

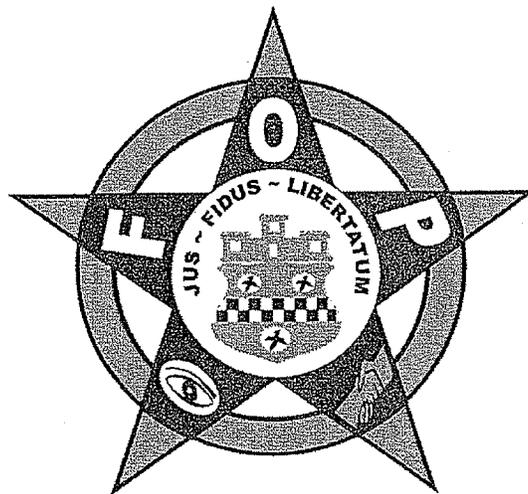


**AGREEMENT  
BETWEEN THE**

13-MED-09-1173  
0552-04  
K30666  
03/27/2014

**CITY OF LAKEWOOD**

**AND THE**



**FRATERNAL ORDER OF POLICE/  
OHIO LABOR COUNCIL, INC.**

**DISPATCHER UNIT**

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

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**ARTICLE 1            PURPOSE**

1.01 This Agreement is made between the City of Lakewood, Ohio hereinafter referred to as the "City," and Ohio Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC), hereinafter referred to as the "Union." The "employee" or "employees" where used herein refers to all regular full-time employees in the bargaining unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

**ARTICLE 2            RECOGNITION**

2.01 The FOP/OLC is recognized as the sole and exclusive representative for a bargaining unit of all regular full-time Dispatcher employees in the Department of Public Safety for the purpose of establishing terms and conditions of employment. The City will not recognize any other Union, organization, or person as the representative for any of the Dispatcher employees.

**ARTICLE 3            NON-DISCRIMINATION**

3.01 Both the City and the Union recognize their respective responsibilities under the Federal and State Civil Rights Laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, religion, sex, national origin, age, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry.

3.02 The City recognizes the right of all Dispatchers to be free to join the Union. The City agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee or any applicant for employment because of Union membership.

**ARTICLE 4            CHECK-OFF**

4.01 The Employer agrees to deduct from the wages and salaries of bargaining unit members' dues required by the FOP/OLC by payroll deduction. All members of the bargaining unit shall either become dues paying members of the FOP/OLC, or as a condition of continued employment, remit to the FOP/OLC a fair share in the amount set by the FOP/OLC per person per month in accordance with the provisions of Ohio Revised Code 4117.09(c), starting with the sixty-first (61<sup>st</sup>) day of employment with the employer or the execution date of this Agreement, whichever comes first.

4.02 Dues Fair Share Fees shall be paid over by the employer once each month to the FOP/OLC at 222 East Town Street, Columbus, Ohio, 43215, or such other address as set by the FOP/OLC from time to time.

4.03 An employee shall have the right to revoke such authorization by giving written notice to the City and the Local Union Treasurer at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of an employee to revoke during that period; and

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

4.05 The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commences by an employee against the City (or the City and Union jointly).

4.06 All bargaining unit employees who are not members of the Union shall pay a fair share fee to the Union in the amount of the dues as set by the FOP/OLC from time to time.

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

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

## **ARTICLE 5                   MANAGEMENT RIGHTS**

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

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

**ARTICLE 6 NO STRIKE**

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

6.02 Violations of Section 6.01 of this Article shall be proper cause for discipline up to and including termination.

6.03 The Union shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 6.01 of this Article. In the event any violation of Section 6.01 of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

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

**ARTICLE 7 BULLETIN BOARDS**

7.01 The City shall provide the Union with a locket Bulletin Board, provided that:

- A. Such Bulletin Board shall be used only for posting notices bearing the written approval of the Associate of the Union or an official representative of Ohio Fraternal Order of Police Labor Council, and shall be solely for Union business.
- B. No notice or other writing may contain anything political, controversial or critical of the City of any other institution, or of any employee or other person.
- C. Upon request from an appropriate official of the City, the Union will immediately remove any notice or other writing that the City believes violates Subparagraphs A and B, but the Union shall have the right to grieve such action through the grievance procedure.

7.02 Keys shall be provided only to the Associate and the Chief of Police.

**ARTICLE 8 UNION REPRESENTATION**

8.01 One (1) employee selected by the Union to act as Union Representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as an Associate. The Associate may have an alternate who shall act in his or her absence.

8.02 No union meetings or other union activities shall take place during working hours without prior approval of the Administrative Captain or the Chief of Police, provided that an Associate may discuss a grievance with an employee and his or her supervisor, during the finale one-half (1/2) hour of the grieved and/or Associate's shift or at a time more convenient to all concerned parties.

8.03 The FOP/OLC shall have access to all meeting areas of the Employer at reasonable times and only so far as any FOP/OLC meetings do not interfere with the Employer's business.

8.04 FOP/OLC Staff Representatives or Associates shall have responsible visitation privileges to the Employer's facilities, public or otherwise for the purposes of administering this Agreement.

8.05 FOP/OLC will be authorized an aggregate of forty (40) hours of paid leave, per calendar year, for the FOP/OLC Associate to use at any time during the year to attend FOP/OLC functions such as conventions, educational meetings or seminars. The City shall make other reasonable provisions for authorizing vacation leave, holidays or the use of accrued overtime for the members to attend said functions in addition to the above mentioned forty (40) hours.

