



AGREEMENT

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BETWEEN

THE CITY OF LAKEWOOD

AND

LAKEWOOD ASSOCIATION OF FIREFIGHTERS

**LOCAL #382 OF THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO**

JANUARY 1, 2014 – DECEMBER 31, 2016

TABLE OF CONTENTS

AGREEMENT..... 1

ARTICLE 1 RECOGNITION 1

ARTICLE 2 CHECK OFF..... 1

ARTICLE 3 WAGES AND HOURS 2

ARTICLE 4 LONGEVITY ALLOWANCE..... 3

ARTICLE 5 UNIFORM MAINTENANCE..... 3

ARTICLE 6 OVERTIME..... 4

ARTICLE 7 WORKWEEK..... 5

ARTICLE 8 EDUCATIONAL CREDIT 5

ARTICLE 9 SENIORITY 7

ARTICLE 10 POSTING OF NOTICES..... 7

ARTICE 11 LEAVES OF ABSENCE 8

ARTICLE 12 SICK TIME AND PREGNANCY LEAVE POLICY..... 10

ARTICLE 13 PERFECT ATTENDANCE 12

ARTICLE 14 VACATIONS 13

ARTICLE 15 HOLIDAYS 15

ARTICLE 16 MEDICAL COVERAGE AND INSURANCE..... 15

ARTICLE 17 DISCRIMINATION 17

ARTICLE 18 DISCIPLINE..... 17

ARTICLE 19 GRIEVANCE PROCEDURE..... 18

ARTICLE 20 MANAGEMENT RIGHTS 19

ARTICLE 21 NO STRIKE/NO LOCKOUT..... 20

ARTICLE 22 UNION RIGHTS 20

ARTICLE 23 RESIDENCY REQUIREMENTS 21

ARTICLE 24 PROTECTION OF PERSONAL PROPERTY 21

ARTICLE 25 SEVERABILITY 21

ARTICLE 26 PREVAILING RIGHTS 21

ARTICLE 27 AGREEMENT SUPERSEDES 22

ARTICLE 28 OBLIGATION TO NEGOTIATE..... 22
ARTICLE 29 SAFETY COMMITTEE..... 22
ARTICLE 30 PRIOR SERVICE CREDIT..... 23
ARTICLE 31 UNION LEAVES 23
ARTICLE 32 PROBATIONARY MEMBERS..... 23
ARTICLE 33 DURATION OF AGREEMENT 25
APPENDIX A MINIMUM STAFFING PER VEHICLE 26
APPENDIX B WAGES..... 27
APPENDIX C (HEALTH INSURANCE /PHARMACY SUMMARY)..... 28
APPENDIX D LETTER OF UNDERSTANDING (STAFFING DISTRIBUTION)..... 37
APPENDIX E LETTER OF UNDERSTANDING (ACTING SUPERVISOR PAY) 38

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lakewood, Ohio, hereinafter referred to as the "City," and the Lakewood Association of Firefighters, Local #382 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Association." The term "member" or "members," where used in this Agreement, refers to all classified sworn members of the Division of Fire, excluding the Chief of Fire and one (1) officer from the rank of Assistant Chief designated by the Chief as the Executive Assistant Chief, and excluding all other employees represented by other unions.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association, to provide the City with the finest, most efficient and most effective firefighting force possible; to provide the maximum protection for life and property; to provide a fair and responsible method of enabling members 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 adjustment and resolution of differences which may arise under this Agreement between the parties.

The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated.

ARTICLE 1 RECOGNITION

1.01 The City hereby recognizes the Lakewood Association of Firefighters, Local #382 of the International Association of Firefighters, AFL-CIO, as the sole and exclusive agent and representative of all classified members, excluding the Chief of Fire and the Executive Assistant Chief of the Division of Fire in the City of Lakewood, for the purpose of collective bargaining and representation with respect to wages, hours, and all other terms and conditions of employment, pursuant to 4117 et seq. Ohio Revised Code.

ARTICLE 2 CHECK OFF

2.01 The City shall deduct, each month, dues from the pay of members covered by this Agreement, provided that any member shall have the right to revoke such authorizations, pursuant to the provision of Section 4117 of the Ohio Revised Code. The City shall transmit to the Association, on or before the fifteenth (15th) working day of the following month, all monies withheld during each month, along with a list of all members for whom deductions have been made, and, upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.

