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03/17/2014

**AGREEMENT**

**BETWEEN THE**

**THE CITY OF LAKEWOOD**

**AND**

**LOCAL UNION 1043**

**AND**

**OHIO COUNCIL 8**

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

**ADMINISTRATIVE EMPLOYEES CHAPTER**

**January 1, 2014 to December 31, 2016**

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**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. Failure by the Union to meet its time limits shall result in the abandonment of the grievance. Failure by the City to meet its time limits shall result in the grievance advancing to the next step. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays or holidays. It is understood that there shall be written 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 appropriate Directors.

**10.06** There shall be a grievance committee consisting of the Chapter Chairperson, Chief Steward, Chapter Secretary and applicable 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 procedural constraint regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference.

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

## **ARTICLE 11 PROBATIONARY PERIOD**

**11.01** New full-time employees shall be considered to be on probation for a period of ninety (90) calendar days and during such probationary period, the City shall have sole discretion to discipline or discharge such employees, and such actions during this period cannot be reviewed through the grievance procedure.

**11.02** If an employee is discharged or quits while on probation and is later rehired, the employee shall be considered a new employee and subject to provisions of Section 1 of this Article.

**11.03** Any City employee who works in a classification outside this bargaining unit shall be considered a new employee when transferred to this bargaining unit, except those who are currently members of an AFSCME bargaining unit. Any new employee in this bargaining unit who has had previous employment with the City of Lakewood shall retain all credits due towards longevity, vacation and sick leave accumulation.

## **ARTICLE 12 SENIORITY**

**12.01** Seniority, for the purpose of layoff, shall be an employee's uninterrupted length of continuous service with the City within a classification included in the bargaining unit. An employee shall have no seniority during the probationary period provided in Article 11, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Management personnel shall not accumulate any seniority while employed outside the bargaining unit.

**12.02** Upon the request of a Chapter Officer, but not more than twice a year, the City shall provide the Union with a copy of the seniority lists and these lists shall be updated every six (6) months. The seniority lists shall contain, in order of seniority, the name, division, classification and date of hire for each employee. The City also shall provide a second list in alphabetical order containing the employee's name, address, and telephone number. Seniority shall be broken when an employee:

1. Quits or resigns.
2. Is discharged for just and proper cause.
3. Is laid off for a period of more than twenty-four (24) consecutive months.
4. Fails to report to work when recalled from layoff within five (5) calendar days from the date on which the certified mail is received by the employee. The City will send the employee notice by certified mail (to the employee's last known address as shown on the City's records).
5. Is absent without leave for three (3) or more working days, unless a reasonable excuse for absence is shown.

**12.03** Bargaining unit employees appointed to the position of supervisor, shall lose all bargaining unit seniority rights on the ninetieth (90<sup>th</sup>) day following their appointment.

**12.04** Years of service for purposes of promotion shall be defined as years of service within a classification included in the bargaining unit.

## **ARTICLE 13 HOURS OF WORK**

**13.01** The normal workweek for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day, exclusive of the time allotted for meals, during the period starting at 12:01 a.m. Sunday to midnight Saturday. An employee's workday begins with the commencement of his regular shift. This section shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right to establish and change hours of work, shifts and schedule of hours, provided that this section shall not be construed to give the City the right to reduce the workweek below forty (40) hours per week for any full-time, permanent, hourly employee.

**13.02** In the event a change in hours of work becomes necessary, due to permanent or seasonal requirements, or a special project agreed to between the City and the Union, the individual(s) concerned and the Union shall be advised ten (10) working days prior to the change going into effect. If the Union requests, the parties shall meet and discuss the reasons for such changes. Further, if there is a dispute as to the change, the parties will attempt to resolve the dispute. It is recognized that the changes will not be made for arbitrary, capricious or discriminatory reasons.

**13.03** All employees shall be allowed not less than sixty (60) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules. Employees who currently work an eight and a half (8 1/2) hour day shall continue to receive a thirty (30) minute uninterrupted lunch period as part of their eight and a half (8 1/2) hour day.

**13.04** There shall be two (2) fifteen (15) minute rest periods on each shift each workday. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each shift, but they may not be scheduled immediately before or after the meal period, or at the start or end of a shift unless requested by the employee and agreed to by the City. Additionally, employees working overtime shall be entitled to a fifteen (15) minute break after two (2) hours of overtime.

**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 the least senior qualified employee shall be required to make the change.

**13.06** Should any part-time employee of the City be classified as full-time into a classification that they currently hold as part-time and within the same division, they shall be placed on the salary schedule at a step equal to, or the next higher step, than the employee's current wage rate. This wage rate shall be effective beginning the day of appointment into the full-time position.

**13.07** The City will not hire any new part-time employees at a rate of pay higher than the starting wage rate for the same full-time classification in the bargaining unit. Also, the City will not increase the wages of any part-time employees above the amounts listed in the Wage Scale for the length of service they obtain.

**13.08** AFSCME Admin bargaining unit members' regularly scheduled hours of work on Christmas Eve will consist of a 4-hour shift ending no later than 12:30 p.m., which will count at 8 regular hours for payroll purposes. In the event a member is required to work any hours over

the 4 hours worked due to the needs of the department, he or she will receive 1 regular hour of comp time for each hour worked beyond 4 hours, to be added to the member's comp time bank.

#### **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 called back from vacation or 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** In the event an employee is required to work any seven (7) consecutive days, the employee shall be compensated at the rate of double (2 times) his regular rate of pay for that seventh (7<sup>th</sup>) day, only provided that holiday, vacation or sick leave shall not be counted as days worked and the member actually worked 48 hours in the preceding 6 days.

**14.04** Overtime paid for work performed on a compensated holiday shall be in addition to the regular time compensated for such holiday, but holiday hours so compensated shall not again be used in any other overtime computations.

**14.05** When two (2) or more types of overtime are applicable to the same hours of work, only one (1) will be paid. In no cases will overtime be duplicated or pyramided.

**14.06** No credit will be allowed or premium payment made for overtime labor unless it is rendered pursuant to prior order of approval by the division head or other supervisory employee customarily authorized to grant such approval.

**14.07** Employees who work four (4) hours of overtime shall be entitled to a thirty (30) minute lunch period with pay, scheduled by the Director or designee.

**14.08** Except for emergencies, employees who report off from work because they are sick shall not be eligible for overtime for twenty four (24) hours from the start of the shift from which they called off sick. Such employees shall not be called for overtime for that period.

**14.09** Where the City and the employee agree, overtime may be paid in compensatory time at the overtime rate.

**ARTICLE 15  
EQUALIZATION OF OVERTIME**

**15.01** The City shall be the sole judge of the necessity of overtime. When overtime is necessary, the City shall offer the available overtime to employees in the following order:

1st-classified employees who normally perform the work on a daily basis, in accordance to seniority on a rotating basis;

2nd-qualified employees within the division, in accordance with seniority on a rotating basis;

3rd-qualified employees within the department, in accordance with seniority on a rotating basis;

4th-qualified employees city-wide, in accordance with seniority on a rotating basis.

