at a time when the employee is not regularly scheduled to work and not adjacent to their normal shift shall be compensated for at least four (4) hours of work at the employee's applicable overtime rate of pay. This article does not apply to scheduled overtime. For purposes of this article, scheduled overtime will mean work mutually agreed to at least 8 hours prior to the start time of the work.

ARTICLE 29 STAND-BY/ON-CALL PAY

29.01 An employee shall receive two (2) hours pay at the employee's regular straight time hourly rate for every eight (8) hours of required stand-by duty, by the City. The City shall allow a

reasonable time in which to reach employees on stand-by. This pay shall be paid in addition to any hours that an employee is required to work on that day.

ARTICLE 30 SPECIAL ASSIGNMENTS

30.01 An hourly employee who is temporarily assigned to duties for which a higher wage is provided during any part of a regular time day shall be paid the regular time rate applicable to such duties for all of the regular time worked on such day at the rate for the special assignment next highest to his regular rate but not less than the twelve (12) month rate for the special assignment. If the assignment continues into or is made during overtime, the employee shall be paid the overtime rate applicable to such duties for the period of such overtime assignment. If by reason of multiple assignments, two (2) different rates of pay become applicable for the same day, the employee shall be paid the higher rate.

30.02 If an employee works a normal workday at a higher job rate and then is called to work overtime at a different and lower job rate, the employee will receive time and one-half (1-1/2) pay for the overtime at the employee's regular rate or the special assignment rate, whichever is higher. If an employee normally works at a specific job seventy (70) percent of the time in any pay period, the employee shall receive a specific job rate for the entire pay period, including vacation, sick leave and holidays.

30.03 No employee shall be assigned to duties for which a higher wage is provided who has not completed the required probationary period, as provided in Article 11, unless no other employee in that division is available to perform the assignment. An employee on probation shall not perform the assignment of an employee on layoff.

30.04 Non-bargaining unit personnel shall not be assigned to perform bargaining unit work if such assignment causes a layoff, job abolishment, or is such that the assignment eliminates a person in a temporary special assignment to a classification.

30.05 Stewards on special assignment shall clock in and out at their regular work site unless mutually agreed otherwise.

30.06 Special assignments shall not exceed thirty (30) days unless mutually agreed otherwise between the City and the Union.

30.07 All special assignments shall be documented in writing listing the duration of such special assignment, and a copy given to the Local Union President.

ARTICLE 31 HOSPITALIZATION AND INSURANCE

31.01 Effective January 1, 2014, monthly employee premium contributions shall be ten (10) percent for family coverage and thirteen (13) percent 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, monthly employee premium contributions shall be ten (10) percent for family coverage and thirteen (13) percent 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, monthly employee premium contributions shall be ten (10) percent for family coverage and thirteen (13) percent 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.

31.02 Health Insurance Plan design changes described in Appendix D have been agreed to for the period of this contract.

31.03 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 a health care plan or delivery system, the City shall meet and confer with the Union.

31.04 The City retains the right to eliminate the 100% plan and/or set the premium contributions if it chooses to offer such a plan.

31.05 In 2014 the City shall contribute to the AFSCME Care plan \$204.00 per month for each full-time, hourly employee within the bargaining unit. Said contribution shall provide supplemental coverage as follows:

Component	Cost
Dental (Level 2A)	\$ 34.00 per month
Hearing Aid	\$.50 per month
Life Insurance	\$ 7.50 per month
Vision (Level 2)	\$ 12.00 per month
Prescription Drugs	<u>\$150.00 per month (ends 12-31-2014)</u>
Total	\$204.00 per month

Additional prescription needs for a plan participant who exceeds the \$2,000.00 AFSCME maximum prescription coverage shall be covered under the Major Medical component of the health care plan or the City's self-funded program on a twenty percent (20%) co-pay basis. The AFSCME Health Care Plan must provide written certification to the Office of Human Resources that the plan participant has exceeded the \$2,000.00 annual maximum.

31.06 Beginning January 1, 2015 the City shall contribute to the AFSCME Care plan \$54.00 per month for each full-time, hourly employee within the bargaining unit. Said contribution shall provide Dental, Life Insurance, Vision and Hearing Aid coverage through the AFSCME Care Plan.

31.07 AFSCME Public Works Unit Members will move to the City's Prescription coverage effective January 1, 2015, and the City's contribution for prescription drugs under section 31.05 shall cease. Effective January 1, 2015 members who are not enrolled in a City sponsored health insurance plan may purchase the Pharmacy benefit as a standalone plan at 10% of the COBRA Rate for family coverage or 13% of the COBRA rate for single coverage. (See the standalone prescription plan and rate structure in Appendix D.)

31.08 Newly hired employees shall have their health care plan become effective on the first day of the month following their date of hire.