8.06 FOP/OLC Associates shall attend to the administration of this Agreement (grievances and negotiation sessions) on a no loss/no gain basis.

8.07 The FOP/OLC shall be permitted to place ballot boxes at facilities for the purpose of collecting members' ballots on approval or disapproval of union issues and the election of officers and delegates of the union.

**ARTICLE 9                    DISCIPLINE**

9.01 In the event that an employee is suspended or discharged, he or she will be advised of the reasons for such action. He or she will be advised of his or her right to have his or her Union Associate present and, upon request, will be permitted to discuss his or her suspension or discharge with the Associate in an area made available by the City before being required to leave the premises. Unless provided with written notice prior to leaving the premises, an employee who is suspended or discharged shall be mailed a written notice within forty-eight (48) hours, stating the reasons for whatever disciplinary action has been taken. Notices of suspension and discharge may be hand-delivered on City premises, with a copy being sent to the Union. A copy of said notice shall also be provided to the employee's local Union Associate within forty-eight (48) hours. All disciplinary action may be appealed by the employee through the grievance procedures outlined herein.

9.02 In imposing discipline on a current charge, the City will not consider any infractions, which occurred more than thirty-six (36) months previously.

9.03 In the event that an employee has been recommended for suspension or discharge, prior to any action being taken on such a recommendation, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct. The City shall notify the employee and his or her Associate of the date and time of the conference and, upon request, the employee shall be permitted to privately discuss his or her suspension or discharge with the Associate in an area made available by the City.

## **ARTICLE 10            GRIEVANCE PROCEDURE**

10.01 It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees, the FOP/OLC and the City. The procedures specified in this Article are intended to provide a system of fair, expeditious and orderly adjustment of the grievances of employees of the Division of Police.

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

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

- Step I.            An employee who has a grievance should meet with his or her shift Officer-in-Charge to attempt to resolve the grievance on an informal basis.
  
- Step II.            If the grievance is not resolved in the informal manner described in Step I, a written grievance must be filed with the Administrative Captain within ten (10) working days of the alleged violation of this Agreement. Within ten (10) working days after the filing of the grievance, a meeting will be held among the appropriate representatives of the City, one (1) Union representative and the aggrieved employee(s). Within ten (10) working days of this meeting, the City shall issue a written answer to the grievance.
  
- Step III.            If the grievance is not satisfactorily settled in Step II, the aggrieved employee(s) or the Union may appeal the Step II answer to the Chief of Police or his designated representative within ten (10) working days after the step II answer was issued. Such appeal shall be in writing and include a copy of the original grievance, and shall specify the reason why the aggrieved employee(s) or the Union believes the Step II answer is unacceptable. Within ten (10) working days after receipt of the appeal, a grievance meeting shall be scheduled with one (1) Union representative, the aggrieved employee(s) and the Chief of Police or his designated representative, who shall, within ten (10) working days after the close of such meeting, issue a written answer to the grievance.

Step IV. If the grievance is not satisfactorily settled at Step III, the grievance may be submitted to the FOP/OLC Staff Representative. The FOP/OLC Staff Representative will then review the merits of the grievance and decide, not later than fifteen (15) calendar days after the City's Step III answer was issued, whether or not to recommend further appeal. Should the FOP/OLC Staff Representative decide not to pursue the grievance further, the grievant(s) shall be so informed and the grievance will be withdrawn from the grievance procedure. The FOP/OLC Staff Representative's decision shall be final and binding. Should the FOP/OLC Staff Representative decide to process the grievance further, the FOP may, within fifteen (15) calendar days after the City's Step III answer was issued, file an appeal with the Mayor or designated representative. Such appeal shall be in writing, include a copy of the original grievance, and shall specify the reason why the FOP/OLC Representative believes the Step III answer is unacceptable. Grievances involving suspension or termination shall be submitted directly to Step IV. The Mayor or designated representative shall reply in writing within ten (10) working days from the receipt of that appeal.

#### 10.04 Arbitration

- A. If the grievance is not satisfactorily settled at Step IV, the FOP/OLC may submit the matter to The American Arbitration Association requesting a list of arbitrators from the National Academy Panel of Arbitrators of the American Association within the time limits specified above and shall be subject to the rules of the Association within thirty (30) days after the Step IV answer was issued.
- B. The arbitrator selected shall have no authority to add to, subtract from, or in any way modify the provision of this Agreement.
  - 1. Any fees and expenses of the arbitrator shall be borne equally by the parties.

#### 10.05 Time Limitations

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

grievance procedure in order to promote the expeditious resolution of any grievance.

10.06 The FOP/OLC (in its capacity as exclusive representative of the employees covered by this Agreement) shall have final authority to withdraw or terminate the processing of a grievance at any Step, should the FOP/OLC determine that the grievance lacks merit or justification, or that it has been settled or adjusted in a fair and equitable manner consistent with the terms of this Agreement, and in the interest of the continuing relationship of the parties.

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

10.08 The grievance committee shall consist of bargaining unit member(s) designated by the FOP/OLC.

10.09 A Labor/Management Committee consisting of the Director of Human Resources, or designated representative, the Lakewood Chief of Police, or designated representative, and representatives of the Dispatchers shall meet at least once ever three (3) months for the purpose of discussing and attempting to resolve any mutual work related problems.