**15.02** If a sufficient number of employees still have not been obtained, the City may assign the work to qualified employees from the city-wide seniority list in reverse order of seniority.

**15.03** Supervisory employees shall not work bargaining unit overtime if immediately qualified members of the bargaining unit are available. College and temporary employees shall not work bargaining unit overtime work.

**15.04** 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.

**15.05** If an employee is inadvertently passed over for overtime, the employee shall be the next called until the overtime lost has been worked.

**ARTICLE 16  
GENERAL LEAVE/PERSONAL LEAVE**

**16.01** An employee who has completed their probationary period may be granted time off without pay for a period not to exceed thirty (30) calendar days in duration. Said personal leave may be granted by the Director of the employee's department. It is agreed that requests 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, with concurrence by the Mayor or Human Resources Director.

**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**

### **17.01 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<br>mother, father, stepparent  | 10 working days |
| 2. Brother, sister, grandparent<br>grandparent-in-law, grandchild<br>mother-in-law, father-in-law,<br>brother-in-law, sister-in-law,<br>daughter-in-law, son-in-law,<br>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. A full-time employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence with pay for the period of jury or witness service. To be eligible for such pay, an employee must present certification of their call to

jury duty or witness duty. Only when jury duty or witness duty is in Lakewood Court, shall the employee reimburse the City any monies received from the Court.

- B. The parties expressly agree that the concept of jury duty pay is for the employee to be able to serve jury duty without the loss of compensation for such time, and not to provide a windfall for employees called to jury duty. Accordingly, jury duty pay will be calculated to ensure that the employee does not lose any straight-time compensation he/she would have earned absent jury service.

### **17.03 Military Leave**

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

## **ARTICLE 18 MATERNITY/SICK LEAVE WITH SICK TIME PAY**

**18.01** 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 partners), son, daughter, stepchild (including the children of a same-sex domestic partnership), 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 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 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.

**19.02** 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 without pay may be granted to one employee per calendar year who is either, (1) selected for a Union office, (2) employed by the Union, (3) required to attend a Union convention, or (4) 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. If the employee is the President, Vice President, Secretary, Treasurer, or Recording Secretary of Local 1043, the leave shall be with pay. The granting of such a leave will be subject to the operational needs as determined by the employee's department head.

**20.02** Based upon its operational needs, the City may grant a leave of absence without pay for one (1) employee selected by the Union to be employed by the Union. Such leave will be subject to the following conditions:

- A. Leaves of absence shall not be longer than one (1) year in duration. On the 366<sup>th</sup> day after such leave began, the employee will no longer have seniority under this Agreement. If the leave occurs during leap year then the employee will no longer have seniority after the 367<sup>th</sup> day after such leave began.
- B. All fringe benefits of the selected individual shall be terminated upon the start date of the leave of absence and shall be reinstated upon the employee's return. However, the employee will continue to be eligible for medical insurance according to the plan document.
- 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 AND RECALL**

**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, seasonal and part-time employees.
- C. Employees who have not completed their probationary period.
- D. Employees by city-wide seniority in the classification to be laid off in the reverse order of seniority.

**21.02** All employees shall be laid off by classification on the basis of seniority within the categories enumerated above. The City will lay-off by classification the employee(s) who has/have 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 city-wide seniority may bump less senior employees in classifications whose work they are qualified to perform without substantial additional training. 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 and B 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, Subsections C and D, it shall meet with the Union to review the seniority status of those scheduled for layoff.

**21.04** Employees shall be recalled in the reverse order of their layoff so long as the employee can perform the work without substantial additional training. An employee on layoff will be given five (5) calendar days' notice of recall from the date on which the certified mail is received by the employee. The City will send 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.

## **ARTICLE 22 PROMOTION/JOB BIDDING**

**22.01** 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 notice of the opening for seven (7) consecutive working days, on bulletin boards set forth in Article 7 of this Agreement and in the Public Works Department bargaining unit. 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. All applicants applying for a position at the same time shall be given the same test, if any, 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 the manager of the division where the vacancy exists 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.

**22.02** 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, and ability to perform the work in question. 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 employees are substantially equal, seniority shall govern. Applicants from the Public Works Department bargaining unit shall be considered only if no qualifying member of this bargaining unit employee has applied; Public Works unit employee applicants, though, shall be considered before non-employee applicants. By the end of the tenth (10<sup>th</sup>) 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 employee is selected, each employee who bid will receive a written notice explaining his or her 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 Human Resources Director within five (5) calendar days. Upon receipt of the grievance, the Human Resources Director will conduct a hearing pursuant to Article 10.

**22.03** An employee awarded a job under these provisions may be required to 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.

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

**22.05** An employee who wins a bid under this Article shall be prohibited from bidding for one (1) calendar year from the date the award is announced.

**22.06** Employees who are on layoff may bid under this Article.

**22.07** All interviews for posted positions shall be held on paid time and shall be face-to-face.

**22.08** Applicants from this bargaining unit shall be considered for Public Works Department bargaining unit positions only if no qualified members of that bargaining unit have applied;

Administrative Unit employee applicants, though, shall be considered before non-employee applicants.

**22.09** An employee promoted to a classification with a rate of pay higher than their current classification shall be placed at the next tier higher than their current rate of pay. An employee awarded a position equal to their current rate of pay shall enter into the pay scale at the tier that is equal to what they are currently being paid. An employee awarded a position with a pay rate lower than their current classification shall be placed at the highest tier of the new classification.

**ARTICLE 23  
HOLIDAYS**

**23.01** All full-time, hourly employees shall be entitled to the following paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Jr., Day	Day After Thanksgiving
President's Day	Christmas Day
Good Friday	Employee's Birthday
Memorial Day	Three (3) Personal Holidays
Independence Day	Labor Day

**23.02** No employee shall be compensated for holiday pay unless the employee works or is available for work on the employee's regularly scheduled workday immediately preceding and immediately following said holiday, unless excused because of vacation, funeral leave, jury duty, or because of illness or injury where an employee presents a note from a doctor immediately upon return to work. An employee who reports for work thirty (30) minutes or less late on the regularly scheduled day before or following a holiday shall be docked for the amount of time tardy and will not lose the holiday pay.

**23.03** 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. Any holidays not taken within this time frame shall be paid to the employee at the regular straight time rate.

**23.04** 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.

**23.05** 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 24 VACATIONS**

**24.01** 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

**24.02** 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 provisions 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.

**24.03** 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).

**24.04** 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 accumulated 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 prorated portion of any fully earned, but unused vacation leave at the time of separation from employment.

**24.05** All vacations shall be granted and taken at such times as shall be mutually agreeable to the employee and the employee's Supervisor insofar as possible. Where they are unable to

agree, the decision of the division head shall govern. The Supervisor shall permit the vacation to be taken on other than consecutive days. Each Supervisor, on or about December 1<sup>st</sup>, 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 (March 15<sup>th</sup> to December 31<sup>st</sup>) shall be the preceding December 1<sup>st</sup> to the following March 15<sup>th</sup>. If requests are not made by March 15<sup>th</sup>, then that vacation request shall be treated as unscheduled vacation and seniority no longer governs. The period between January 1<sup>st</sup> and March 14<sup>th</sup> 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 March 15<sup>th</sup>. All unscheduled vacation requests shall be approved/disapproved, in writing, within three (3) working days.