ARTICLE 32 UNIFORMS

32.01 The City shall provide each current employee seven (7) uniforms and shall provide each new hired employee with seven (7) uniforms upon completion of their probationary period. In accordance with Section 2 of this Article, the City shall replace all uniforms that are no longer wearable due to fair wear and tear, and those uniforms damaged in the line of duty that cannot be repaired. The damaged or worn uniforms must be turned in prior to new uniforms being issued. The City shall provide daily changes of coveralls for employees in the Water Maintenance and Waste Water Collection Divisions, and for employees of the Waste Water Treatment Plant and all mechanics. The City will also provide cleaning services, if any, for the Parking Meter Attendant's uniform.

32.02 The City shall continue to provide additional uniforms annually, pursuant to the current point system. Employees assigned to the Division of Fleet Management, the Division of Waste Water Treatment Plant and mechanics in the Division of Refuse and Recycling are eligible to expend **four hundred (400)** points and all other employees may expend **five hundred (500)** points per calendar year. Points may also be used to purchase boots and insulated coveralls in addition to the current offerings

32.3 Employees hired on or before December 31, 2009 shall receive an annual uniform allowance in the amount of Four Hundred Dollars (\$400.00) to be paid in the month of January. Employees hired after December 31, 2009 shall not receive this cash payment.

ARTICLE 33 TOOLS AND EQUIPMENT

33.1 The City shall provide all tools and equipment to employees for the proper and safe operation of their jobs.

ARTICLE 34 SAFE WORK PRACTICES

City shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance in Step IV of the grievance procedure. Any award of the arbitrator shall be retroactive from the date the City placed the rate into effect. Any rate and classification mutually agreed to by the City and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto.

37.02 No employee may maintain dual classification.

ARTICLE 38 MISCELLANEOUS

38.01 Prior to awarding a subcontract, the City will notify the Union of subcontracts entered into by the Department of Public Works and will confer with the Union concerning the effect, if any, on the bargaining unit. In the event of a declared emergency, the City may, at its discretion, enter into a subcontract without prior notice to the Union. However, the City shall meet with the Union within one (1) workday after the contract has been awarded.

Prior to subcontracting any work (and before putting out a Request for Proposals for such work) the City agrees to meet with the Union to discuss alternatives to subcontracting. Upon request, the City shall provide the Union with any cost information, performance audits, specifications, or other information it requires to propose an effective alternative to subcontracting. The City will consider the Union's "bid" or alternatives in good faith along with all other bids it may receive. Whether to accept the Union's bid or that of a subcontractor is within the discretion of the City.

38.02 The City shall make office space available to the Union for the purpose of conducting Union business.

38.03 If the City anticipates using welfare recipients, workfare participants or other such public assistance recipient participants to perform bargaining unit work, it will advise the Union and negotiate the effects on the bargaining unit or any welfare-to-work initiative prior to implementing the initiative.

38.04 It is agreed that a joint training committee shall be formed for the purpose of discussing potential training needs and opportunities. The committee shall consist of equal members from Management and the Union. This committee shall meet at least quarterly within executive labor/management meetings.

38.05 It is agreed that there shall be at least two (2) workdays in a calendar year set aside for training within the division. This is not a guarantee that all employees will be trained. The manager of the division shall post a volunteer list for training within the division bulletin boards. The volunteer list shall show the training to be offered, the date of the training and the number to be accepted. This list shall be posted at least ten (10) working days before the training is to take place. Picks for training shall be made by seniority first among the classified, second within the division and last city-wide among those who have applied.

38.06 The City shall offer training annually for employees wishing to obtain Commercial Driver Licenses (CDL) A, B, C or endorsements. Training shall be conducted on duty. The class size shall be limited by Management and operational needs.

- A. The employer shall reimburse the employee the cost of the first CDL an employee obtains, plus any endorsements to that license and any testing necessary to obtain it. In the event an employee leaves the employment of the City for any reason whatsoever (excluding death) within two (2) years of receiving training, licensing or endorsements at expense, the City shall deduct from the employee's final pay the cost of training, licensing and endorsements.
- B. In the event an employee is required to possess a CDL as a condition of employment and loses their license for any reason whatsoever, or receives more than eight (8) violation points, or fails any required testing, the employee shall be removed from their current position and temporarily reclassified for a period not to exceed ninety (90) days or such longer period as determined by the City, providing a position exists with the Department of Public Works. Such reclassification shall supersede the job posting procedure and may result in a reduction of wages, but shall not result in a promotion or increase in per hour rate of pay. When reclassified, the employee shall be placed in the wage tier for that position based upon the employee's date of hire.
- C. If no position is available or the employee is unable or refuses to perform the assigned duties, the employee shall be laid off without the right to bump other regular full-time or part-time employees. If the employee is able to obtain a CDL and has less than eight (8) violation points within ninety (90) days, or such longer period as determined by the City, the employee shall be returned to their previous classification.
- D. If the employee is unable to obtain the CDL within the prescribed time limits, the position shall be posted bargaining unit wide. Once the vacant position has been posted and filled, the employee on layoff status shall be recalled pursuant to the terms outlined in Article 23, Recall from Layoff, of the current negotiated agreement.