#### **ARTICLE 11            PROBATIONARY PERIOD**

11.01 New full-time employees shall be considered to be on probation for a period of one (1) year and during such probationary period, the City shall have sole discretion to discipline or discharge such employees, and such actions during this period shall not be reviewed through the Grievance Procedure.

11.02 If an employee is discharged or quits while on probation and is later rehired, they shall be considered a new employee and subject to the provisions of Section 11.01 of this Article.

#### **ARTICLE 12            SENIORITY**

12.01 Dispatcher, for the purpose of layoff; seniority shall be their continuous service with the City.

12.02 Dispatchers shall have no seniority during the probationary period, but upon completion of the probationary period will receive seniority retroactively to the date of hire. The City shall provide the Union with a copy of the seniority list, updated annually. The list shall contain, in order of seniority, the name and date of hire of each employee. Seniority shall be broken when an employee:

- A.     Quits or resigns.

- B. Is discharged for just and proper cause.
- C. Is laid off for a period of more than twenty-four (24) consecutive months.
- D. Fails to report to work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by registered mail (to the employee's last known address as shown in the City's records).
- E. Is absent without leave for three (3) or more working days, unless an excuse for absence is accepted, which shall not be unreasonably denied.

## **ARTICLE 13            HOURS OF WORK**

13.01 The workday for full-time Dispatchers shall consist of eight (8) regularly scheduled, consecutive hours during a twenty-four (24) hour period of time that begins with the start of the employee's regularly scheduled shift, which includes a thirty (30) minute lunch period. During such lunch period, with the permission of the shift commander, which will not be unreasonably denied, Dispatcher shall be allowed to leave the building for the express purpose of obtain a food order and for no other purpose.

If transportation is necessary, it must be privately owned. The lunch period shall not be extended. Lunch is to be eaten outside the Dispatch Office. The workweek shall commence at 12:01 a.m. on Sunday and end at midnight Saturday. 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, hourly employee.

13.02 All employees shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for emergencies or other mutually agreed upon schedules.

13.03 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 of 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.

13.04 Notice of Shift Change. Any changes in shift scheduling shall be provided at least seventy-two (72) hours in advance of the schedule change, except in an emergency or unscheduled absence situation.

13.05 Posting of Schedules. Schedules shall be posted for the next month on the 20<sup>th</sup> day of the preceding month.



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

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

14.05 When an employee is ordered to report for duty by the Director of Public Safety, Chief of Police or superior officer, and the time does not abut the beginning or end of the employee's regularly scheduled workday, the employee shall receive compensation for three (3) hours of overtime or actual time worked, whichever is the greater, computed at time and one-half (1-1/2), unless previously notified not to report for duty. Previously notified shall mean personally notified, or a message delivered to a responsible person by telephone or direct contact at the employee's residence, at least one (1) hour prior to the time directed to report for duty.

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

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

14.07 Any employee, at the time of his or her retirement, shall receive all terminal leave benefits, including accrued overtime, unused vacation time, unused holiday time, accrued longevity, accrued uniform allowance and any other unused compensatory time in one lump sum payment. If an employee dies while in paid status, any terminal leave benefits to his or her credit, as set forth herein, shall be paid in a lump sum to the surviving spouse, if any, and if there is no surviving spouse, then to the estate of the deceased employee. Nothing in this section shall be construed to supersede or control policies and procedures of the Public Employees Retirement System.

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

**ARTICLE 15            EQUALIZATION OF OVERTIME/CALL-BACK HOLDOVER  
PROCEDURE**

15.01 The City shall be the sole judge of the necessity of overtime. When overtime is required, the City shall first offer the available overtime to employees who are classified for the available work in accordance with the following:

**A.        OVERTIME OF FOUR (4) OR MORE HOURS**

1. Contact the Dispatchers scheduled RDO on that shift that day and offer overtime. If not available:
2. By seniority, contact the Dispatchers on other shifts scheduled RDO that day and offer overtime. If not available:
3. Offer a maximum of four (4) hours overtime by seniority (high to low) to Dispatchers working the next shift. If refused:
4. Offer a minimum of four (4) hours overtime by seniority (high to low) to Dispatchers on duty. If refused:
5. Contact a swing shift Dispatcher working that day and offer the opportunity to change his or her work hours that day to cover the available overtime. If refused:
6. Require least senior Dispatcher to stay a minimum of four (4) hours.
7. Require least senior Dispatcher to report for duty a maximum of four (4) hours prior to regular scheduled shift.
8. When an unscheduled absence occurs in the Communications Center and the Patrol Shift Officer-in-Charge is to utilize the call-back procedure, the OIC is to first offer available overtime to Full-Time Dispatchers according to the procedure specified in the Dispatchers' contract. Upon following the procedure, prior to requiring a Dispatcher to hold over and requiring a Dispatcher to report early, the OIC shall contact a PTD to see if they are able to cover the shift.
9. Should the Dispatcher volunteer to work a scheduled regular day off as provided in Subsections A and B, the number of hours to be worked shall be agreed upon by the Administrative Captain or designee and no additional overtime shall be added except as agreed upon by the volunteer, pursuant to established policy.
10. If, due to reduced staffing levels, Dispatchers are required to work extended periods of overtime duty to fill positions, the Chief of Police may approve the

use of Police Officers as Dispatchers on a limited basis. To perform this function, Police Officers utilized in the Dispatch Center must be qualified and trained, not called in on overtime and not adversely impact patrol staffing.

