



**AGREEMENT**

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12/23/2013

**BETWEEN THE**

**CITY OF LAKEWOOD**

**AND**

**OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION**

**CORRECTIONS OFFICER 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 Patrolmen's Benevolent Association (OPBA), 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 OPBA is recognized as the sole and exclusive representative for a bargaining unit of all regular full-time Corrections Officer 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 Corrections Officer employees.

**ARTICLE 3  
NON-DISCRIMINATION**

**3.01** Both the City and the Union recognize their respective responsibilities under the Federal and State Civil Rights Law, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the 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 Corrections Officers to be free to join the Union. The City agrees that 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 OPBA by payroll deduction. All members of the bargaining unit shall either become dues paying members of the OPBA or, as a condition of continued employment, remit to the OPBA a fair share fee in the amount set by the OPBA, per person, per month, in accordance with the provisions of Ohio Revised Code 4117.09(c), starting with the sixty first (61st) 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 OPBA at 10147 Royalton Road, Suite J, North Royalton, Ohio 44133, or such other address as set by the OPBA 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.

**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 commenced 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 OPBA 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, discharge for just cause, 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 governmental unit; control the premises and facilities, and determine the number and location of facilities; promulgate and enforce reasonable employment rules and regulations; introduce new and/or improved equipment, methods and/or facilities; determine the size, duties and work

methods of the work force; determine the 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 and 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 locked 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 the OPBA and shall be solely for Union business; and
- B. No notice or other writing may contain anything political, controversial or critical of the City or any other institution or of any employee or other person; and
- 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 Sub-paragraphs 1 and 2, 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 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 supervisor, during the final one-half (1/2) hour of the shift or at a time more convenient to both parties.

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

8.04 OPBA Staff Representatives or Associates shall have reasonable visitation privileges to the Employer's facilities, public or otherwise for the purpose of administering this Agreement.

8.05 OPBA will be authorized an aggregate of forty (40) hours of paid leave, per calendar year, for the OPBA Associate to use at any time during the year to attend OPBA 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 OPBA Associates shall attend to the administration of this Agreement (grievances and negotiation sessions) on a no loss/no gain basis.

8.07 The OPBA 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 will be advised of the reasons for such action. He will be advised of his right to have his Union Associate present and, upon request, will be permitted to discuss his suspension or discharge with the Associate in an area made available by the City before being required to leave 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 Associate of the date and time of the conference and, upon request, the employee shall be permitted to privately discuss his 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 OPBA and the City. The procedures specified in this Article are intended to provide a system for fair, expeditious and orderly adjustment of the grievances of employees of the Division of Police.

**10.02** A "grievance" is any dispute or difference between the City and the OPBA, 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 monetary loss to the employee, except for those involving discharge of non-certified and probationary employees.

**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 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, members of the grievance committee and the aggrieved employee(s). Within ten (10) working days of this meeting, the City shall issue a written answer to the grievance.
- Step III: If the grievance is not satisfactorily settled in Step II, the aggrieved employee(s) or the 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 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 OPBA staff representative. The OPBA 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 OPBA 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 OPBA staff representative's decision shall be final and binding. Should the OPBA staff representative decide to process the grievance further, the OPBA may, within fifteen (15) days after the City's Step III answer was issued, file an appeal with the Mayor or the Mayor's designated representative. Such appeal shall be in writing, include a copy of the original grievance and shall specify the reason why the OPBA representative believes the Step III answer is in error. Grievances involving suspension or termination shall be submitted directly to Step IV. The Mayor or the Mayor's 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 OPBA may submit the matter to The American Arbitration Association requesting a list of arbitrators from the National Academy Panel of Arbitrators of the American Arbitration 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 any provision of this agreement.
- C. 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 under this provision 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 and 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 OPBA (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 OPBA 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 OPBA and the employees.

**10.08** The grievance committee shall consist of bargaining unit member(s) designated by the OPBA.

**10.09** A labor/management committee consisting of the Director of Human Resources, or his designated representative, the Lakewood Chief of Police, or his designated representative, and representatives of the Corrections Officers shall meet at least once every 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 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 provisions of Section 11.01 of this Article.