ARTICLE 39

ATTENDANCE BONUS

39.1 All full-time, hourly employees, hired on or before December 31, 2009, who complete a quarter of a year with perfect attendance from January 1st to March 31st; April 1st to June 30th; July 1st to September 30th; October 1st to December 31st; with no time lost for any reason whatsoever, excluding time off as a direct result of an on-the-job injury resulting in an absence of seven (7) workdays or less (consecutive or intermittent) for each separate and distinct injury (even if FMLA-qualifying), during the initial twelve (12) month period of treatment, shall be entitled to receive a bonus of twelve (12) times their hourly rate for each quarter in which no time absent is recorded. Vacations, holidays, funeral leave, military

leave, jury duty/witness leave, and Union leave shall not be counted as days absent. Tardiness, FMLA leave, personal leave, sick leave without pay, sick leave with pay; and workplace injuries exceeding seven (7) workdays (continuous or intermittent) regardless of the reason, shall be counted as time absent.

39.2 All full-time, hourly 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. Vacations, holidays, funeral leave, military leave, jury duty/witness leave, and Union leave shall not be counted as days absent. Tardiness, FMLA leave, personal leave (Article 16), sick leave without pay, sick leave with pay, and any workplace injuries exceeding seven (7) workdays (continuous or intermittent), regardless of the reason, shall be counted as time absent.

39.03 Employees hired after December 31, 2009, shall not be eligible for these bonuses.

ARTICLE 40 SPECIAL LICENSES

40.01 Employees that maintain the below listed licenses shall receive additional annual merit pay, in equal installments, upon receipt of the following licenses issued by the state:

Class I	Water Distribution License	\$500.00
Class II	Water Distribution License	\$1,000.00
Class I	Waste Water Treatment License	\$750.00
Class II	Waste Water Treatment License	\$1,000.00
Class III	Waste Water Treatment License	\$1,500.00
Class IV	Waste Water Treatment License	\$2,000.00
Class I	Laboratory Technician License	\$750.00
Class II	Laboratory Technician License	\$1,000.00
Class III	Laboratory Technician License	\$1,500.00
	ISA Certified Arborist	\$500.00
	Pool Operator Certification	\$500.00
	Class I Water/Waste Water Collection License	\$500.00
	Class II Water/Waste Water Collection License	\$1,000.00

ASE Certifications (Fleet Mechanics)

\$250.00/each to a Max of
\$2,500.00

40.02 The City will pay the required fees for the purposes of testing and maintaining licenses which are required for the employee's current position. Payment for testing and maintaining of CDL licenses is excluded from this provision, except as may be made pursuant to Article 38.06.

40.03 Employees working in a position that utilizes a Commercial Driver License (CDL) shall receive a one (1) time lump sum payment each year of \$50.00, payable on the first regular pay date in March.

ARTICLE 41 LEGALITY

41.01 If a court of competent jurisdiction invalidates any provision of this Agreement, that provision shall be null and void, but that determination shall not affect the validity of the remaining paragraphs of this Agreement. In the event a provision is determined unlawful, the Agreement shall be reopened on that provision and the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful alternative provision.

ARTICLE 42 PERSONNEL FILES

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

42.02 All permanently appointed employees shall have the right to examine their own personnel file (excluding all information related to their probationary period) with two (2) working days advance notice. Such request shall be forwarded through channels to the Director of Human Resources.

42.03 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 it through channels to the Director of Human Resources.

42.04 No unsubstantiated complaint shall be placed in an employee's personnel file and any disaffirmed disciplinary action shall be expeditiously removed from an employee's file.

42.5 Information in an employee's personnel file shall be considered confidential, subject to current law, and shall not be released to any outside agency or person without the signed consent of the employee.

ARTICLE 43 INJURY ON DUTY

43.01 An employee who suffers an injury or illness incurred during the course of and arising out of employment with the City shall receive their regular straight time earnings for a period not to exceed seven (7) calendar days following the initial date of injury. Any such time paid by the City shall not

be chargeable to accrued sick leave provided that the employee has reported the injury and sought treatment in accordance with the City's injury reporting procedures.

43.02 Should an employee re-aggravate the same injury within six (6) calendar months of the initial date of injury, the employee shall receive their regular straight time earnings for a period not to exceed three (3) working days. Such time shall not be chargeable to accrued sick leave provided that the employee has reported the injury and sought treatment in accordance with the City's injury reporting procedures. If the employee does not re-aggravate the same injury within six (6) months of the initial date of injury, any future such injury shall be covered under Section 1 above.