**B. OVERTIME OF LESS THAN FOUR (4) HOURS**

1. Offer available overtime by seniority (high to low) to Dispatchers on duty. If refused:
2. Offer available overtime by seniority (high to low) to Dispatchers working the next shift. If refused:
3. Require the least senior Dispatcher on duty to work the available overtime.

15.02 A record of all overtime hours worked by each employee shall be recorded on a list by the City on a payroll period basis.

15.03 If qualified and trained, police officers on restricted duty status can fill openings in the communications center if needed. Police officers must be on regular scheduled duty, not called in for overtime to fill such vacancy.

**ARTICLE 16 GENERAL LEAVE**

16.01 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. A full-time 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's status. No leave will be granted for working other employment.

16.02 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 up to and including termination. The City has the right to refuse any request for general leave of absence.

**ARTICLE 17 LEAVES OF ABSENCE**

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

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

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

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

17.05 Employees shall be granted a leave of absence for military duty in accordance with State and Federal laws and local ordinances.

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

18.01 All employees shall earn sick time at the rate of 4.6 hours for every eighty (80) hours actually worked and may accumulate such sick time to nine hundred sixty (960) hours.

18.02 For any leave which qualifies under the Family and Medical Leave Act ("FMLA"), members of the Dispatchers Unit may use sick time.

18.03 Employees must apply for FMLA regarding FMLA-qualifying events such as an absence of more than three (3) consecutive days due to non-work related or work related illness or injury, being hospitalized overnight or when a serious medical condition, as defined by FMLA law and regulations, causes intermittent time off. Except as set forth in Section 18.08, employees must utilize their sick time and other paid time off during FMLA leave.

18.04 Sick time shall be utilized on account of illness or injury incapacitating the employee or a member of their immediate family from working and requiring the employee's absence.

18.05 When an employee is unable to report for duty because of illness or injury, the employee must call and advise his or her Duty Officer-in-Charge. If the employee is injured or sick from work for more than three (3) consecutive days, or incurs an injury to his or her back, or has surgery, of any kind, or is advised to have surgery, he or she must have his or her physician complete the Attending Physician Statement or attach a statement from his or her physician that indicates he or she is able to return to regularly assigned duties. Prior to be assigned to duty, this document shall be submitted to the Department of Human Resources to determine if a physical is required.

18.06 Whenever an employee is absent due to illness or injury, that employee must secure permission from the Duty Officer-in-Charge before leaving his or her home.

18.07 An employee who is absent due to illness or injury or FMLA shall not be permitted to engage in any other outside employment during the period of his or her absence, nor may he or she return to such outside employment until he or she is assigned to duty. The Chief of the Division of Police shall take such steps as he deems necessary to prevent the improper taking of sick leave.

18.08 No employee shall be charged for sick time against his or her accumulated sick time bank for any time taken as a result of an injury or illness incurred while in the lawful performance of his or her duties. However, the City has the right to review the employee's physical and mental status each thirty (30) days of his or her absence in order to determine his or her ability to return to work to perform other light duties. Should it be determined by proper medical authority that the employee will not be able to return to normal duties, the City has the right to require that employee to apply for disability retirement. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the City's chosen physician, the issue shall be submitted to a third physician specializing in occupational medicine whose decision regarding the ability to perform his or her regular duties shall be final and binding on both parties. For purposes of this section, an injury is defined as a traumatic damage to the body, of external origin, unexpected and undersigned by the injured person.

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

18.10 Employees who have accumulated more than one hundred and twenty (120) days of sick time may convert on a three-to-one basis all days accumulated over one hundred and twenty (120) days into a lump sum cash payment at the end of each calendar year. Payment to be received during the month of January. The lump sum is part of the employee's regular check.

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

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

## **ARTICLE 19           SICK LEAVE WITHOUT PAY**

19.01 A full-time, hourly employee who has completed their probationary period may be granted a leave of absence without pay (except to the extent they may be entitled to sick pay) for a period not to exceed six (6) months because of personal illness or injury. The employee may, at their option, use any vacation pay prior to going on sick leave without pay. The City will abide by the provisions of the Federal Family Medical Leave Act.

**ARTICLE 20            PERSONAL LEAVE**

20.01 A full-time 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 shall be granted by the Administrative Captain, provided concurrence and approval are obtained from the Chief of Police. It is agreed that a request for personal leave will not be unreasonably denied. 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 emergency.

20.02 Should an employee require additional time over the thirty (30) day limit, an additional written request shall be presented for approval to the Chief of Police, with concurrence by the Mayor.

20.03 An employee shall not accumulate seniority during personal leave of absence.

20.04 Employees found to be using the personal leave for purposes other than for the reasons granted shall be subject to discipline up to and including termination.

20.05 An employee may not take an extended personal leave in order to work another job.

**ARTICLE 21            LAYOFFS**

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

- A. Employees who have not completed their probationary period.
- B. Employees who have completed their probationary period.
- C. In the event of a lay-off, all affected employees shall be given two (2) weeks advance notice of said lay-off.

21.02 All employees shall be laid off on the basis of seniority within the categories enumerated above. The City will layoff the employee(s) who has the least amount of seniority. If the seniority of two (2) or more employees is equal, the employees shall be laid off alphabetically, "Z" to "A".

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 in the order noted above, before it lays off any regular employees. Therefore, if it is necessary to layoff regular employees as defined above, it shall meet with the Union to review the seniority status of those scheduled for layoff. In the event the City needs to fill the vacated positions, it shall do so on a temporary basis by offering this temporary work first to the bargaining unit employees in the affected areas. The City shall post such temporary vacancies pursuant to the provisions noted. Further, such

vacancies will be posted at the same time that the City advises the Union of the need for layoff as defined above.