## **ARTICLE 12 SENIORITY**

**12.01** Corrections Officers, for the purpose of layoff, seniority shall be their continuous service with the City.

**12.02** Corrections Officers 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 on 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 a full-time Corrections Officer 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, Corrections Officers shall be allowed to leave the building for the express purpose of obtaining 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 of the jail area. 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 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 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> of the preceding month.

**13.06 Shift Selection**

Management shall have the sole and exclusive discretion to establish what shifts, among the following, are staffed:

1st Shift	7 a.m. to 3 p.m.
2nd Shift	3 p.m. to 11 p.m.
3rd Shift	11 p.m. to 7 a.m.
Swing Shift	variable

**Subject to the approval of the Chief of Police, whose approval shall not be unreasonably denied, existing employees, on a seniority basis, shall be afforded the opportunity to select their shift assignment by November 1 of the preceding year. ARTICLE 14**

**OVERTIME**

**14.01** All overtime must be approved by the Chief of Police or his designated representative and all assigned overtime must be worked and will be compensated for as provided in this Agreement.

**14.02** Any hours of duty in excess of eight (8) hours within an employee’s regularly scheduled work day shall be compensated at the following rates:

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

New Year’s Day	Martin Luther King, Jr. Day
Memorial Day	Veterans’ Day
Independence Day	Presidents’ Day
Labor Day	Good Friday
Thanksgiving Day	
Christmas Day	

- D. Any employee scheduled off on any of the above listed ten (10) holidays, who is compelled to work, shall be compensated at the rate of double time.
- E. Any employee who is compelled to perform official overtime duty during scheduled vacation shall be compensated at the rate of double time in accordance with the provisions of this Article.

**14.03** Employees required to work on the following days shall be paid at time and one-half (1-1/2):

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

**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 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 or 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 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 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 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**

**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 Corrections Officers who are classified for the available work and on regular day off. When there are two or more Corrections Officers employed by the City and overtime is created in the corrections unit by the absence of a Corrections Officer, the City shall first offer the available overtime to Corrections Officers on the basis of seniority.

**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.

## **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.

**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 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, 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, 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 - LEAVE 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 leave to nine hundred sixty (960) hours.

**18.02** For any leave which qualifies under the Family and Medical Leave Act ("FMLA"), members of the Corrections Officers 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 18.07, employees must utilize their sick time and other paid time off during FMLA leave.

**18.04** Sick time shall be utilized only on account of illness or injury incapacitating the employee 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 Duty Officer-in-Charge and complete a Certificate of Illness or Injury Form. If the employee is injured or sick from work for more than five (5) consecutive days, or incurs an injury to the back, or has surgery of any kind, or is advised to have surgery, he must complete a Certificate of Illness or Injury Form and have his physician complete the Attending Physician Statement or attach a statement from his physician to the Certificate that indicates he is able to return to regularly assigned duties. Any documents containing medical information must be sent to Human Resources not to the Police Department. Prior to being assigned to duty, this document shall be submitted to the Department of Human Resources in order that the City may determine if a physical is required.

**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 home.

**18.07** An employee who is absent due to illness or injury whether their own or an eligible family members, shall not be permitted to engage in any other outside employment during the period of his absence, nor may he return to such outside employment until he 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 time.

**18.08** No employee shall be charged for sick time or time off against his accumulated sick time bank for any time taken as a result of an injury or illness incurred while in the lawful performance of his duties. However, the City has the right to review the employee's physical and mental status each thirty (30) days of his absence in order to determine his ability to return to work. If authorized by proper medical authority, the City shall have the right to call the employee to work to perform other light duties. Should it be determined by proper medical authority that the employee will not be able to return to normal duties, the City has the right to require that employee to apply for disability retirement. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the City's physician, the issue shall be submitted to a third party physician specializing in occupational medicine whose decision regarding the ability to perform his 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 undesigned by the injured person.