43.03 Should a claim be disallowed by the Ohio Bureau of Workers' Compensation (OBWC) for an injury because it was not a work related injury, any payment made by the City prior to such determination by the OBWC shall be deducted from the accumulated leave credits commencing with sick leave first.⁵⁶

ARTICLE 44 LABOR/MANAGEMENT COMMITTEE/SAFETY COMMITTEE

44.1 Labor/Management committees and Safety committees shall continue to meet quarterly at both divisional and executive (departmental) levels. The Executive Labor Management Committee shall consist of the Director of Human Resources, the Public Works Director, the Operations Managers, the Union Executive Board, the Ohio Council 8 Staff Representative, one rotating steward, and any other necessary parties.

ARTICLE 45 MILEAGE

45.01 All employees required to use their personal vehicles in the performance of their duties for the City, shall be reimbursed for actual work-related mileage at the IRS rate for mileage for business use.

ARTICLE 46

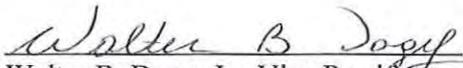
DURATION

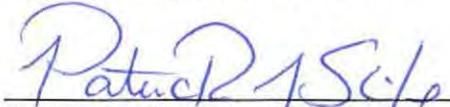
46.1 This Agreement represents an understanding between the City and the Union, and it shall be effective from January 1, 2014 through December 31, 2016, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after December 31, 2016, either party gives fourteen (14) days' notice of an intention to terminate this entire Agreement

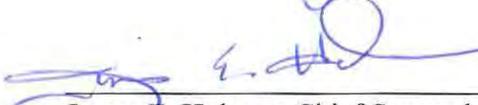
IN WITNESS WHEREOF, the parties have hereunto set their hands this 10th day of March, 2014.

FOR THE UNION, LOCAL 1043


Gerard R. Branco, President

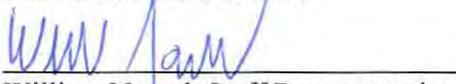

Walter B. Dagy, Jr., Vice President


Patrick J. Slife, Recording Secretary


James E. Holman, Chief Steward

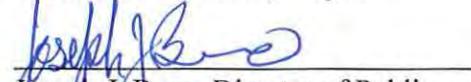

Timothy N. Hudson

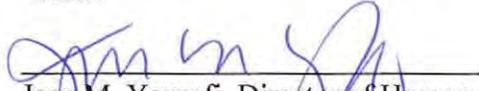
FOR OHIO COUNCIL 8


William Nowel, Staff Representative

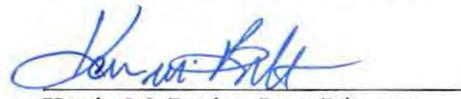
FOR THE CITY


Michael P. Summers, Mayor


Joseph J. Beno, Director of Public Works


Jean M. Yousefi, Director of Human Resources

APPROVED AS TO LEGAL
CORRECTNESS AND FORM


Kevin M. Butler, Law Director

APPENDIX A

Wage Rates per Year 2014

	2014 Start	2014 12 Months	2014 24 Months
Group I			
Body Painter Welder	\$23.36	\$24.07	\$25.85
Carpenter	\$23.36	\$24.07	\$25.85
Electrician	\$23.36	\$24.07	\$25.85
Group Leader	\$23.36	\$24.07	\$25.85
Sidewalk Inspector	\$23.36	\$24.07	\$25.85
Group II			
	2014 Start	2014 12 Months	2014 24 Months
Mechanic - Fleet Management	\$23.69	\$24.13	\$24.93
Street Sweeper Operator (with Mechanical component)	\$23.69	\$23.88	\$24.14
Asphalt Maintainer	\$22.57	\$22.75	\$23.01
Bricklayer	\$22.57	\$22.75	\$23.01
Building Park Maintenance	\$22.57	\$22.75	\$23.01
Finish Painter	\$22.57	\$22.75	\$23.01
Front End Loader	\$22.57	\$22.75	\$23.01
Meter Maintenance Crew	\$22.57	\$22.75	\$23.01
Pool Technician / Building Park Maintenance	\$22.57	\$22.75	\$23.01
Sidewalk Crew	\$22.57	\$22.75	\$23.01

Street Line Painter Sign Maker	\$22.57	\$22.75	\$23.01
Street Sweeper Operator	\$22.57	\$22.75	\$23.01
Tree Crew	\$22.57	\$22.75	\$23.01
Welder	\$22.57	\$22.75	\$23.01
Power Digger Operator	\$22.57	\$22.75	\$23.01