21.04 If no one bids on the vacancies, the City may fill such vacancies in order of inverse seniority as long as the employee is considered qualified to perform the available work.

## **ARTICLE 22            RECALL FROM LAYOFF**

22.01 Full-time employees shall be recalled in the reverse order of their layoff. An employee on layoff will be given fifteen (15) work days' notice of recall from the date on which the City sends the recall notice to the employee, by certified mail, to his or her 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 thirty-six (36) months. During this period of thirty-six (36) months, new bargaining unit employees shall not be hired until all qualified employees on layoff status desiring to work have been recalled.

22.02 Any employee recalled requiring additional training to meet the position's qualifications shall be trained at the City's expense, and this training shall occur and be completed within one (1) year of said recall.

## **ARTICLE 23            PROMOTION/JOB BIDDING**

23.01 When a vacancy occurs on any shift in a job in the bargaining unit, or a new job is created, the City shall post for five (5) consecutive days on the Dispatcher bulletin board, a notice of the opening. The notice shall contain the job title, rate of pay, and brief job description and minimum qualifications. Employees who wish to be considered for the posted job must file a written application with the Administrative Captain not later than the end of the posting period.

23.02 The Administration shall provide a receipt for all applications timely file. All applications will be reviewed by the City and the job awarded as soon as possible but not later than within twenty (20) working days on the basis of experience, skill and ability to perform the work in question, provided that the City may reject any and all bids, if in its judgment, the applicant(s) are not qualified (as defined above) for the job, but any such applicant may grieve a rejected bid by using the Grievance Procedure of this Agreement. If the skill, ability and experience of two (2) or more employees are substantially equal, seniority shall govern. By the end of the twelfth (12<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. The Union shall receive a copy of each job posting at or before the time of posting. 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.

23.03 An employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed a reasonable period of time to qualify, but not more than sixty

(60) calendar days. The employee will be considered to have qualified on the new job when he or she satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his or her record as to quality and quantity of work meets the standards applicable to the job. If he or she fails to qualify, he or she shall be returned to his or her former job.

23.04 No employee shall be eligible to bid for any position in the Department of Safety who has not satisfactorily completed the required probationary period.

23.05 Any employee shall be prohibited from bidding successfully on more than two (2) job postings during any calendar year.

23.06 The City agrees that the employees who are on layoff may bid on promotions and will be permitted to call the Department of Human Resources to make inquiry as to their status and position on the recall list.

**ARTICLE 24            HOLIDAYS**

24.01 All employees shall receive the following paid holidays:

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

24.02 Any employee covered by this Agreement may convert their holidays to accumulated time to be used during the calendar year. No more than eighty (80) holiday hours may be cashed in at the end of the year. Any unused holiday hours in excess of eighty (80) will be forfeited. The personal day earned, pursuant to Article 41, Section 41.02, may be converted to holiday hours and cashed in at the end of the year separately from other holidays. This is paid as part of the employee's regular payroll check.

24.03 Any employee covered by this Agreement may convert holidays to accumulated time to be used or cashed in during the calendar year.

**ARTICLE 25      VACATIONS**

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

<u>Weeks</u>	<u>Working Days</u>
6	1
11	2
16	3
21	4
26	5
31	6
36	7
41	8
46	9

<u>Years of Service</u>	<u>Vacation Weeks</u>
1	2
7	3
13	4
20	5

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

25.03 A vacation week shall be seven (7) consecutive days off.

25.04 All vacation time shall be paid at the employee's regular rate of pay in effect at the time the vacation is taken.

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

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

25.07 Once an employee has made a vacation selection and is thereafter subject to a modification of work schedule which affects the employee's regular days off said employee may, at his or her option, select another vacation period from among those vacation periods remaining and consistent with Section 25.07 above. A Dispatcher may change scheduled vacation to an open week with the following restrictions: The change is at least thirty (30) days in advance of the vacation time requested; the change must not interfere with manpower needs; and the change must be approved by the Department of Law. Vacation changes will be considered on a first come, first served basis.

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

25.09 Dispatchers shall be permitted to accumulate a total of fifty (50) working days of vacation time. Vacation time acquired but not used in excess of fifty (50) days shall be forfeited on December 31<sup>st</sup> of each year.

- A. All personnel will be required to use at least ten (10) vacation days in every year.
- B. Any days in excess of the days to which an employee is entitled may be placed into a bank for accumulation.

25.10 An employee who has notified the Chief of Police in writing of the date of retirement, shall not be required to make a minimum vacation selection, as required in Section 25.09 above.

25.11 Notwithstanding the provisions of the Ohio Revised Code 9.44 in determining service time solely for the purpose of the above vacation schedules for employees employed by the City, State or any political sub-division of the State, shall not be credited to the employee to establish an accrued basis of years of service upon entry into City employment.

25.12 Following their selection of two (2) weeks vacation time, vacation time may be taken in one (1) hour increments with the approval of the shift commander.