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

**18.10** Employees who have accumulated more than one hundred and twenty (120) days of sick time (960 hours) 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 as part of the employee's regular pay check during the month of January.

**18.11** In the event an employee becomes or continues to be incapacitated from work by illness or injury, after exhaustion of his acquired sick time, the employee may apply for a Sick Time Donation as stated in the Personnel Policy and Procedure manual.

**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 his or her option, use any vacation pay prior to going on sick leave without pay. The City will abide by provisions in the Federal Family and 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 administration officer, 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 leaves 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.

ARTICLE 21  
LAYOFFS

**21.01** Whenever it is necessary for the City to reduce its' forces, Corrections Officers 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 layoff, all affected employees shall be given two (2) weeks advance notice of said layoff.

**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 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 Corrections Officer bulletin board, a notice of the opening. The notice shall contain the job title, rate of pay, a 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' filed. 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 (12th) 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 that no bargaining unit employee is selected, each employee who bid will receive a written notice explaining his 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 satisfactorily performs the required duties with no more supervision that is required by other qualified employees on the same or similar jobs, and when his record as to quality and quantity of work meets the standards applicable to the job. If he fails to qualify, he shall be returned to his 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 employees who are on layoff may bid on promotions and will be permitted to call the Human Resources Office 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
- Veteran's Day
- President's Day
- Good Friday

Memorial Day  
 Independence Day  
 Thanksgiving Day  
 Christmas Day  
 Employee's Birthday  
 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 40, Section 40.02, may be converted to holiday hours and cashed in at the end of the year separately from other holidays.

**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 employees who have completed one (1) year or more of service as of June 1, 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 the 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 option, select another vacation period from among those vacation periods remaining and consistent with Section 25.06 above. A Corrections Officer 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 vacation days in accordance with the terms of this Agreement.

**25.09** Employees hired prior to March 1, 1990, 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 31st 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.
- C. To accumulate vacation, the employee shall complete the required form and forward it to the office of the Chief of Police between September 15th and October 1st of the year preceding selection.

**25.10** Any employee hired after February 28, 1990, shall be required to take all vacation hours in the calendar year following the calendar year in which earned.

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

**25.12** 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.

**25.13** Following their selection of two (2) weeks vacation time, vacation time may be taken in one (1) hour increments with the approval of the Administrative Captain and affected Shift Commander.

**ARTICLE 26  
WAGES**

**26.01** Effective January 1, 2014 there shall be a 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>
<b>CO II</b>	\$15.33	\$16.30	\$17.26	\$18.22	\$19.17
<b>CO I</b>	-	-	-	-	\$19.55

**26.02** Effective January 1, 2015 there shall be a 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>
<b>CO II</b>	\$15.64	\$16.63	\$17.61	\$18.58	\$19.55
<b>CO I</b>	-	-	-	-	\$19.94

**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>
<b>CO II</b>	\$15.95	\$16.96	\$17.96	\$18.95	\$19.94
<b>CO I</b>	-	-	-	-	\$20.34

**26.04** The City will provide a stipend of \$500 to all full-time employees covered by this Agreement for proficiency in "LEADS." Additionally, the City will provide an additional \$.80/per hour for LEADS proficiency.

**26.05** For the purposes of this agreement, the classification "CO I" shall mean a corrections officer with at least ten (10) years' service in the unit, and "CO II" shall mean a corrections officer with less than ten (10) years' service in the unit.

**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, in addition to such salary or compensation that may be provided by this 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 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 is not regularly scheduled and such duty abuts his regularly scheduled shift, the employee shall be paid the actual time worked at the rate of time and one-half (1-1/2) his normal rate of pay.

**28.03** Any Corrections Officer 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 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 Corrections Officer on stand-by shall be made by the Administrative Captain or his designee to the Corrections Officer.

- 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 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  
HOSPITALIZATION AND INSURANCE**

**30.01** 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 FOP.

**30.02** Appendix C outlines the 2014 Medical Mutual of Ohio plans and provides a summary of plan design changes agreed to for the remainder of this contract, and is incorporated herein by reference.