Group III	2014 Start	2014 12 Months	2014 24 Months
Sewer Digger Crew	\$21.99	\$22.16	\$22.41
Sewer Maintenance Crew	\$21.99	\$22.16	\$22.41
Streets / Construction Maintenance	\$21.99	\$22.16	\$22.41
Tow Motor Tractor	\$21.99	\$22.16	\$22.41
Tractor Operator	\$21.99	\$22.16	\$22.41
Vac-All Operator	\$21.99	\$22.16	\$22.41
Vac-Con Operator	\$21.99	\$22.16	\$22.41
Water Maintenance Crew	\$21.99	\$22.16	\$22.41
Refuse Driver	\$21.99	\$22.16	\$22.41
Traffic Signal Tech II	\$21.99	\$22.16	\$22.41

Group IV	2014 Start	2014 12 Months	2014 24 Months
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High Ranger	\$21.50	\$21.66	\$21.82
Leaf Vacuum Machine Operator	\$21.50	\$21.66	\$21.82
Roller Operator	\$21.50	\$21.66	\$21.82
Water Meter Reader	\$21.50	\$21.66	\$21.82
Brush Chipper Operator	\$21.50	\$21.66	\$21.82

Group V	2014 Start	2014 12 Months	2014 24 Months
----------------	-----------------------	---------------------------	---------------------------

Groundskeeper	\$19.90	\$20.24	\$20.97
Bob Cat Operator	\$19.46	\$19.67	\$20.53
Concrete Mixer Operator	\$19.46	\$19.67	\$20.53
Parking Meter Attendant	\$19.90	\$20.24	\$20.97
Traffic Signal Tech I	\$19.90	\$20.24	\$20.97

Group VI	2014 Start	2014 12 Months	2014 24 Months
-----------------	-----------------------	---------------------------	---------------------------

Chief Mechanic	\$24.70	\$25.44	\$27.20
Lab Technician	\$23.37	\$24.13	\$24.93
Mechanic - WWTP	\$23.37	\$24.13	\$24.93
Instrument Technician	\$23.37	\$24.13	\$24.93
Machinist	\$22.57	\$22.75	\$23.01
Semi-Truck Driver	\$22.57	\$22.75	\$23.01

Filter Press Operator	\$22.57	\$22.75	\$23.01
Maintenance Worker - WWTP	\$22.57	\$22.75	\$23.01
Maintenance Worker	\$21.24	\$21.95	\$22.66
Shift Operator	\$21.24	\$21.95	\$22.66
Assistant Lab Technician	\$19.90	\$20.61	\$21.34
Plant Attendant	\$19.47	\$20.17	\$20.91

Group VII	2014 Start	2014 12 Months	2014 24 Months
Cushman Operator - Refuse & Recycling	\$20.80	\$20.97	\$21.10
Concrete Saw Operator	\$19.70	\$20.08	\$20.76

2014	Start	6 Months	12 Months	24 Months	36 Months
Custodian	\$15.84	\$16.19	\$16.51	\$16.86	\$17.61
Laborer - Refuse & Recycling	\$15.56	\$15.91	\$16.24	\$18.36	\$20.46
Laborer	\$15.56	\$15.91	\$16.24	\$18.36	\$20.27
Cleaning Person	\$14.80	\$15.16	\$15.53	\$15.87	\$16.58

APPENDIX B

Wage Rates per Year 2015

Group I	2015 Start	2015 12 Months	2015 24 Months
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Body Painter Welder	\$23.83	\$24.55	\$26.36
Carpenter	\$23.83	\$24.55	\$26.36
Electrician	\$23.83	\$24.55	\$26.36
Group Leader	\$23.83	\$24.55	\$26.36
Sidewalk Inspector	\$23.83	\$24.55	\$26.36

Group II	2015 Start	2015 12 Months	2015 24 Months
Mechanic - Fleet Management	\$24.17	\$24.62	\$25.43
Street Sweeper Operator (with Mechanical component)	\$24.17	\$24.36	\$24.63
Asphalt Maintainer	\$23.02	\$23.20	\$23.47
Bricklayer	\$23.02	\$23.20	\$23.47
Building Park Maintenance	\$23.02	\$23.20	\$23.47
Finish Painter	\$23.02	\$23.20	\$23.47
Front End Loader	\$23.02	\$23.20	\$23.47
Meter Maintenance Crew	\$23.02	\$23.20	\$23.47
Pool Technician / Building Park Maintenance	\$23.02	\$23.20	\$23.47
Sidewalk Crew	\$23.02	\$23.20	\$23.47
Street Line Painter Sign Maker	\$23.02	\$23.20	\$23.47
Street Sweeper Operator	\$23.02	\$23.20	\$23.47
Tree Crew	\$23.02	\$23.20	\$23.47