## **ARTICLE 26            WAGES**

26.01 There shall be a two percent (2%) wage increase effective on January 1, 2014. All full-time employees shall be paid at the following hourly rate:

<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$ 16.56	\$ 17.42	\$ 18.66	\$19.69	\$20.72

26.02 Effective January 1, 2015, there shall be a two percent (2%) wage increase. All full-time employee shall be paid at the following hourly rate:

<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$16.89	\$17.77	\$19.03	\$20.08	\$21.13

26.03 Effective January 1, 2016, there shall be a two percent (2%) wage increase. All full-time employees shall be paid at the following hourly rate:

<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$17.23	\$18.13	\$19.41	\$20.48	\$21.55

The City will provide a stipend of \$500 to all full-time employees covered by this Agreement for proficiency in "LEADS." This stipend will be paid in January of each year. Additionally, the City will provide an additional \$.75/per hour for LEADS proficiency, and the performance of Matron duties.

## **ARTICLE 27            LONGEVITY COMPENSATION**

27.01 All full-time employees of the bargaining unit shall be paid semi-annually, with the first pay in June and December of each year which will be included in the employee's regular pay, in addition to such salary or compensation that may be provided by the Agreement, additional compensation based on the number of continuous full years of service, including interim military service, as determined on the dates of June 15<sup>th</sup> and December 15<sup>th</sup> of each year, computed in accordance with the following semi-annual rate schedule:

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

**ARTICLE 28            CALL-IN PAY**

28.01 A full-time employee who is called in to work at a time not abutting the beginning or end of his or her regularly scheduled work shift shall receive payment for a minimum of three (3) hours worked at time and one-half (1-1/2) or actual time worked, whichever is greater.

28.02 When an employee is required to work at a time he or she is not regularly scheduled and such duty abuts his or her regularly scheduled shift, the employee shall be paid the actual time worked at the rate of time and one-half (1-1/2) his or her normal rate of pay.

28.03 Any Dispatcher called in to duty shall report within one (1) hour of personal notification to do so.

**ARTICLE 29            STAND-BY PAY**

29.01 An employee shall receive two (2) hours pay at time and one-half (1-1/2) his or her hourly rate if required to be on 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.

- A. In the event it is necessary to place an employee on stand-by, the stand-by assignment shall be offered in order of seniority to all off duty employees. The decision to place a Dispatcher on stand-by shall be made by the Administrative Captain or designee to the Dispatcher.
- B. In the event no employee voluntarily accepts the offer, the stand-by assignment shall be assigned to the least senior off-duty employee available.
- C. Employees on stand-by shall be, and remain, immediately accessible for telephone contact and ready and able to report for work within one (1) hour of said telephone contact.
- D. A "stand-by" overtime form shall be completed by the immediate Supervisor who notified the employee of their stand-by assignment, noting the time and date of same. The employee shall sign the form, if he or she is available.
- E. Stand-by assignments shall not exceed eight (8) continuous hours within a twenty-four (24) hour period, beginning with the start of the stand-by assignment.

**ARTICLE 30            SPECIAL ASSIGNMENTS**

30.01 Non-bargaining unit employees shall not be assigned to perform bargaining unit work if such assignment causes a layoff, job abolishment, or displaces bargaining unit employees from their regular job assignments on a regular basis. Qualified and trained employees may be used to fill openings on an emergency basis due to the resignation, termination or sick leave of Dispatchers.

**ARTICLE 31 HOSPITALIZATION AND INSURANCE**

31.01 The City agrees to provide for full-time members and their dependents a choice of health care plans, provided the City may change either carriers or delivery systems if the benefits and provider networks are comparable to the present plan. The City shall not offer less than two (2) plans; a PPO and HMO selected by the City. The City shall not be required to pay any premium to an HMO in excess of the annual monthly costs for the PPO. Prior to changing health care delivery systems, the City will meet and confer with the Union.

31.02 Effective January 1, 2014, for employees electing coverage under the 90/10 Plan, monthly employee premium contributions shall be ten percent (10%) for family coverage and thirteen percent (13%) for single coverage, based on COBRA rates (medical and prescription drug), with a cap of \$125.00 per month for family and \$75.00 per month for single.

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

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

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

31.06 The City shall pay the remaining cost of the plan premium of expected costs of such medical and prescription drug plan. The member contribution shall be withheld via payroll deduction not later than the first pay period of each month.

31.07 The chart below reflects the changes to premium contribution as well as 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
2016	MMO 90/10 single	13%	\$125	Deductible stays at \$500; out-of-pocket max increases to \$2,000
	MMO 90/10 family	10%	\$180	Deductible stays at \$1,000; out-of-pocket max increases to \$4,000

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

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

31.10 The City agrees to provide coverage of life insurance to each employee covered by this Agreement in the amount of \$25,000.00, effective July 1, 2002.

31.11 The "100%" and the "90/10" Summary Plan Descriptions, including prescription drug coverage, are attached hereto. (See Appendix A, attached)

#### **ARTICLE 32 UNIFORMS/MAINTENANCE**

32.01 All full-time employees shall receive an annual uniform allowance of \$625.00. Such uniform allowance shall be paid semi-annually on March 31<sup>st</sup> and September 30<sup>th</sup> of each year or at the next succeeding payroll date which will be included in the employee's regular pay. Uniform allowance payments shall be pro-rated for new-hires and employees separating from employment with the City.

#### **ARTICLE 33 TOOLS AND EQUIPMENT**

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

#### **ARTICLE 34 SAFE WORK PRACTICES**

34.01 If at any time an employee is found to be in the possession of or is know to have consumed illegal drugs or alcohol during the workday or at any work site, or has seemingly reported to work under the influence of alcohol or drugs, or has reported to work with the odor of an alcoholic beverage on his or her breath, or becomes disoriented or incoherent, the employee is to be immediately transported to Lakewood Hospital for an immediate evaluation.