**24.06** 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.

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

**24.08** Notwithstanding Ohio Revised Code section 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. Employee hired after January 1, 1995, shall be credited only with service with the City of Lakewood.

## **ARTICLE 25 WAGES**

**25.01** Effective January 1, 2014, all bargaining unit wage rates and individual wage rates listed in the "special group" of the wage scale shall be increased by two percent (2%).

**25.02** Effective January 1, 2015, all bargaining unit wage rates and individual wage rates listed in the "special group" of the wage scale shall be increased by two percent (2%).

**25.03** Effective January 1, 2016, all bargaining unit wage rates and individual wage rates listed in the "special group" of the wage scale shall be increased by two percent (2%).

**25.04** Effective January 1, 2014, the wage schedule for the Inventory Coordinator position shall be adjusted to the wage schedule of the Administrative Assistant II and the Animal Control Officer position shall be adjusted to the wage schedule of the Tax Auditor.

## **ARTICLE 26 LONGEVITY COMPENSATION**

**26.01** 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 15<sup>th</sup> and December 15<sup>th</sup> 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		

**26.02** Longevity payments shall be provided in two (2) equal payments in June and December of each year and will be paid in the employee's regular pay check.

**26.03** 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 27 CALL-IN PAY AND ON-CALL PAY

**27.01** Call-In Pay: A full-time employee who is called in to work at a time when the employee is not regularly scheduled to work shall be compensated for at least four (4) hours of work at the employee's applicable overtime rate of pay.

**27.02** On-Call Pay: An employee shall receive one (1) hour 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 28 SPECIAL ASSIGNMENTS

**28.01** 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.

**28.02** 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.

**28.03** 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.

**28.04** 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.

**28.05** An employee who has successfully bid out of a position shall not receive a special assignment to that position unless the employee volunteers for the position or no other qualified employee is available.

**28.06** Stewards on special assignment shall report in and out at their regular work site unless mutually agreed otherwise.

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

## **ARTICLE 29 HOSPITALIZATION AND INSURANCE**

**29.01** The City agrees to provide for full-time employees and their dependents a choice of "90/10" health care plans, including, dental and prescription drug coverage 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 fewer 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.

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

**29.03** In 2014 the City shall contribute to the AFSCME Care plan \$170.00 per month for each full-time, hourly employee within the bargaining unit. Said contribution shall provide supplemental coverage as follows:

<u>Component</u>	<u>Cost</u>
Hearing Aid	\$.50 per month.
Life Insurance	\$7.50 per month.
Vision (Level 2)	\$12.00 per month.
Prescription Drugs	<u>\$150.00 (ends 12-31-2014)</u>
Total:	<u>\$170.00 per month.</u>

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.

**29.04** Beginning January 1, 2015 the City shall contribute to the AFSCME Care plan \$20.00 per month for each full-time, hourly employee within the bargaining unit. Said contribution shall provide Life Insurance, Vision and Hearing Aid coverage through the AFSCME Care Plan.

**29.05** AFSCME Administrative Unit Members will move to the City's Prescription coverage effective January 1, 2015, and the City's contribution for prescription drugs under section 29.03 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 C.)

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

**29.07** Effective January 1, 2014, monthly employee premium contributions shall be ten (10) percent for family coverage and thirteen (13) percent for single coverage, on a pre-tax basis, 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.

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

The City shall pay the remaining cost of the plan premium. The employee contribution shall be withheld via payroll deduction on the first and second pay period of each month.

The City may discontinue offering the "100%" medical plans. However, if the City continues to offer these plans, it retains discretion to set the employee premium contributions for these plans.

### **ARTICLE 30 WORK CLOTHING, TOOLS AND EQUIPMENT**

**30.01** The City always has and will continue to supply employees with the tools, equipment and gear necessary to perform the work.

**30.02** As has been its historical practice, the City will continue to comply with all federal, state and local requirements that relate to this Article.

**30.03** In the event the City determines that any classification of employees covered by this agreement must wear any article of clothing while working, such as a shirt or jacket indicating the employee's status as a City employee, the City will supply such clothing in such quantity and at such frequency as it deems appropriate.

**30.04** Any dispute that arises as to this Article shall be deferred to the LMC.

### **ARTICLE 31 SAFE WORK PRACTICES**

**31.01** There shall be joint, divisional Union/Employer safety committees for the purpose of discussing safety related problems. Such committees shall be comprised of two (2) Union members and two (2) members of Management. The safety committees shall meet on a quarterly basis during working hours, or more often upon mutual agreement. Executive level safety concerns shall be addressed during the quarterly executive labor/management committee meetings.

**31.02** The City shall certify that all vehicles purchased used are road worthy.

**31.03** The City may limit outside work during weather extremes, such as excessive heat, cold, wind chill factor, severe storms, high winds, lightning and other severe weather conditions. In the event the Chapter Chairperson or designee, believes an extreme weather condition exists, he/she may request that the appropriate manager make a determination whether or not a "work limitation" should be declared. The granting of such work limitation is within the discretion of management.

**31.04** Any dispute regarding the necessity of a work limitation which cannot be resolved may be submitted to Step III of the grievance procedure. Employees who disagree with the Department's determination as to the necessity of a work limitation must follow the "work and grieve" doctrine.

## **ARTICLE 32 SHIFT PREMIUM**

**32.01** Any bargaining unit employee whose weekly shift consists of more than twenty hours worked after 5:00 p.m. in any twenty-four (24) hour day (12:01 a.m. thru 12:00 a.m.) will receive a shift differential of 45¢ for all hours worked after 5:00 p.m.

## **ARTICLE 33 JOB CLASSIFICATION**

**33.01** If substantial changes in the method of operation, tools or equipment of a job occurs, or if a new job is established which has not been previously classified, the City shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the City and the Union are unable to reach an agreement on the issue, the 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 to 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.

**33.02** No employee may maintain dual classification.

## **ARTICLE 34 MISCELLANEOUS**

**34.01** Prior to awarding a subcontract, the City will notify the Union of subcontracts entered into by the City that affect bargaining unit work 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 will 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 alternate 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 subcontract is within the discretion of the City.

**34.02** The City shall make office space available to the Union on an as needed basis for the purpose of conducting Union business.

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

**34.04** The City shall pay the cost of the test and any license or renewal fees for any employee required to be a notary public.

**34.05 Commercial Driver's License**

- A. In the event an employee is required to possess a CDL as a condition of employment, the employer shall reimburse the employee the cost of the first CDL an employee obtains and any renewals, 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 within the bargaining unit. Such reclassifications 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 21, Layoff and Recall, of the current negotiated agreement.