Welder	\$23.02	\$23.20	\$23.47
Power Digger Operator	\$23.02	\$23.20	\$23.47

Group III	2015 Start	2015 12 Months	2015 24 Months
Sewer Digger Crew	\$22.43	\$22.61	\$22.86
Sewer Maintenance Crew	\$22.43	\$22.61	\$22.86
Streets / Construction Maintenance	\$22.43	\$22.61	\$22.86
Tow Motor Tractor	\$22.43	\$22.61	\$22.86
Tractor Operator	\$22.43	\$22.61	\$22.86
Vac-All Operator	\$22.43	\$22.61	\$22.86
Vac-Con Operator	\$22.43	\$22.61	\$22.86
Water Maintenance Crew	\$22.43	\$22.61	\$22.86
Refuse Driver	\$22.43	\$22.61	\$22.86
Traffic Signal Tech II	\$22.43	\$22.61	\$22.86

Group IV	2015 Start	2015 12 Months	2015 24 Months
High Ranger	\$21.93	\$22.10	\$22.25
Leaf Vacuum Machine Operator	\$21.93	\$22.10	\$22.25
Roller Operator	\$21.93	\$22.10	\$22.25

Water Meter Reader	\$21.93	\$22.10	\$22.25
Brush Chipper Operator	\$21.93	\$22.10	\$22.25

Group V	2015 Start	2015 12 Months	2015 24 Months
Groundskeeper	\$20.30	\$20.64	\$21.39
Bob Cat Operator	\$19.85	\$20.06	\$20.94
Concrete Mixer Operator	\$19.85	\$20.06	\$20.94
Parking Meter Attendant	\$20.30	\$20.64	\$21.39
Traffic Signal Tech I	\$20.30	\$20.64	\$21.39

Group VI	2015 Start	2015 12 Months	2015 24 Months
Chief Mechanic	\$25.20	\$25.95	\$27.75
Lab Technician	\$23.84	\$24.62	\$25.43
Mechanic - WWTP	\$23.84	\$24.62	\$25.43
Instrument Technician	\$23.84	\$24.62	\$25.43
Machinist	\$23.02	\$23.20	\$23.47
Semi-Truck Driver	\$23.02	\$23.20	\$23.47
Filter Press Operator	\$23.02	\$23.20	\$23.47
Maintenance Worker - WWTP	\$23.02	\$23.20	\$23.47
Maintenance Worker	\$21.66	\$22.39	\$23.12

Shift Operator	\$21.66	\$22.39	\$23.12
Assistant Lab Technician	\$20.30	\$21.03	\$21.77
Plant Attendant	\$19.86	\$20.57	\$21.33

Group VII	2015	2015	2015
	Start	12 Months	24 Months

Cushman Operator - Refuse & Recycling	\$21.21	\$21.39	\$21.53
Concrete Saw Operator	\$20.09	\$20.49	\$21.17

2015

	Start	6 Months	12 Months	24 Months	36 Months
Custodian	\$16.16	\$16.51	\$16.84	\$17.20	\$17.96
Laborer - Refuse	\$15.87	\$16.23	\$16.56	\$18.73	\$20.87
Laborer	\$15.87	\$16.23	\$16.56	\$18.73	\$20.67
Cleaning Person	\$15.10	\$15.46	\$15.85	\$16.19	\$16.91

APPENDIX C

**Wage Rates per
Year 2016**

	2016 Start	2016 12 Month	2016 24 Month
Group I			
Body Painter Welder	\$24.30	\$25.04	\$26.89
Carpenter	\$24.30	\$25.04	\$26.89
Electrician	\$24.30	\$25.04	\$26.89
Group Leader	\$24.30	\$25.04	\$26.89
Sidewalk Inspector	\$24.30	\$25.04	\$26.89
	2016 Start	2016 12 Month	2016 24 Month
Group II			
Mechanic - Fleet Management	\$24.65	\$25.11	\$25.94
Street Sweeper Operator (with Mechanical component)	\$24.65	\$24.84	\$25.12
Asphalt Maintainer	\$23.48	\$23.66	\$23.94
Bricklayer	\$23.48	\$23.66	\$23.94
Building Park Maintenance	\$23.48	\$23.66	\$23.94
Finish Painter	\$23.48	\$23.66	\$23.94
Front End Loader	\$23.48	\$23.66	\$23.94
Meter Maintenance Crew	\$23.48	\$23.66	\$23.94
Pool Technician / Building Park Maintenance	\$23.48	\$23.66	\$23.94

Sidewalk Crew	\$23.48	\$23.66	\$23.94
Street Line Painter Sign Maker	\$23.48	\$23.66	\$23.94
Street Sweeper Operator	\$23.48	\$23.66	\$23.94
Tree Crew	\$23.48	\$23.66	\$23.94
Welder	\$23.48	\$23.66	\$23.94
Power Digger Operator	\$23.48	\$23.66	\$23.94