34.02 Appropriate disciplinary action will be taken against any employee found to be under the influence, and as a condition of employment shall sign a statement of understanding and agree to

cease using alcohol and/or illegal drugs, and will also agree to enter into an alcohol/drug rehabilitation program under the direction of the Human Resources Director.

**ARTICLE 35           SHIFT PREMIUM**

35.01 All full-time employees who work four (4) hours or more as part of a regular shift assignment between the hours of 2:30 p.m. and 6:30 a.m. shall receive a shift premium of forty-five (45) cents per hour for all hours worked during the second shift, and fifty (50) cents per hour for all hours worked during the third shift. In addition, all employees who work a regular rotating shift shall receive a fifty-five (55) cent per hour shift premium for all regular hours worked. Employees regularly assigned to first or "day" shift, and second or evening shift, shall receive the third shift premium for all overtime hours worked during the third shift. Employees assigned to the first and second shifts will not receive the third shift premium for hours they work on third shift as a result of a time trade with another employee.

**ARTICLE 36           JOB CLASSIFICATION**

36.01 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 to 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.

**ARTICLE 37           INVESTIGATIONS**

37.01 When an employee is to be interviewed or required to submit reports as a result of a citizen's complaint, the employee shall be informed of the nature of such complaint prior to such interview or order to submit a report.

37.02 In the event the City is engaged in an investigation of any employee covered by this agreement, the City will issue no news releases or photographs which identify said employee, but will refer all inquiries to the appropriate Prosecutor's office.

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

**ARTICLE 38           PERSONNEL FILES**

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

38.02 All full time employees of the bargaining unit shall have the right to examine their own personnel file (excluding all information related to their probationary period and pre-employment screening), once every six (6) months and with two (2) working days advance notice.

Such request shall be forwarded through channels to the Director of Human Resources. Employees will be required to remain in the Human Resources Department with a member of the Human Resources staff while reviewing their file. Under no circumstances will an employee be allowed to remove a file from the Department of Human Resources.

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

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.

#### **ARTICLE 39 CONFLICT WITH LAW AND SEPARABILITY**

39.01 The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

39.02 If it is determined by a court of final jurisdiction, that any provision of this Agreement is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining articles of this Agreement.

39.03 In the event of an unlawful termination of a section or article of this Agreement, that section or article shall be reopened and the City and Union shall meet within thirty (30) days to negotiate a lawful alternative provision. If the parties cannot resolve the issue among themselves within thirty (30) days of the first meeting, the parties shall submit the issue to arbitration pursuant to the terms of Article 10, Section 10.04.

#### **ARTICLE 40 TRAINING ASSIGNMENT**

40.01 The employer may assign an employee the responsibility of training another employee. The employee assigned responsibility for training shall receive \$250.00 for each year such responsibility is assigned.

40.02 An employee temporarily assigned to a classification excluded from the bargaining unit shall maintain his or her seniority and grievance rights within the bargaining unit for the period of said assignment.

**ARTICLE 41            PERFECT ATTENDANCE**

41.01 All full-time employees covered under this contract who complete a calendar quarter (1/4) of a year with perfect attendance (January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31), with no time absent for any reason whatsoever (excluding time off as a direct result of an on-the-job injury lasting no more than seven (7) eight-hour shifts (consecutive or intermittent) for each separate and distinct injury), shall be entitled to receive a bonus equal to twelve (12) hours' pay at his or her current rate of salary, for each calendar quarter (1/4) in which no absence is recorded provided that said twelve (12) hours' of pay at the current rate of pay does not exceed \$250.00. Vacations, holidays, funeral leave, military leave, jury duty/witness leave and union leave shall not be counted as days absent. However, employees who take time off as a result of a serious injury, suffered as a result of a physical altercation with an inmate, shall maintain eligibility during the initial eighteen (18) month period of treatment for each separate and distinct serious injury.

41.02 All full-time, permanent employees covered under this contract who complete one (1) year (January 1<sup>st</sup> through December 31<sup>st</sup>) with no time absent for any reason whatsoever (excluding time off as a direct result of an on-the-job injury lasting no more than seven (7) eight-hour shifts, consecutive or intermittent, for each separate and distinct injury), shall be entitled to an additional personal day off during the following year. However, employees who take time off as a result of a serious injury, suffered as a result of a physical altercation with an inmate, shall maintain eligibility during the initial eighteen (18) month period of treatment for each separate and distinct serious injury.

41.03 Employees hired after August 1, 2010 shall not be eligible for a perfect attendance bonus.

**ARTICLE 42            TUITION REIMBURSEMENT**

42.01 Upon successful completion of the basic probationary period, employees may take accredited college courses with the approval of the Chief of Police. The City shall reimburse such employees the full tuition expense provide the employee receives a grade of "C" or the equivalent, at the completion of each course. If the employee leaves the Department within five (5) years of such reimbursement, the employee shall have the full amount of tuition reimbursement deducted from the employee's final payout or make full reimbursement to the City.

**ARTICLE 43            COMMUNICABLE DISEASES**

43.01 The City recognizes its obligation to be responsive to the employee's needs regarding communicable diseases. Detailed policy and procedures shall continue to be in place regarding proactive preventative measures. This policy and procedure shall be available to each bargaining unit member. It shall discuss and describe treatment of citizens and the precautions which should be updated as often as new information is made available.