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

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

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

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

**30.05** 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 deductions not later than the first pay period of each month.

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

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

**30.08** The "100%" and the "90/10" Summary Benefit and Coverage Descriptions, including prescription drug coverage which will be effective January 1, 2014, are attached hereto. (See Appendix C.)

### **ARTICLE 31 UNIFORMS/MAINTENANCE**

**31.01** All full time employees shall receive an annual uniform allowance of \$600.00. Such uniform allowance shall be paid in March and be included in the employee's regular pay check. Uniform allowances shall be prorated for newly hired employees and employees separating from employment.

### **ARTICLE 32 TOOLS AND EQUIPMENT**

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

### **ARTICLE 33 SAFE WORK PRACTICES**

**33.01** If at any time an employee is found to be in the possession of, or is known 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 breath, or becomes disoriented or incoherent, the employee is to be immediately transported to Lakewood Hospital for an immediate evaluation.

**33.02** 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 will also agree to enter into an alcohol/drug rehabilitation program under the direction of the Human Resources Administrator.

**ARTICLE 34  
SHIFT PREMIUM**

**34.01** 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 8:30 a.m. shall receive a shift premium of forty-five (45) cents per hour for all hours worked during the second 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 the 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 35  
JOB CLASSIFICATION**

**35.01** If substantial changes in the method of operation, tools or equipment of a job occurs, or if a new job is established which has not been previously classified, the City shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the City and the Union are unable to reach an agreement on the issue, the City shall establish a temporary rate and classification, and will promptly notify the Union in writing. Thereafter, the Union may file a grievance in Step 4 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 36  
INVESTIGATIONS**

**36.01** 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.

**36.02** In the event the City is engaged in any criminal 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.

**36.03** 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 37  
PERSONNEL FILES**

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

**37.02** 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). 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.

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

**37.04** 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 38  
CONFLICT WITH LAW AND SEPARABILITY**

**38.01** 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.

**38.02** 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.

**38.03** In the event of an unlawful determination 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, Paragraph I0.04.

**ARTICLE 39  
TRAINING ASSIGNMENT**

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

**39.02** An employee temporarily assigned to a classification excluded from the bargaining unit shall maintain his seniority and grievance fights within the bargaining unit for the period of said assignment.

**ARTICLE 40  
PERFECT ATTENDANCE**

**40.01** 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 30), 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 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. These payments will be included in the employee's regular paycheck. 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. Employees hired after August 1, 2010 shall not be eligible for the perfect attendance bonus.

**40.02** All full-time, permanent employees covered under this contract who complete one (1) year (January 1st through December 31st) 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 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. Employees hired after August 1, 2010 shall not be eligible for the perfect attendance bonus.

**ARTICLE 41  
TUITION REIMBURSEMENT**

**41.01** 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 provided 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 his final payout or make full restitution to the City.

**ARTICLE 42  
COMMUNICABLE DISEASES**

**42.01** 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 practiced for one's self-protection. Said policy and procedures shall be updated as often as new information is made available.

**42.02** 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 43  
MISCELLANEOUS**

**43.01** All full-time employees on the swing shift shall have a minimum of six (6) "RDO" days off each month.

**43.02 Reinstatements**

- A. Bargaining unit employees who have completed their probationary period and who have terminated their employment for reasons not related to a disciplinary matter may be reinstated to their previous position, at the discretion of the City, within one (1) year of the date of termination.
- B. For purposes of initial placement in the wage scale, a reinstated employee will be credited with one (1) month for each three (3) full months of prior service in the job classification with the City of Lakewood, and will be placed at the appropriate point on the wage schedule in recognition of said prior service (e.g., an employee with 42 months of prior service in the classification would be placed at the 12 month rate). Thereafter, the employee will advance through the wage schedule to any higher step upon the completion of six (6) month service increments.
- C. Reinstated employees shall be required to successfully complete a six (6) month probationary period.
- D. In accordance with Article 25 (Vacations), Section 25.12, reinstated employees shall be credited with prior service with the City of Lakewood exclusively for the purposes of the accrual of vacation time.