2.02 All members of the Division of Fire who are not members of the Lakewood Association of Firefighters, Local #382 of the International Association of Firefighters, AFL-CIO, shall have deducted from their pay a fair share fee according to the by-laws of the Association.

**ARTICLE 3
WAGES AND HOURS**

3.01 Effective January 1, 2014, all firefighters shall receive a two percent (2%) wage increase. Effective January 1, 2015, all firefighters shall receive a two percent (2%) wage increase. Effective January 1, 2016, all firefighters shall receive a two percent (2%) wage increase.

3.02 Differential.

- A. Firefighter Grade I (22 years of service) shall receive three (3) percent above Firefighter Grade I.
- B. Firefighters detailed as Assistant Mechanics, Fire Inspectors, shall receive a ten (10) percent base pay above that of Firefighter Grade I with less than twenty two (22) years of service.
- C. Fire Captains and Fire Marshals shall receive a twenty (20) percent base pay above that of the Firefighter Grade I with less than twenty two (22) years of service.
- D. Assistant Chiefs shall receive a fifteen (15) percent base pay above that of Fire Captains and Fire Marshals.

3.03 Acting Pay.

- A. Members who are assigned to perform the duties of a next higher ranked member (Captain, Assistant Chief) will receive the rate of pay for the job the member is filling.
- B. Assignment for Acting Captain or Acting Assistant Chief shall first be based upon an active promotional list of the next lower rank by shift. In the event no active promotional list exists for the rank of Assistant Chief or Captain, selection for Acting Assistant Chief or Acting Captain shall be made by the Chief, Division of Fire; said selection being one (1) member from among the three (3) senior members in the next lower rank by shift provided the member has two (2) years of experience in that grade. In the event no active promotional list for Captain exists, selections for Acting Captain shall be made by the Chief, Division of Fire, from one (1) member from among the three (3) most senior Firefighter Grade I members on the shift indicating their desire for said assignment. In the event no one indicates their desire, the individual finishing highest per shift on the most recent promotional list for that position shall be detailed.

3.04 The City will provide the following annual stipends for members who maintain certification as an Emergency Medical Technician (B-Basic) and/or Emergency Medical Technician (P-Paramedic). Effective January 1, 2006, the stipend will be paid as two (2) lump sum payments, and payment will be made in the employee's regular paycheck on the first payday following April 15th and October 15th.

- A. EMT-(B-Basic) - \$625.
- B. EMT (P-Paramedic) - \$1,250.

3.05 The City will provide a stipend of \$500 to all members for HazMat Operations certification. The stipend will be paid in the employee's regular paycheck on the first payday following May 15th.

**ARTICLE 4
LONGEVITY ALLOWANCE**

4.01 All regular, full-time members of the Division of Fire shall receive a semi-annual longevity allowance, based upon the number of continuous full years of service, including interim military service, as determined on the dates of June 15th and December 15th, in accordance with the following semi-annual schedule: Such payment to be made in the employee's regular paycheck on the first payday following June 15th and December 15th.

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

**ARTICLE 5
UNIFORM MAINTENANCE**

5.01 The City will supply and replace for every member of the Division of Fire a helmet, protective hood, fire coat, spanner wrench, boots, gloves, bunker pants, face pieces and other personal fire fighting equipment which may be required. All of the above supplied equipment shall be of an approved design and construction, and every member shall be expected to maintain and handle this equipment with reasonable care.

5.02 The City will pay to every member a uniform maintenance of \$500.00 on the last pay of March and September of each year. Payments will be made in the employee's regular paycheck.

5.03 A new member will receive a lump sum uniform maintenance payment of \$1,000.00 within sixty (60) days of the date of hire. Upon successful completion of the departmental probationary period, the member shall receive a uniform maintenance payment of \$1,000.00. Thereafter, the uniform allowance will be paid in accordance with Section 5.02 above.

5.04 Members whose uniform items are damaged or stolen in the line of duty shall report such damage or theft to their immediate supervisor. If it is determined by the Chief of the Division of Fire that the items cannot be reasonably repaired, the replacement or repair of the items will be at no cost to the member.