43.02 The City shall issue members all equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment. The City

agrees to cooperate with members with terminal illness seeking to utilize the pension system disability program and/or retirement system that provides viable options for that affected employee.

**ARTICLE 44 MISCELLANEOUS**

44.01 All full-time employees shall have a minimum of six (6) "RDO" days off each month.

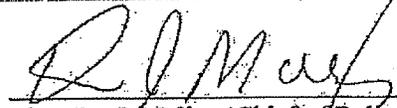
**ARTICLE 45 DURATION**

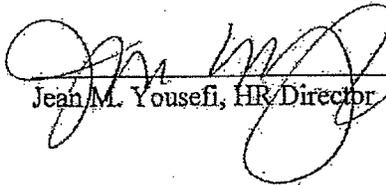
45.01 This Agreement represents an understanding between the City and the Union and it shall be effective from January 1, 2014 through December 31, 2016, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely 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, 2013, 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 \_\_\_ day of February, 2014.

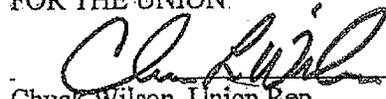
FOR THE CITY

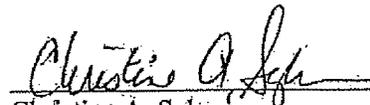
  
\_\_\_\_\_  
Michael P. Summers, Mayor

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

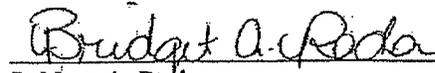
  
\_\_\_\_\_  
Jean M. Yousefi, HR Director

FOR THE UNION

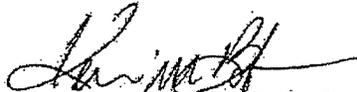
  
\_\_\_\_\_  
Chuck Wilson, Union Rep.

  
\_\_\_\_\_  
Christine A. Sykora

  
\_\_\_\_\_  
Tricia A. Komora

  
\_\_\_\_\_  
Bridget A. Roda

APPROVED AS TO LEGAL CORRECTNESS AND FORM.

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

## APPENDIX A

### 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 covered services</u> , such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800.540.2583 for list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

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

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

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**City of Lakewood : Plan 1**

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

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

Coverage for: Single or Family | Plan Type: PPO



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

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

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

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

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

Coverage for: Single or Family | Plan Type: PPO

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

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

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**City of Lakewood : Plan 1**

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

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

Coverage for: Single or Family | Plan Type: PPO

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

**City of Lakewood : Plan 1**

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

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

Coverage for: Single or Family | Plan Type: PPO

**Excluded Services & Other Covered Services:**

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

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

**Your Rights to Continue Coverage:**

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

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

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

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**City of Lakewood : Plan 1**

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

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

Coverage for: Single or Family | Plan Type: PPO

**Your Grievance and Appeals Rights:**

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

**Does this Coverage Provide Minimum Essential Coverage?**

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

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

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

# Medical Mutual of Ohio 90/10 Plan

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

Coverage Period: January 1st - December 31st

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

Coverage for: Single or Family | Plan Type: PPO

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

Important Questions	Answers	Why This Matters
What is the overall deductible?	\$300/single, \$600/family Network \$300/single, \$600/family Non-Network Doesn't apply to co-insurance, copays and network preventive care	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, \$1700/single, \$3400/family Network \$2,000/single, \$4,000/family Non-Network	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes, See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800.232.7400 for a list of participating providers.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed later in the document. See your policy or plan document for additional information about excluded services.

Questions: Call 800.232.7400 or visit us at [MedMutual.com/SBC](http://MedMutual.com/SBC).  
If you aren't clear about any of the italicized 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 —
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	10% coinsurance	30% coinsurance	— none —
	Delivery and all inpatient services	10% coinsurance	30% coinsurance	— none —
If you need help recovering or have other special health needs	Home health care	10% coinsurance		— none —
	Rehabilitation services (Physical Therapy)	10% coinsurance	30% coinsurance	— none —
	Habilitation services (Occupational Therapy)	10% coinsurance	30% coinsurance	— none —
	Habilitation services (Speech Therapy)	10% coinsurance	30% coinsurance	— none —
	Skilled nursing care	20% coinsurance		— none —
	Durable medical equipment	20% coinsurance		— none —
	Hospice service	10% coinsurance		— none —

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

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

**City of Lakewood : Plan 2**

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

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

Coverage for: Single or Family | Plan Type: PPO

**Excluded Services & Other Covered Services:**

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

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

**Your Rights to Continue Coverage:**

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

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

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

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**City of Lakewood : Plan 2**

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

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

Coverage for: Single or Family | Plan Type: PPO

**Your Grievance and Appeals Rights:**

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

**Does this Coverage Provide Minimum Essential Coverage?**

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

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

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

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

Coverage Period 1-1-

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

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

**Chart of Premium Contributions and Plan Design Changes**

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

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
EMPLOYEE ORGANIZATION,

and,

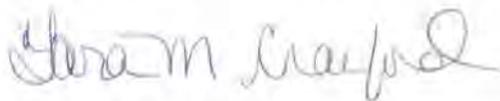
CITY OF LAKEWOOD,  
EMPLOYER.

}  
} Case No(s): 13-MED-09-1173  
} (Dispatchers)  
}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet is attached.

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. Jon M. Dileno, [jmd@zrlaw.com](mailto:jmd@zrlaw.com)