Group III	2016 Start	2016 12 Month	2016 24 Month
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Sewer Digger Crew	\$22.88	\$23.06	\$23.31
Sewer Maintenance Crew	\$22.88	\$23.06	\$23.31
Streets / Construction Maintenance	\$22.88	\$23.06	\$23.31
Tow Motor Tractor	\$22.88	\$23.06	\$23.31
Tractor Operator	\$22.88	\$23.06	\$23.31
Vac-All Operator	\$22.88	\$23.06	\$23.31
Vac-Con Operator	\$22.88	\$23.06	\$23.31
Water Maintenance Crew	\$22.88	\$23.06	\$23.31
Refuse Driver	\$22.88	\$23.06	\$23.31
Traffic Signal Tech II	\$22.88	\$23.06	\$23.31

Group IV	2016 Start	2016 12 Month	2016 24 Month
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High Ranger	\$22.37	\$22.54	\$22.70
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Leaf Vacuum Machine Operator	\$22.37	\$22.54	\$22.70
Roller Operator	\$22.37	\$22.54	\$22.70
Water Meter Reader	\$22.37	\$22.54	\$22.70
Brush Chipper Operator	\$22.37	\$22.54	\$22.70

Group V

	2016 Start	2016 12 Month	2016 24 Month
Groundskeeper	\$20.70	\$21.05	\$21.82
Bob Cat Operator	\$20.25	\$20.46	\$21.36
Concrete Mixer Operator	\$20.25	\$20.46	\$21.36
Parking Meter Attendant	\$20.70	\$21.05	\$21.82
Traffic Signal Tech I	\$20.70	\$21.05	\$21.82

Group VI

	2016 Start	2016 12 Month	2016 24 Month
Chief Mechanic	\$25.70	\$26.47	\$28.30
Lab Technician	\$24.31	\$25.11	\$25.94
Mechanic - WWTP	\$24.31	\$25.11	\$25.94
Instrument Technician	\$24.31	\$25.11	\$25.94
Machinist	\$23.48	\$23.66	\$23.94
Semi-Truck Driver	\$23.48	\$23.66	\$23.94
Filter Press Operator	\$23.48	\$23.66	\$23.94

Maintenance Worker - WWTP	\$23.48	\$23.66	\$23.94
Maintenance Worker	\$22.09	\$22.84	\$23.58
Shift Operator	\$22.09	\$22.84	\$23.58
Assistant Lab Technician	\$20.70	\$21.45	\$22.20
Plant Attendant	\$20.26	\$20.98	\$21.75
Group VII	2016 Start	2016 12 Month	2016 24 Month
Cushman Operator - Refuse & Recycling	\$21.64	\$21.82	\$21.96
Concrete Saw Operator	\$20.49	\$20.90	\$21.60

	2016				
	Start	6 Months	12 Months	24 Months	36 Months
Custodian	\$16.48	\$16.84	\$17.18	\$17.54	\$18.32
Laborer - Refuse & Recycling	\$16.18	\$16.55	\$16.89	\$19.10	\$21.29
Laborer	\$16.18	\$16.55	\$16.89	\$19.10	\$21.09
Cleaning Person	\$15.40	\$15.77	\$16.16	\$16.51	\$17.24

Appendix D

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 or by calling 800.540.2583.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$160/single, \$300/family Network \$160/single, \$300/family Non-Network Doesn't apply to coinsurance, copays and network preventive care	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, \$1,600/single, \$3,000/family Network \$1,500/single, \$3,000/family Non-Network	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Copays, deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. See MedMutual.com/SBC or call 800.540.2583 for list of participating providers.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.

Questions: Call 800.540.2583 or visit us at MedMutual.com/SBC.
If you aren't clear about any of the 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.

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City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO



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

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
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.
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City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you need immediate medical attention	Emergency room services	No charge after deductible		-----none-----
	Emergency medical transportation	No charge after deductible	30% coinsurance	-----none-----
	Urgent care	No charge after deductible	30% coinsurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge after deductible	30% coinsurance	-----none-----
	Physician/ surgeon fee (inpatient)	No charge after deductible	30% coinsurance	-----none-----
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits		-----none-----
	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits		-----none-----
	Substance use disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance use disorder outpatient services (drug use)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance use disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits		-----none-----
If you are pregnant	Prenatal and postnatal care	No charge after deductible	30% coinsurance	-----none-----
	Delivery and all inpatient services	No charge after deductible	30% coinsurance	-----none-----
If you need help recovering or have other special health needs	Home health care	No charge after deductible		-----none-----
	Rehabilitation services (Physical Therapy)	No charge after deductible	30% coinsurance	-----none-----
	Habilitation services (Occupational Therapy)	No charge after deductible	30% coinsurance	-----none-----
	Habilitation services (Speech Therapy)	No charge after deductible	30% coinsurance	-----none-----
	Skilled nursing care	20% coinsurance		-----none-----
	Durable medical equipment	20% coinsurance		-----none-----
	Hospice service	No charge after deductible		-----none-----

Questions: Call 800.540.2583 or visit us at MedMutual.com/SBC.
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City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If your child needs dental or eye care	Eye exam (Child)	No charge	30% coinsurance	-----none-----
	Glasses	Not Covered		Excluded Service
	Dental check-up (Child)	Not Covered		Excluded Service

City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO

Excluded Services & Other Covered Services:

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

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

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

- Bariatric Surgery
- Chiropractic Care
- Private-Duty Nursing

Your Rights to Continue Coverage:

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

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

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

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City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO

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.