ARTICLE 6 OVERTIME

6.01 Any member who is recalled to work for an emergency after leaving their regular shift shall be paid for at least three (3) hours or all time worked, whichever is greater. An emergency call back is defined as an immediate need for personnel to be assigned during an incident. All emergency recalls shall be mandatory. Where particular skills, such as fire prevention, are required, only such personnel are to be called back. Call back credit for emergencies will begin at the time the telephone call is received. If there is a reduction in firefighters, as a result of an out-of-city emergency which causes manpower to fall below the established City minimum, the City will call back personnel to reach the necessary minimum. If there is a reduction in firefighters causing the number of firefighters to be below City minimum as a result of a long term commitment of three (3) hours or more outside of the City, the City will call back personnel to reach the necessary minimum.

6.02 Scheduled overtime to attend meetings, training classes and other non-emergency functions, by order of the Chief or a designee, or any holdovers from the previously scheduled shift, shall be paid at the rate of one and one-half (1-1/2) for a minimum of one (1) hour or the actual time worked, whichever is greater, and shall be mandatory unless excused for just cause.

6.03 Compensation owed for all overtime work shall be accrued in an overtime account of each member at the rate of one and one-half (1-1/2) times the actual time worked, subject to the minimum credit for call back referred to above. Members in the Division of Fire may elect, at their option, to receive overtime or a compensatory time off basis at the rate of one and one-half (1-1/2) times the time worked or to be paid for overtime in the check for the pay period in which overtime was worked. Longevity, the Hazmat Operations Certification stipend, and EMT pay pursuant to Article 3.04 shall be included in the overtime rate calculation, but will not be included in compensatory time earned from non-overtime eligible sources, such as perfect attendance and holiday pay. Payment shall be made at the rate of one and one-half (1-1/2) times the current hourly rate.

6.04 For the purpose of overtime accumulation, the following schedule shall be applied.

- A. Members with one hundred (100) hours or less of overtime in this account shall have the option to convert to cash all hours accrued as outlined in Paragraph C below. Furthermore, those hours in this account converted to cash may be replaced up to, but not more than, one hundred (100) hours. However, any member with more than one hundred (100) overtime hours accrued in their regular account at this time will automatically be paid down to one hundred (100) hours, whether requested or not.

- B. All official court overtime duty ordered by the Director of Public Safety, the Director of Law or Assistant Prosecutor of the City of Lakewood, the Judge or Clerk of the Lakewood Municipal Court or Common Pleas Court, or in response to a subpoena or similar writ commanding appearance in a criminal or quasi-criminal case arising out of an incident while on duty as a member of the Lakewood Division of Fire, shall be compensated at the rate of time and one-half (1-1/2) for all time worked in excess of their regularly scheduled workweek.
- C. Any qualified member covered under this contract may forward a written request to the Chief of Fire for payment of accrued overtime hours not later than November 15th and June 15th of each year. Payment of the overtime shall be paid not later than November 30th and June 30th.

ARTICLE 7 WORKWEEK

- 7.01 The workweek shall consist of an average of 50.4 hours each week. Members detailed to work forty (40) hours each week shall be required to work five (5) eight (8) hour days or four (4) ten (10) hour days upon approval of the Chief.
- 7.02 Excluding members detailed to work forty (40) hours each week, the workweek will be an average of 50.4 hours per week.

ARTICLE 8 EDUCATIONAL CREDIT

- 8.01 The City shall inform members of any fire related courses or seminars being conducted, provided that the City shall continue to have the sole discretion on approving member requests to attend these courses or seminars. The City shall continue to pay the total cost of books and tuition for any member achieving a grade "C" or better in any accredited fire related courses.
- 8.02 If the department mandates the attendance of a member to a particular course or seminar (excluding the state required basic firefighter training course), the member shall be paid one and one-half (1-1/2) times the hourly rate for class time and travel time, plus all expenses (tuition, lodging, meals, mileage, and other related expenses).
- 8.03 Members volunteering and authorized by the Chief to attend fire related courses shall be compensated for all expenses (tuition, lodging, meals, mileage, and other related expenses).
- 8.04 Anyone attending a local seminar will be entitled to travel time from the City of Lakewood to said location. Local is defined as within a fifty (50) mile radius of the City of Lakewood, which includes the City of Akron.