### **ARTICLE 35 ATTENDANCE BONUS**

**35.01** All full-time, hourly employees hired on or before December 31, 2009, who complete a quarter of a year with perfect attendance from January 1<sup>st</sup> to March 31<sup>st</sup>; April 1<sup>st</sup> to June 30<sup>th</sup>; July 1<sup>st</sup> to September 30<sup>th</sup>; October 1<sup>st</sup> to December 31<sup>st</sup>; 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 and will be paid in the employee's regular pay check. 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.

**35.02** 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.

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

### **ARTICLE 36 SPECIAL LICENSES**

**36.01** Employees working in a position that utilizes the below listed licenses shall receive additional, annual merit pay, in equal installments and will be paid in the employee's regular pay check, upon receipt of the following licenses issued by the state:

Chief Building Official License	\$1,000
Master Plumber's License	\$1,000
Plumbing Inspector's License	\$1,000
Electrical Inspector's License	\$1,000
Class III Field Inspector's License	\$1,000

Class I Water/Wastewater Collection License	\$500
Class II Water/Wastewater Collection License	\$1,000
Licensed Independent Social Worker	\$500
Licensed Social Worker	\$500
Certified Home Health Aide	\$200
Licensed Professional Counselor	\$500
Communications Technician License	\$1,000
Certified Chemical Dependency Counselor III	\$500
Registered Sanitarian	\$500
Certified Lead Risk Assessor	\$500
Leads Proficiency in Police Department	\$500
Notary Public	\$50

**36.02** 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 and will be paid in the employee's regular pay check.

**ARTICLE 37  
LEGALITY**

**37.01** 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 38  
PERSONNEL FILES**

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

**38.02** 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 Human Resources Director.

**38.03** An employee may not alter or remove 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 Human Resources Director.

**38.04** 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.

**38.05** 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 39 INJURY ON DUTY**

**39.01** 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.

**39.02** 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.

**39.03** 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.

**39.04** Employees injured on the job may not choose to use their sick time in lieu of Workers' Compensation paid benefits. Employees may use their own sick time to supplement the OBWC payment up to 100% of their regular base pay.

### **ARTICLE 40 LABOR/MANAGEMENT COMMITTEE SAFETY COMMITTEE**

**40.01** Labor/Management committees and Safety committees shall continue to meet quarterly at both divisional and executive (department) levels.

**40.02** The Union and the City will each designate their representative(s) for these committees. The maximum representation for either party at the divisional level will be two (2) persons. The

maximum representative(s) for either party at the executive level will be four (4) persons, which will include one (1) representative from Ohio Council 8 for the union.

**40.03** The agenda for each meeting shall be determined by request of either party.

**ARTICLE 41  
MILEAGE**

**41.01** 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 42  
TUITION REIMBURSEMENT**

**42.01** Employees will be entitled to tuition reimbursement benefits as defined in the City's Policy and Procedure Manual.

**42.02** Where an employee must attend training (or continuing education units) to obtain or maintain a license or certification required for his/her classification, the City shall pay the full cost for the employee's registration or attendance at that training. Travel time and time spent at such training shall be considered time worked and the employee shall be paid his/her appropriate hourly rate.

**ARTICLE 43  
DURATION**

**43.01** 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 10<sup>th</sup> day of March, 2014.

FOR LOCAL UNION 1043:  
Administrative Chapter

Eugene A. Byrne  
Eugene A. Byrne, Chapter Chair

Colleen A. Gillespie  
Colleen A. Gillespie

Marilyn Rakes  
Marilyn Rakes

Meegan M. McKenna  
Meegan M. McKenna

Daniel J. Taylor  
Daniel J. Taylor

FOR THE CITY:

Michael P. Summers  
Michael P. Summers, Mayor

Kevin M. Butler  
Kevin M. Butler, Law Director

Jean M. Yousefi  
Jean M. Yousefi, Dir., Human Resources

FOR OHIO COUNCIL 8:

William Nowel  
William Nowel, Staff Representative

APPROVED AS TO LEGAL  
CORRECTNESS AND FORM

Kevin M. Butler  
Kevin M. Butler, Law Director

*Michael Gillmor*  
*Verich*

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of  
Ohio Council 8, AFSCME, AFL-CIO,  
Employee Organization,  
and  
City of Lakewood,  
Employer.

Case Number: 05-REP-10-0154

**AMENDMENT OF CERTIFICATION**

Before Vice Chairman Gillmor and Board Member Verich: November 22, 2005.

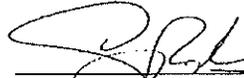
Ohio Council 8, AFSCME, AFL-CIO (Employee Organization) is the Board-certified exclusive representative of certain employees of the City of Lakewood (Employer). The parties jointly filed a Petition for Amendment of Certification seeking to amend the existing unit to reflect certain negotiated changes. The Board approves the petition and amends the unit, which is now described as follows:

Included: See Attachment.

Excluded: See Attachment.

It is so directed.

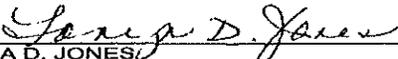
GILLMOR, Vice Chairman and VERICH, Board Member, concur.

  
CRAIG R. MAYTON, EXECUTIVE DIRECTOR

Amendment of Certification  
Case No. 05-REP-10-0164  
November 22, 2005  
Page 2

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code § 119.12, by filing a notice of appeal with the Board at 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, and with the Franklin County Common Pleas Court within fifteen days after the mailing of the Board's directive.

I certify that this document was filed and a copy served upon each party and the representative of each party by certified mail, return receipt requested, this 16th day of December, 2005.

  
TONYA D. JONES  
ADMINISTRATIVE ASSISTANT

DAM/11-22/b#7

Included: All full-time employees of the City of Lakewood including:

Accounting Manager;  
Accounting Specialist;  
Activities Coordinator;  
Administrative Assistant I;  
Administrative Assistant II;  
Animal Control Officer;  
Animal Shelter Supervisor;  
Assistant Home Health Aide;  
Building Inspector 1  
Building Inspector 2;  
Chief Surveyor;  
Code Compliance Specialist;  
Code Compliance Supervisor;  
Communications Technician;  
Community Development Program Coordinator;  
Community Development Project Specialist;  
Community Relations Specialist;  
Customer Service Representative;  
Customer Service Supervisor;  
Engineering Technician;  
Environmental Health Specialist;  
Grants/Community Relations Coordinator;  
Grants Administrator;  
Home Health Aide;  
Human Resources Specialist;  
Human Services Case Manager;  
Information Systems Coordinator;  
Information Systems Network Analyst;  
Information Systems Programmer/Analyst;  
Information Systems Support Specialist;  
Inventory Coordinator;  
Juvenile Diversion Program Coordinator;  
Litter Control Officer;  
Microfilm Technician;  
Office Assistant;  
Outreach Driver;  
Outreach Specialist;  
Payroll Specialist;  
Planning Assistant;  
Police Data Entry Clerk;  
Programs Coordinator;  
Programs Supervisor;  
Public Works Programs Coordinator;  
Purchasing Coordinator;  
Purchasing Manager;  
Staff Assistant;  
Tax Collection Manager;  
Tax Collection Specialist;  
Traffic Signal Technician I;

Traffic Signal Technician II;  
Transportation Supervisor; and  
Volunteer Services Supervisor.