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: FFO

 **This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at MedMutual.com/SBC or by calling 800.232.7400.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$300/single, \$600/family Network \$300/single, \$600/family Non-Network Doesn't apply to co-insurance, copays and network preventive care	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other deductibles for specific services?	No	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, \$1700/single, \$3400/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 not included in the out-of-pocket limit?	Deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a network of providers?	Yes, See MedMutual.com/SBC or call 800.232.7400 for a list of participating providers.	If you use an in-network doctor or other health care <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 specialist?	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 later in the document. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 800.232.7400 or visit us at MedMutual.com/SBC.
 If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.232.7400 to request a copy.

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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 or by calling 800.540.2583.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$300/single,\$600/family Network \$300/single, \$600/family Non-Network Doesn't apply to coinsurance, copays and network preventive care	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other deductibles for specific services?	No	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit 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 not included in the out-of-pocket limit?	Copays, deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the Insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a network of providers?	Yes. See MedMutual.com/SBC or call 800.540.2583 for list of participating providers.	If you use an in-network doctor or other health care <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 specialist?	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.
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.

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City of Lakewood : Plan 2

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

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

Coverage for: Single or Family | Plan Type: PPO



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

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	10% coinsurance	30% coinsurance	---none---
	Specialist visit	10% coinsurance	30% coinsurance	---none---
	Other practitioner office visit (Chiropractic)	10% coinsurance	30% coinsurance	---none---
	Other practitioner office visit (Acupuncture)	Not Covered		Excluded Service
	Preventive care/ screening/ immunization	No charge	Not Covered	---none---
If you have a test	Diagnostic test (x-ray)	10% coinsurance	30% coinsurance	---none---
	Diagnostic test (blood work)	10% coinsurance	30% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	---none---
If you need drugs to treat your illness or condition	Prescription Drug Coverage	Not Covered by Medical Carrier	Not Covered	Excluded Service
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	---none---
	Physician/surgeon fees (Outpatient)	10% coinsurance	30% coinsurance	---none---

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City of Lakewood : Plan 2

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

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

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exceptions
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
	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits		none
If you have mental health, behavioral health, or substance abuse needs	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
	Prenatal and postnatal care	10% coinsurance	30% coinsurance	none
If you are pregnant	Delivery and all inpatient services	10% coinsurance	30% coinsurance	none
	Home health care	10% coinsurance		none
If you need help recovering or have other special health needs	Rehabilitation services (Physical Therapy)	10% coinsurance	30% coinsurance	none
	Habilitation services (Occupational Therapy)	10% coinsurance	30% coinsurance	none
	Habilitation services (Speech Therapy)	10% coinsurance	30% coinsurance	none
	Skilled nursing care	20% coinsurance		none
	Durable medical equipment	20% coinsurance		none
	Hospice service	10% coinsurance		none

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City of Lakewood : Plan 2

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

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

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exceptions
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:

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.

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

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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

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.

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: Pharmacy Coverage Coverage Period 1-1-2015 through 12-31-2016

Common Medical Event	Services You May Need	Your cost	Limitations and Exceptions
If you need drugs to treat your illness or condition. More information about prescription drug coverage is available at www.catamaranrx.com	Generic Drugs	\$5 Retail \$12.50 Mail Order	Retail = 34 day supply Mail order = 90 day supply
	Preferred brand drugs	\$10 Retail \$25 Mail Order	Retail = 34 day supply Mail order = 90 day supply
	Specialty drugs	\$10 Retail \$25 Mail Order	Specialty medications must be filled through Specialty pharmacy with 34 day supply

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 \$1700
	MMO 90/10 family	10%	\$125	Deductible stays at \$600; out-of-pocket maximum decreases to \$3400
2015	MMO 90/10 single	13%	\$100	Deductible increases to \$500; out-of-pocket max increases to \$1800
	MMO 90/10 family	10%	\$167	Deductible increases to \$1,000; out-of-pocket max increases to \$3600
2016	MMO 90/10 single	13%	\$125	Deductible stays at \$500; out-of-pocket max increases to \$2000
	MMO 90/10 family	10%	\$180	Deductible stays at \$1,000; out-of-pocket max increases to \$4000