8.05 Tuition Reimbursement.

- A. Upon successful completion of the basic probationary period, members may take accredited college courses with the approval of the Chief of Fire. The City shall reimburse such member the full tuition expense provided the member receives a grade "C" or the equivalent at the completion of each course. If the member leaves the department within four (4) years of such reimbursement, the member shall have the full amount of tuition reimbursement deducted from his final payout or make full reimbursement to the City.

8.06 For purposes of this clause, a week commences on Sunday and ends on Saturday. Members who are attending a five (5) day seminar, Monday through Friday, will be permitted the calendar day before and the calendar day after as off time. Members who are attending any other approved, non-local educational course shall receive eight (8) hours off plus travel time the day before. Upon completion of the training, the member will report to their next regularly scheduled tour of duty.

8.07 Training Comp Bank

- A. Training comp time bank is capped at 100 hours and is accumulated at an hour for hour basis.
- B. Training comp time hours can be earned only by attending training off duty on a voluntary basis.
- C. Off duty training credited to the training comp time bank must have prior approval of the Fire Chief or Training officer.
- D. Requests for off duty training to be credited to the training comp time bank will be submitted to the Assistant Chief in charge of training and forwarded to the Fire Chief for approval.
- E. Approved off duty training will be credited to the training comp time bank only. Hours in the training comp time bank and the regular comp time bank are separate and distinct and cannot be transferred from one bank to another.
- F. The most current General Order for the use of comp time will be applied when granting comp time from the training comp time bank.
- G. The training comp time bank has no cash value and may only be granted for time off that does not cause overtime.
- H. The training comp time bank program will be re-evaluated annually.

**ARTICLE 9
SENIORITY**

- 9.01 A current seniority list shall be maintained at all times and shall govern the following:
- A. Vacation and holiday selections among the unpromoted ranks will be selected on the basis of seniority of the original appointment date. Promoted members will use rank and seniority in rank as the criteria for the selection.
 - B. Compensatory time off shall be granted on the basis of seniority of the original appointment date provided the request for time off is made more than one (1) scheduled shift in advance of the actual beginning of the compensatory time period. If the request is made one (1) scheduled shift or less before the beginning of the compensatory time period, time off shall be granted on the basis of first-come, first-served, with the first member requesting a specific period being granted the same.
 - C. Seniority shall be broken when a member (a) quits or resigns, (b) is discharged, (c) is laid off for more than two (2) years, (d) fails to report for work when recalled from layoff within seven (7) days from the date on which the member receives notice of recall by certified mail. (It is the member's obligation to notify the City of any change of address. The City shall forward notice required by this section to the last address supplied by the member.)
- 9.02 In the event of a reduction in force, the members with the greatest seniority shall be retained provided, however, at all times there shall be at least three (3) officers on duty regardless of seniority. Members shall be recalled by order of greater seniority.
- 9.03 Years of service for purposes of promotion shall be defined as years of service only with the Lakewood Division of Fire.

**ARTICLE 10
POSTING OF NOTICES**

10.01 Within ten (10) days of a company assignment opening at Station 2 or Station 3, or an opening at Station 1 for the promoted ranks, Truck Company 1, and Car 2 driver, which becomes available as a result of resignation, retirement, transfer or detailed reassignment as Assistant Mechanic or Fire Inspector, the City shall post a notice of said vacancy at each Station for ten (10) consecutive days. Stations shall be staffed as follows:

(See following page)

Station 1

A/C
FF
Truck Capt.
Unassigned Capt.
FF
FF
Mechanic
FF/EMT
FF/P
FF/P
LPA
LPA

Station 2

Capt.
FF
FF
FF/EMT
FF/P/EMT
FF/P
LPA
LPA

Station 3

Capt.
FF
FF
FF/EMT
FF/P
FF/P
FF/P
FF/P

As members of LPA leave employment, the LPA position at Station 2 will be filled with Firefighter Paramedics.