Excluded: All management-level employees, supervisory, professional, and confidential employees, as defined in the Act; and all seasonal and casual employees as defined by the State Employment Relations Board; all elected officials; and all part-time employees; including:

Accounting Supervisor;  
Administrative Assistant to the Mayor;  
Assistant Building Commissioner;  
Assistant Director/Finance;  
Assistant Director/Human Services;  
Assistant Director/Planning & Development;  
Assistant Director/Safety;  
Assistant Ice Rink Manager;  
Assistant Law Director/Prosecutor I;  
Assistant Law Director/Prosecutor II;  
*Budget Analyst*;  
Building Commissioner;  
Chief Assistant Law Director;  
Chief Prosecutor;  
City Engineer;  
Civil Service/Medical Program Coordinator;  
Clinical Manager;  
Director of Finance;  
Director of Human Services;  
Director of Law;  
Director of Planning & Development;  
Director of Public Works;  
Environmental Health Coordinator;  
Executive Assistant Mayor/Community Relations;  
Executive Assistant to the Mayor;  
Fire Chief;  
First Assistant Law Director;  
Health Commissioner;  
Human Resources Administrator;  
I.S. Manager;  
Legal Secretary;  
Nursing Supervisor;  
Public Health Nurse I;  
Nutrition Supervisor;  
Police Chief;  
*Program Manager*;  
Project Manager;  
Public Works Division Manager;  
Public Works Unit Manager; and  
Senior Center Manager.

Note: **Bold** indicates a corrected title; *Italics* indicates an added classification.

11. Affected job classifications and Number of employees in each:

<u>Classifications Added to Inclusions</u>	<u>Number of Employees</u>
Human Resources Specialist	2 employees
Payroll Specialist	1 employee
Information Systems Support Specialist	1 employee

<u>Classification to Be Deleted from Inclusions</u>	<u>Number of Employees</u>
Nutrition Specialist (Position was never in existence)	0 employees

<u>Classifications Added to Exclusions</u>	<u>Number of Employees</u>
Budget Analyst	1 employee
Programs Manager	2 employees

<u>Incorrect Classification Title</u>	<u>Correct Classification Title</u>
<u>Inclusions:</u>	
Building Inspector I	should be Building Inspector 1
Building Inspector II	should be Building Inspector 2
Grant/Community Relations Coordinator	should be Grants/Community Relations Coordinator
Information Services Coordinator	should be Information Systems Coordinator
Information Services Network Analyst	should be Information Systems Network Analyst
Information Services Programmer/Analyst	should be Information Systems Programmer/Analyst
Juvenile Division Program Coordinator	should be Juvenile Diversion Program Coordinator
Tax Collection Specialist	should be Tax Collection Specialist
Traffic Signal Technician II	should be Traffic Signal Technician II
<u>Exclusions:</u>	
Assistant Building Commissioner	should be Assistant Building Commissioner
Assistant Director/Plan & Development	should be Assistant Director/Planning & Development
Assistant Ice Rink Manager	should be Assistant Ice Rink Manager
Assistant Law Director/Prosecutor II	should be Assistant Law Director/Prosecutor II

## Appendix B Wages

2014 AFSCME Admin Wage Rates	2014 Start	2014 1st Yr. Annv.	2014 2nd Yr. Annv
<b>GROUP X</b>			
TAX COLLECTION MANAGER	\$51,923.98	\$54,808.64	\$57,693.30
PURCHASING MANAGER	\$51,923.98	\$54,808.64	\$57,693.30
<b>GROUP I</b>			
BUILDING INSPECTOR 2	\$48,777.06	\$51,486.90	\$54,196.74
CODE COMPLIANCE SUPERVISOR	\$48,777.06	\$51,486.90	\$54,196.74
ENVIRONMENTAL HEALTH SPECIALIST	\$48,777.06	\$51,486.90	\$54,196.74
GRANTS ADMINISTRATOR	\$48,777.06	\$51,486.90	\$54,196.74
HUMAN SERVICES CASE MANAGER	\$48,777.06	\$51,486.90	\$54,196.74
TRANSPORTATION SUPERVISOR	\$48,777.06	\$51,486.90	\$54,196.74
VOLUNTEER SERVICES SUPERVISOR	\$48,777.06	\$51,486.90	\$54,196.74
INFORMATION SYSTEMS NETWORK ANALYST	\$48,777.06	\$51,486.90	\$54,196.74
INFORMATION SYSTEMS PROGRAMMER ANALYST	\$48,777.06	\$51,486.90	\$54,196.74
<b>GROUP II</b>			
ACCOUNTING MANAGER	\$46,679.13	\$49,272.42	\$51,865.69
BUILDING INSPECTOR 1	\$46,679.13	\$49,272.42	\$51,865.69
COMMUNITY DEVELOPMENT PROGRAM COORDINATOR	\$46,679.13	\$49,272.42	\$51,865.69
GEOGRAPHICAL INFORMATION SYSTEM TECHNICIAN	\$46,679.13	\$49,272.42	\$51,865.69
GRANTS/COMMUNITY RELATIONS COORDINATOR	\$46,679.13	\$49,272.42	\$51,865.69
PROGRAMS COORDINATOR	\$46,679.13	\$49,272.42	\$51,865.69
CHIEF SURVEYOR	\$46,679.13	\$49,272.42	\$51,865.69
COMMUNITY DEVELOPMENT PROJECT SPECIALIST	\$44,581.18	\$47,057.91	\$49,534.66
COMMUNITY RELATIONS SPECIALIST	\$44,581.18	\$47,057.91	\$49,534.66
PAYROLL SPECIALIST	\$44,581.18	\$47,057.91	\$49,534.66
ACCOUNTING SUPERVISOR	\$44,581.18	\$47,057.91	\$49,534.66
<b>GROUP III</b>			
ANIMAL SHELTER SUPERVISOR	\$40,385.31	\$42,628.94	\$44,872.56
INFORMATION SYSTEMS COORDINATOR	\$40,385.31	\$42,628.94	\$44,872.56
INFORMATION SYSTEMS SUPPORT SPECIALIST	\$40,385.31	\$42,628.94	\$44,872.56
OUTREACH SPECIALIST	\$40,385.31	\$42,628.94	\$44,872.56
PLANNING ASSISTANT	\$40,385.31	\$42,628.94	\$44,872.56
PROGRAMS SUPERVISOR	\$40,385.31	\$42,628.94	\$44,872.56
COMMUNICATIONS TECHNICIAN	\$40,385.31	\$42,628.94	\$44,872.56
PURCHASING COORDINATOR	\$40,385.31	\$42,628.94	\$44,872.56

**GROUP IV**

ADMINISTRATIVE ASSISTANT II	\$38,287.37	\$40,414.45	\$42,541.53
PUBLIC WORKS PROGRAMS COORDINATOR	\$38,287.37	\$40,414.45	\$42,541.53
INVENTORY COORDINATOR	\$38,287.37	\$40,414.45	\$42,541.53