**ARTICLE 44  
DURATION**

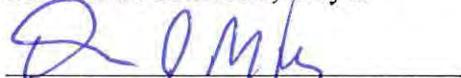
**44.01** This Agreement represents an understanding between the City and the Union, and it shall be effective from January 1, 2014 through December 31, 2016 and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives 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, 2016, either party gives fourteen (14) days' notice of an intention to terminate this entire Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 11 day of December, 2013.

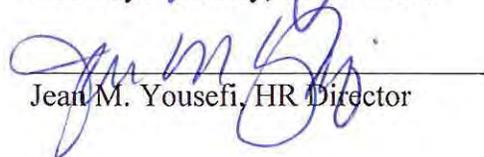
FOR THE CITY



Michael P. Summers, Mayor



Timothy J. Malley, Police Chief

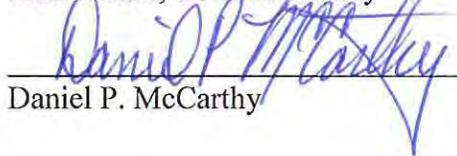


Jean M. Yousefi, HR Director

FOR THE UNION



Max Rieker, OPBA Attorney



Daniel P. McCarthy

APPROVED AS TO LEGAL CORRECTNESS AND FORM



Kevin M. Butler, Law Director

Appendix A

OTHER AGREEMENTS

(Reserved.)

Effective April 1, 2001, Corrections Officers will work the following shifts:

- \_\_\_\_\_ 1st Shift
- \_\_\_\_\_ 2<sup>nd</sup> Shift
- \_\_\_\_\_ 3<sup>rd</sup> Shift
- \_\_\_\_\_ Swing Shift

7 a.m. - 3 p.m., 3 p.m. - 11 p.m., 11 p.m. - 7 a.m., 11 a.m. - 7 p.m.

~~In conjunction with the establishment of the 3rd shift, existing Corrections Officers, on a seniority basis, shall be afforded the opportunity to select their shift assignment.~~

~~In recognition of the establishment of a 3rd shift, Corrections Officers who are assigned to work on said shift shall be paid a shift premium of fifty (50) cents per hour.~~

~~The above constitutes the entire agreement relative to the reinstatement of employees and the establishment of a 3rd shift for Corrections Officers.~~

FOR THE CITY:

\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**Appendix B**

**SIDE AGREEMENT  
BETWEEN THE  
CITY OF LAKEWOOD  
AND  
CORRECTIONS OFFICERS**

(Reserved.)

~~This agreement is entered into between the City of Lakewood and the Fraternal Order of Police/Ohio Labor Council on behalf of the Corrections Officer Bargaining Unit.~~

~~The parties agree to the following relative to the reinstatement of Daniel Rusnak, a former Corrections Officer, or for other former Corrections Officer reinstatements that may occur in the future, and certain other matters related to the work schedule of Corrections Officers:~~

REINSTATEMENTS:

~~Bargaining unit employees who have completed their probationary period and who have terminated their employment for reasons not related to a disciplinary matter may be reinstated to their previous position, at the discretion of the City, within one (1) year of the date of termination.~~

~~For purposes of initial placement in the wage scale, a reinstated employee will be credited with one (1) month for each three (3) full months of prior service in the job classification with the City of Lakewood, and will be placed at the appropriate point on the wage schedule in recognition of said prior service (e.g., an employee with 42 months of prior service in the classification would be placed at the 12 month rate). Thereafter, the employee will advance through the wage schedule to any higher step upon the completion of six (6) month service increments.~~

~~Reinstated employees shall be required to successfully complete a six (6) month probationary period.~~

~~In accordance with Article 25 (Vacations), Section 25.12, reinstated employees shall be credited with prior service with the City of Lakewood exclusively for the purposes of the accrual of vacation leave.~~

## Appendix C

### Medical Mutual of Ohio 100% Plan

#### City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO

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

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$150/single, \$300/family Network \$150/single, \$300/family Non-Network Doesn't apply to coinsurance, copays and network preventive care	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes, \$1,500/single, \$3,000/family Network \$1,500/single, \$3,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is <u>not included</u> in the <u>out-of-pocket limit</u> ?	Copays, deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall <u>annual limit</u> on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a <u>network 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.