10.02 Members who wish to be considered for the assignment shall file a written request with the Assistant Chief no later than the end of the posting period. All applications timely filed will be reviewed by the Chief and considered for filling the assignment. Department needs, in terms of balancing the experience, abilities and skill of the members within each fire fighting company will govern the selection for the assignment. If more than one (1) application fits the department's needs for that assignment, then seniority will determine the selection. The selection will be made within **five (5) business** days following the posting and the vacancy filled. The posting of notices will end when no member requests to fill said vacancy. In the event a resultant vacancy exists in a company assignment other than Truck Company 1 after the posting period, the City may, at its option, fill said vacancy by reassignment of a Truck Company 1 member or unassigned member without requiring further posting.

10.03 In the event a member is forced to take a posted position without applying for it, he will be able to leave said position when any member on the same shift completes his two year probation. The member completing his probation shall be assigned to the position. This position shall also be reposted at 6 month intervals.

10.04 Members who request and are approved for transfer to a different shift must reselect vacation and holiday time from the remaining time available on the new shift, in accordance with department rules and regulations. Members who are transferred by department mandate, without their request, to a different shift may retain vacation and holiday time previously selected or may reselect from the remaining time available on the new shift, in accordance with department rules and regulations.

**ARTICE 11
LEAVES OF ABSENCE**

11.01 Funeral Leave.

- A. If a death occurs within the member's family, the member shall be granted funeral leave, without loss of pay, benefits, holidays or vacation time, in accordance with the following schedule: (Calendar days off taken must be consecutive and include the day of the funeral.)
 - 1. Spouse, son, daughter, step-children
mother, father, step-parents, mother-in-law,
father-in-law 10 days
 - 2. Brother, sister, son-in-law, daughter-in-law,
grandparents, grandparents-in-law,
grandson/daughter, brother or
sister-in-law, parent of minor child 5 days
- B. Funeral leave may be extended at the discretion of the Chief of Fire, based on individual circumstances. Such extra time will be utilized out of the member's paid leave accounts, including holiday, compensatory time, sick leave and vacation.

11.02 Emergency Leave.

- A. In the case of sudden or serious illness or emergency in the member's immediate family which renders the employee physically unable to report to work, after exhausting every effort to do so due to extraordinary circumstances, and upon securing approval from the Chief of Fire or the designated representative, the member may be granted sufficient time off out of his paid time accounts including holiday, vacation, compensatory time and sick time, to aid the family and to complete any urgent business concerning the emergency. Upon completion of said emergency, the member shall immediately return to duty. Final authorization for the absence, and time granted from those accounts, is conditioned upon the employee providing the City with acceptable verification of such absence. In the event a member is denied emergency leave, said member shall have the right to appeal that decision directly to the Chief of Fire.

11.03 Jury Duty and Court Leave.

- A. A member called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury or witness service and will be compensated pursuant to Article 6, Section 6.04, Paragraph D, for the work absences necessarily caused by the jury duty or witness duty. To be eligible for such pay, a member must present verification of the call in jury duty or witness duty.
- B. A member called for jury duty shall be granted a leave of absence for the period of jury service beginning twelve (12) hours prior to the starting time of the notice to report. Upon completion of the jury duty, the member will report to their next regularly scheduled tour of duty.

11.04 Military Leave.

- A. A member shall be granted a leave of absence for military duty in accordance with state and federal law.
- B. Any member who is temporarily ordered to active duty for training shall receive their regular wages for a period not to exceed thirty one (31) days in any calendar year, providing the member reimburses the City the total amount of military wages received less taxes.

11.05 Leaves of Absence Without Pay.

- A. Leaves of absence without pay or other fringe benefits may be granted in accordance with Civil Service Rules and Regulations.

**ARTICLE 12
SICK TIME AND PREGNANCY LEAVE POLICY**

12.01 Members of the Division of Fire who are sick or injured and unable to report for duty, or whose immediate family member (spouse and children) is sick or injured requiring the employee's absence, shall report said sickness or injury, together with the reasons, to the Assistant Chief at least one (1) hour prior to the start of the member's scheduled shift. The Assistant Chief shall in turn notify the Chief of Fire.

12.02 For any leave which qualifies under the Family and Medical Leave Act ("FMLA"), members of the Division of Fire may use sick time. Employees must apply for FMLA leave for any FMLA-qualifying event. Employees must use sick time and other paid time off during FMLA leaves except for injuries which qualify under §12.08.