ENGINEERING TECHNICIAN	\$36,189.43	\$38,199.96	\$40,210.48
ACTIVITIES COORDINATOR	\$36,189.43	\$38,199.96	\$40,210.48
CUSTOMER SERVICE SUPERVISOR	\$36,189.43	\$38,199.96	\$40,210.48
JUVENILE DIVERSION PROGRAM COORDINATOR	\$36,189.43	\$38,199.96	\$40,210.48
TAX AUDITOR	\$36,189.43	\$38,199.96	\$40,210.48
ANIMAL CONTROL OFFICER	\$36,189.43	\$38,199.96	\$40,210.48

**GROUP V**

CODE COMPLIANCE SPECIALIST	\$34,091.49	\$35,985.47	\$37,879.44
LITTER CONTROL OFFICER	\$34,091.49	\$35,985.47	\$37,879.44
OUTREACH DRIVER	\$34,091.49	\$35,985.47	\$37,879.44
ACCOUNTING SPECIALIST	\$34,091.49	\$35,985.47	\$37,879.44
ADMINISTRATIVE ASSISTANT I	\$34,091.49	\$35,985.47	\$37,879.44

**GROUP VI**

COMMUNITY RESOURCE SPECIALIST	\$30,944.59	\$32,663.74	\$34,382.87
STAFF ASSISTANT	\$30,944.59	\$32,663.74	\$34,382.87
POLICE DATA ENTRY CLERK	\$30,944.59	\$32,663.74	\$34,382.87

CUSTOMER SERVICE REPRESENTATIVE	\$28,846.65	\$30,449.24	\$32,051.84
MICROFILM TECHNICIAN	\$28,846.65	\$30,449.24	\$32,051.84
TAX COLLECTION SPECIALIST	\$28,846.65	\$30,449.24	\$32,051.84

OFFICE ASSISTANT	\$24,650.78	\$26,020.26	\$27,389.74
HOME HEALTH AIDE	\$24,650.78	\$26,020.26	\$27,389.74

ASSISTANT HOME HEALTH AIDE	\$23,601.18	\$24,913.01	\$26,224.23
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**SPECIAL GROUP****2014**

John Hribar	ACCOUNTING MANAGER	\$52,903.01
Loraine Lee	ADMINISTRATIVE ASSISTANT I	\$38,637.03
Meegan McKenna	ADMINISTRATIVE ASSISTANT II	\$49,040.48
Laura Schuerger	ADMINISTRATIVE ASSISTANT II	\$49,040.48
Polly Wilson	ADMINISTRATIVE ASSISTANT II	\$43,392.35
Melissa Garrett	COMMUNITY RELATIONS SPECIALIST	\$50,456.58
Sam Elkurd	GRANTS/COMMUNITY RELATIONS COOR.	\$52,903.01
Robert Korpa	HUMAN SERVICES CASE MANAGER	\$57,491.67
Mary Lollie	OUTREACH DRIVER	\$41,895.83

<b>2015 AFSCME Admin Wage Rates</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>
	<b>Start</b>	<b>1st Yr. Annv.</b>	<b>2nd Yr. Annv</b>
<b>GROUP X</b>			
TAX COLLECTION MANAGER	\$52,962.46	\$55,904.81	\$58,847.17
PURCHASING MANAGER	\$52,962.46	\$55,904.81	\$58,847.17
<b>GROUP I</b>			
BUILDING INSPECTOR 2	\$49,752.60	\$52,516.63	\$55,280.68
CODE COMPLIANCE SUPERVISOR	\$49,752.60	\$52,516.63	\$55,280.68
ENVIRONMENTAL HEALTH SPECIALIST	\$49,752.60	\$52,516.63	\$55,280.68
GRANTS ADMINISTRATOR	\$49,752.60	\$52,516.63	\$55,280.68
HUMAN SERVICES CASE MANAGER	\$49,752.60	\$52,516.63	\$55,280.68
TRANSPORTATION SUPERVISOR	\$49,752.60	\$52,516.63	\$55,280.68
VOLUNTEER SERVICES SUPERVISOR	\$49,752.60	\$52,516.63	\$55,280.68
INFORMATION SYSTEMS NETWORK ANALYST	\$49,752.60	\$52,516.63	\$55,280.68
INFORMATION SYSTEMS PROGRAMMER ANALYST	\$49,752.60	\$52,516.63	\$55,280.68
<b>GROUP II</b>			
ACCOUNTING MANAGER	\$47,612.71	\$50,257.86	\$52,903.01
BUILDING INSPECTOR 1	\$47,612.71	\$50,257.86	\$52,903.01
COMMUNITY DEVELOPMENT PROGRAM COORDINATOR	\$47,612.71	\$50,257.86	\$52,903.01
GEOGRAPHICAL INFORMATION SYSTEM TECHNICIAN	\$47,612.71	\$50,257.86	\$52,903.01
GRANTS/COMMUNITY RELATIONS COORDINATOR	\$47,612.71	\$50,257.86	\$52,903.01
PROGRAMS COORDINATOR	\$47,612.71	\$50,257.86	\$52,903.01
CHIEF SURVEYOR	\$47,612.71	\$50,257.86	\$52,903.01
COMMUNITY DEVELOPMENT PROJECT SPECIALIST	\$45,472.80	\$47,999.07	\$50,525.35
COMMUNITY RELATIONS SPECIALIST	\$45,472.80	\$47,999.07	\$50,525.35
PAYROLL SPECIALIST	\$45,472.80	\$47,999.07	\$50,525.35
ACCOUNTING SUPERVISOR	\$45,472.80	\$47,999.07	\$50,525.35
<b>GROUP III</b>			
ANIMAL SHELTER SUPERVISOR	\$41,193.01	\$43,481.52	\$45,770.02
INFORMATION SYSTEMS COORDINATOR	\$41,193.01	\$43,481.52	\$45,770.02
INFORMATION SYSTEMS SUPPORT SPECIALIST	\$41,193.01	\$43,481.52	\$45,770.02
OUTREACH SPECIALIST	\$41,193.01	\$43,481.52	\$45,770.02
PLANNING ASSISTANT	\$41,193.01	\$43,481.52	\$45,770.02
PROGRAMS SUPERVISOR	\$41,193.01	\$43,481.52	\$45,770.02
COMMUNICATIONS TECHNICIAN	\$41,193.01	\$43,481.52	\$45,770.02
PURCHASING COORDINATOR	\$41,193.01	\$43,481.52	\$45,770.02

**GROUP IV**

ADMINISTRATIVE ASSISTANT II	\$39,053.12	\$41,222.74	\$43,392.36
PUBLIC WORKS PROGRAMS COORDINATOR	\$39,053.12	\$41,222.74	\$43,392.36
INVENTORY COORDINATOR	\$39,053.12	\$41,222.74	\$43,392.36