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

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**City of Lakewood : Plan 1**

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

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

Coverage for: Single or Family | Plan Type: PPO

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

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

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**City of Lakewood : Plan 1**

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

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

Coverage for: Single or Family | Plan Type: PPO

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

## City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO

### Excluded Services & Other Covered Services:

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

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

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

- Bariatric Surgery
- Chiropractic Care
- Private-Duty Nursing

### Your Rights to Continue Coverage:

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

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

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

Coverage Period: January 1st - December 31st

Coverage for: Single or Family | Plan Type: PPO

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

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

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

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**City of Lakewood : Plan 2**

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

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

Coverage for: Single or Family | Plan Type: PPO

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

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$300/single, \$600/family Network \$300/single, \$600/family Non-Network Doesn't apply to coinsurance, copays and network preventive care	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other deductibles for specific services?	No	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes, \$2,000/single, \$4,000/family Network \$2,000/single, \$4,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is <u>not included</u> in the <u>out-of-pocket limit</u> ?	Copays, deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall <u>annual limit</u> on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a <u>network</u> of <u>providers</u> ?	Yes, See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800.540.2583 for list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

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

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

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 504935999  
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**City of Lakewood : Plan 2**

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

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

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you need immediate medical attention	Emergency room services	No charge after deductible		none
	Emergency medical transportation	10% coinsurance	30% coinsurance	none
	Urgent care	10% coinsurance	30% coinsurance	none
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	none
	Physician/ surgeon fee (inpatient)	10% coinsurance	30% coinsurance	none
	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits		none
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits		none
	Substance use disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		none
	Substance use disorder outpatient services (drug use)	Benefits paid based on corresponding medical benefits		none
	Substance use disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		none
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits		none
	If you are pregnant	Prenatal and postnatal care	10% coinsurance	30% coinsurance
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.ccoio.cms.gov](http://www.ccoio.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 2

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

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

Coverage for: Single or Family | Plan Type: PPO

### Your Grievance and Appeals Rights:

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

### Does this Coverage Provide Minimum Essential Coverage?

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

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

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

**CATAMARAN Rx: Non-AFSCME Pharmacy Coverage** Coverage Period 1-1-2014 - 12-31-2014

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

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

**SUMMARY OF PLAN DESIGN CHANGES**

Year	Plan	Percent of employee premium contribution	Employee premium contribution not-to-exceed amount	Plan design change
2014	MMO 90/10 single	13%	\$75	Deductible stays at \$300; out-of-pocket maximum decreases to \$1700
	MMO 90/10 family	10%	\$125	Deductible stays at \$600; out-of-pocket maximum decreases to \$3400
2015	MMO 90/10 single	13%	\$100	Deductible increases to \$500; out-of-pocket max increases to \$1800
	MMO 90/10 family	10%	\$167	Deductible increases to \$1,000; out-of-pocket max increases to \$3600
2016	MMO 90/10 single	13%	\$125	Deductible stays at \$500; out-of-pocket max increases to \$2000
	MMO 90/10 family	10%	\$180	Deductible stays at \$1,000; out-of-pocket max increases to \$4000

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LAKEWOOD, OHIO

AND

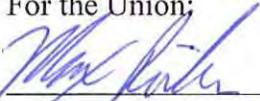
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

CORRECTIONS OFFICER UNIT

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

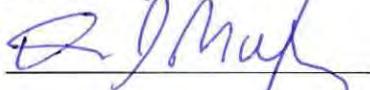
AGREED:

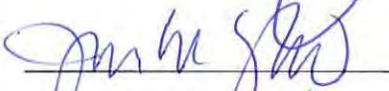
For the Union;

  
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For the City:

  
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12/11/13