ENGINEERING TECHNICIAN	\$36,913.22	\$38,963.96	\$41,014.69
ACTIVITIES COORDINATOR	\$36,913.22	\$38,963.96	\$41,014.69
CUSTOMER SERVICE SUPERVISOR	\$36,913.22	\$38,963.96	\$41,014.69
JUVENILE DIVERSION PROGRAM COORDINATOR	\$36,913.22	\$38,963.96	\$41,014.69
TAX AUDITOR	\$36,913.22	\$38,963.96	\$41,014.69
ANIMAL CONTROL OFFICER	\$36,913.22	\$38,963.96	\$41,014.69

**GROUP V**

CODE COMPLIANCE SPECIALIST	\$34,773.32	\$36,705.18	\$38,637.03
LITTER CONTROL OFFICER	\$34,773.32	\$36,705.18	\$38,637.03
OUTREACH DRIVER	\$34,773.32	\$36,705.18	\$38,637.03
ACCOUNTING SPECIALIST	\$34,773.32	\$36,705.18	\$38,637.03
ADMINISTRATIVE ASSISTANT I	\$34,773.32	\$36,705.18	\$38,637.03

**GROUP VI**

COMMUNITY RESOURCE SPECIALIST	\$31,563.48	\$33,317.01	\$35,070.53
STAFF ASSISTANT	\$31,563.48	\$33,317.01	\$35,070.53
POLICE DATA ENTRY CLERK	\$31,563.48	\$33,317.01	\$35,070.53

CUSTOMER SERVICE REPRESENTATIVE	\$29,423.58	\$31,058.23	\$32,692.87
MICROFILM TECHNICIAN	\$29,423.58	\$31,058.23	\$32,692.87
TAX COLLECTION SPECIALIST	\$29,423.58	\$31,058.23	\$32,692.87

OFFICE ASSISTANT	\$25,143.79	\$26,540.67	\$27,937.54
HOME HEALTH AIDE	\$25,143.79	\$26,540.67	\$27,937.54
ASSISTANT HOME HEALTH AIDE	\$24,073.85	\$25,411.27	\$26,748.72

**SPECIAL GROUP****2015**

John Hribar	ACCOUNTING MANAGER	\$53,961.07
Loraine Lee	ADMINISTRATIVE ASSISTANT I	\$39,409.77
Meegan McKenna	ADMINISTRATIVE ASSISTANT II	\$50,021.29
Laura Schuerger	ADMINISTRATIVE ASSISTANT II	\$50,021.29
Polly Wilson	ADMINISTRATIVE ASSISTANT II	\$44,260.20
Melissa Garrett	COMMUNITY RELATIONS SPECIALIST	\$51,465.72
Sam Elkurd	GRANTS/COMMUNITY RELATIONS COOR.	\$53,961.07

Robert Korpa	HUMAN SERVICES CASE MANAGER	\$58,641.50
Mary Lolli	OUTREACH DRIVER	\$42,733.74

2016 AFSCME Admin Wage Rates	2016 Start	2016 1st Yr. Annv.	2016 2nd Yr. Annv
<b>GROUP X</b>			
TAX COLLECTION MANAGER	\$54,021.71	\$57,022.91	\$60,024.11
PURCHASING MANAGER	\$54,021.71	\$57,022.91	\$60,024.11
<b>GROUP I</b>			
BUILDING INSPECTOR 2	\$50,747.66	\$53,566.97	\$56,386.29
CODE COMPLIANCE SUPERVISOR	\$50,747.66	\$53,566.97	\$56,386.29
ENVIRONMENTAL HEALTH SPECIALIST	\$50,747.66	\$53,566.97	\$56,386.29
GRANTS ADMINISTRATOR	\$50,747.66	\$53,566.97	\$56,386.29
HUMAN SERVICES CASE MANAGER	\$50,747.66	\$53,566.97	\$56,386.29
TRANSPORTATION SUPERVISOR	\$50,747.66	\$53,566.97	\$56,386.29
VOLUNTEER SERVICES SUPERVISOR	\$50,747.66	\$53,566.97	\$56,386.29
INFORMATION SYSTEMS NETWORK ANALYST	\$50,747.66	\$53,566.97	\$56,386.29
INFORMATION SYSTEMS PROGRAMMER ANALYST	\$50,747.66	\$53,566.97	\$56,386.29
<b>GROUP II</b>			
ACCOUNTING MANAGER	\$48,564.96	\$51,263.02	\$53,961.07
BUILDING INSPECTOR 1	\$48,564.96	\$51,263.02	\$53,961.07
COMMUNITY DEVELOPMENT PROGRAM COORDINATOR	\$48,564.96	\$51,263.02	\$53,961.07
GEOGRAPHICAL INFORMATION SYSTEM TECHNICIAN	\$48,564.96	\$51,263.02	\$53,961.07
GRANTS/COMMUNITY RELATIONS COORDINATOR	\$48,564.96	\$51,263.02	\$53,961.07
PROGRAMS COORDINATOR	\$48,564.96	\$51,263.02	\$53,961.07
CHIEF SURVEYOR	\$48,564.96	\$51,263.02	\$53,961.07
COMMUNITY DEVELOPMENT PROJECT SPECIALIST	\$46,382.26	\$48,959.05	\$51,535.86
COMMUNITY RELATIONS SPECIALIST	\$46,382.26	\$48,959.05	\$51,535.86
PAYROLL SPECIALIST	\$46,382.26	\$48,959.05	\$51,535.86
ACCOUNTING SUPERVISOR	\$46,382.26	\$48,959.05	\$51,535.86
<b>GROUP III</b>			
ANIMAL SHELTER SUPERVISOR	\$42,016.88	\$44,351.15	\$46,685.42
INFORMATION SYSTEMS COORDINATOR	\$42,016.88	\$44,351.15	\$46,685.42
INFORMATION SYSTEMS SUPPORT SPECIALIST	\$42,016.88	\$44,351.15	\$46,685.42
OUTREACH SPECIALIST	\$42,016.88	\$44,351.15	\$46,685.42
PLANNING ASSISTANT	\$42,016.88	\$44,351.15	\$46,685.42
PROGRAMS SUPERVISOR	\$42,016.88	\$44,351.15	\$46,685.42

COMMUNICATIONS TECHNICIAN	\$42,016.88	\$44,351.15	\$46,685.42
PURCHASING COORDINATOR	\$42,016.88	\$44,351.15	\$46,685.42

**GROUP IV**

ADMINISTRATIVE ASSISTANT II	\$39,834.18	\$42,047.19	\$44,260.21
PUBLIC WORKS PROGRAMS COORDINATOR	\$39,834.18	\$42,047.19	\$44,260.21
INVENTORY COORDINATOR	\$39,834.18	\$42,047.19	\$44,260.21

ENGINEERING TECHNICIAN	\$37,651.48	\$39,743.24	\$41,834.98
ACTIVITIES COORDINATOR	\$37,651.48	\$39,743.24	\$41,834.98
CUSTOMER SERVICE SUPERVISOR	\$37,651.48	\$39,743.24	\$41,834.98
JUVENILE DIVERSION PROGRAM COORDINATOR	\$37,651.48	\$39,743.24	\$41,834.98
TAX AUDITOR	\$37,651.48	\$39,743.24	\$41,834.98
ANIMAL CONTROL OFFICER	\$37,651.48	\$39,743.24	\$41,834.98

**GROUP V**

CODE COMPLIANCE SPECIALIST	\$35,468.79	\$37,439.28	\$39,409.77
LITTER CONTROL OFFICER	\$35,468.79	\$37,439.28	\$39,409.77
OUTREACH DRIVER	\$35,468.79	\$37,439.28	\$39,409.77
ACCOUNTING SPECIALIST	\$35,468.79	\$37,439.28	\$39,409.77
ADMINISTRATIVE ASSISTANT I	\$35,468.79	\$37,439.28	\$39,409.77

**GROUP VI**

COMMUNITY RESOURCE SPECIALIST	\$32,194.75	\$33,983.35	\$35,771.94
STAFF ASSISTANT	\$32,194.75	\$33,983.35	\$35,771.94
POLICE DATA ENTRY CLERK	\$32,194.75	\$33,983.35	\$35,771.94

CUSTOMER SERVICE REPRESENTATIVE	\$30,012.06	\$31,679.39	\$33,346.73
MICROFILM TECHNICIAN	\$30,012.06	\$31,679.39	\$33,346.73
TAX COLLECTION SPECIALIST	\$30,012.06	\$31,679.39	\$33,346.73

OFFICE ASSISTANT	\$25,646.67	\$27,071.48	\$28,496.29
HOME HEALTH AIDE	\$25,646.67	\$27,071.48	\$28,496.29
ASSISTANT HOME HEALTH AIDE	\$24,555.32	\$25,919.50	\$27,283.69

**SPECIAL GROUP**

		<b>2016</b>
John Hribar	ACCOUNTING MANAGER	\$55,040.30
Loraine Lee	ADMINISTRATIVE ASSISTANT I	\$40,197.96
Meegan McKenna	ADMINISTRATIVE ASSISTANT II	\$51,021.71
Laura Schuerger	ADMINISTRATIVE ASSISTANT II	\$51,021.71
Polly Wilson	ADMINISTRATIVE ASSISTANT II	\$45,145.40

Melissa Garrett	COMMUNITY RELATIONS SPECIALIST	\$52,495.03
Sam Elkurd	GRANTS/COMMUNITY RELATIONS COOR.	\$55,040.30
Robert Korpa	HUMAN SERVICES CASE MANAGER	\$59,814.33
Mary Lolli	OUTREACH DRIVER	\$43,588.42

APPENDIX C  
 Medical Mutual of Ohio 100% Plan

City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO

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

Important Questions	Answers	Why This Matters
What is the overall <u>deductible</u> ?	\$150/single, \$300/family Network \$150/single, \$300/family Non-Network Doesn't apply to coinsurance, copays and network preventive care	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes, \$1,500/single, \$3,000/family Network \$1,500/single, \$3,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is <u>not included</u> in the <u>out-of-pocket limit</u> ?	Copays, deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall <u>annual limit</u> on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a <u>network</u> of <u>providers</u> ?	Yes, See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800.540.2583 for list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

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

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**City of Lakewood : Plan 1**

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

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

Coverage for: Single or Family | Plan Type: PPO



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

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

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

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

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BEN1331859385894-00023

**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
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](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 877.267.2323 X61565 or [www.cms.gov](http://www.cms.gov).

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

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

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BEN1331559385994-00023

## City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO

### Your Grievance and Appeals Rights:

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

### Does this Coverage Provide Minimum Essential Coverage?

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

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

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

# Medical Mutual of Ohio 90/10 Plan

## CITY OF LAKEWOOD : Plan 2 – MMO LO Plan

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

Coverage Period: January 1st - December 31st

Coverage for: Single or Family | Plan Type: PPO

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

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$300/single, \$600/family Network \$300/single, \$600/family Non-Network Doesn't apply to co-insurance, copays and network preventive care	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b> .
Are there other deductibles for specific services?	No	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
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 <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
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 <b>out-of-pocket limit</b> .
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 <b>specific</b> covered services, such as office visits.
Does this plan use a network of providers?	Yes, See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800.232.7400 for a list of participating providers.	If you use an in-network doctor or other health care <b>provider</b> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> .
Do I need a referral to see a specialist?	No	You can see the <b>specialist</b> 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 <b>excluded services</b> .

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

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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----

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

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions	
If you need immediate medical attention	Emergency room services	No charge after deductible		----none----	
	Emergency medical transportation	10% coinsurance	30% coinsurance	----none----	
	Urgent care	10% coinsurance	30% coinsurance	----none----	
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	----none----	
	Physician/ surgeon fee (inpatient)	10% coinsurance	30% coinsurance	----none----	
	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits		----none----	
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits		----none----	
	Substance use disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		----none----	
	Substance use disorder outpatient services (drug use)	Benefits paid based on corresponding medical benefits		----none----	
	Substance use disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		----none----	
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits		----none----	
	If you are pregnant	Prenatal and postnatal care	10% coinsurance	30% coinsurance	----none----
		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----	

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

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BEN133183393013-00025

**City of Lakewood : Plan 2**

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

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

Coverage for: Single or Family | Plan Type: PPO

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

## City of Lakewood : Plan 2

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

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

Coverage for: Single or Family | Plan Type: PPO

### Excluded Services & Other Covered Services:

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

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

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

- Bariatric Surgery
- Chiropractic Care
- Private-Duty Nursing

### Your Rights to Continue Coverage:

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

For more information on your rights to continue coverage, contact the plan at 800.540.2583. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 866.444.3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 877.267.2323 X81565 or [www.cco.cms.gov](http://www.cco.cms.gov).

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

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504935999

BEN1831563993013-00025

## City of Lakewood : Plan 2

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

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

Coverage for: Single or Family | Plan Type: PPO

### Your Grievance and Appeals Rights:

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

### Does this Coverage Provide Minimum Essential Coverage?

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

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

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

**CATAMARAN Rx: Pharmacy Coverage** Coverage Period 1-1-2015 through 12-31-2016

<b>Common Medical Event</b>	<b>Services You May Need</b>	<b>Your cost</b>	<b>Limitations and Exceptions</b>
If you need drugs to treat your illness or condition.  More Information about prescription drug coverage is available at <a href="http://www.catamaranrx.com">www.catamaranrx.com</a>	Generic Drugs	\$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**

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

**Memorandum of Understanding  
(Time Clocks)**

This is an understanding between AFSCME Local 1043 (Administrative Chapter) and Ohio Council 8 (hereinafter "Union"), and the City of Lakewood (hereinafter "City") regarding discipline based on the use of time clocks. In resolution of this issue, the City and the Union do hereby agree to the following:

The City agrees that before any discipline can be administered based on the use of time clocks, the City will meet and confer with the Union regarding a time clock policy.

FOR LOCAL UNION 1043:  
Administrative Chapter

FOR THE CITY:

\_\_\_\_\_  
Eugene A. Byrne, Chapter Chair

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

FOR OHIO COUNCIL 8:

\_\_\_\_\_  
William Nowel, Staff Representative