12.03 When a member reports sick due to a non-work related illness, upon return to work, the member must report to the Assistant Chief and complete the Certificate of Illness or Injury form that is to be retained at the Division of Fire. If the member is injured or sick from work more than seven (7) consecutive calendar days, has undergone an operation or told to have one, suffered an injury (including non-work related) which affects or could affect the member's mobility, physical agility or ability to perform their job duties in any way, or contracted any contagious illness which could be transmitted in close living quarters or in the course of their job duties, the member must complete a Certificate of Illness or Injury form and have their physician complete the Attending Physician's Statement or attach a statement from their physician to the certificate giving a diagnosis/prognosis, indicating that the member is able to return to regular or temporary light duties.

Unless specifically stated otherwise by the proper medical authority, all days off stipulated by the attending physician as a result of injury or illness are construed to be consecutive calendar days. These documents shall be submitted to the Department of Human Resources, prior to the day the member returns to work. Whenever a member is absent due to illness or injury, that member will secure permission from the Chief of the Division of Fire before leaving the area, except to see a physician.

12.04 The City has a right to review the member's physical and mental status at any time during a member's absence to determine whether the member is actually sick or injured, or the member has the ability to return to work. The City may have the member examined by a physician, paid by the City, to determine whether the member is actually sick or injured. If authorized by proper medical authority, the City may call a member who is injured on the job to perform temporary light duties, providing that work is available and that the member has the skill and ability to perform the work. Members who are absent due to a non-duty related sickness or injury may request a temporary light duty assignment. Providing temporary light duty assignment is available, as determined by the Chief, and providing the member possesses the skill, ability and physical stamina to perform the duties required and provides written authorization to perform specific duties from their attending physician, the member may be given consideration for such an assignment. Any member on light duty who is working forty (40) hours per week will have any holiday time taken off equal to eight (8) hours. In the event a member is unable to return to assume full duties as a firefighter for a period in excess of six (6) months, the member shall be required to submit to the Human Resources Director a diagnosis and prognosis of the member's condition, stating whether the member will or will not be able to resume the full duties of firefighter. Each situation will be reviewed on a case-by-case basis in accordance with the ADA and ADA AAA.

12.05 Should it be determined by proper medical authority that a member will not be able to return to regular full duties as a firefighter, the City has the right to require that member to apply for disability retirement. In the event of a difference of opinion as to the member's mental or physical status, regarding their ability to perform their regular duties, between the member's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision shall be final and binding. Fees and expenses of the physician shall be borne equally by the 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. The aforementioned language is designed to comply with the American Disability Act.

12.06 A member who reports absent from assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of their absence, nor may the member return to such outside employment until returning to assigned duties or receiving permission from the Assistant Chief. The Chief of the Division of Fire shall take such steps as necessary to prevent the improper taking of sick leave.

12.07 Sick Time.

- A. One (1) sick time day, either earned, taken, used or converted, shall be considered to be a twenty four (24) hour period, unless the member is scheduled to work for a period less than twenty four (24) hours. In such case, the sick time shall be equal to the scheduled hours and no members shall be charged for sick time on days which the member is not scheduled for duty.
- B. All members shall earn sick time at the rate of 4.6 hours for every eighty (80) hours actually worked exclusive of trades, and may accumulate such sick time to two thousand four hundred (2400) hours.

12.08 Duty Exemption.

- A. No member shall be charged for sick time or time off against their accumulated sick time for any time taken, as a result of an injury or illness incurred while in the lawful performance of their duties while fighting fires or other related duty activities. 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.

12.09 Retirement and Death Conversion.

- A. When a member retires, resigns or dies from the Division of Fire, either through service or disability, and shall have completed ten (10) years of service in the Division, the member, or the estate, shall be compensated in cash, based upon the daily earning rate at the time of retirement, resignation or death, for one-quarter (1/4) of their unused sick time which they shall have accumulated. However, in no event, shall the accumulated sick time for conversion purposes exceed two thousand four hundred (2400) hours.

12.10 Conversion of Sick Time Over One Thousand Five Hundred (1500) Hours.

- A. All members who have accumulated more than one thousand five hundred (1500) hours of sick time may convert, on a three (3) to one (1) basis, all hours accumulated in the calendar year over one thousand five hundred (1500) into a lump sum cash payment in January of each calendar year.

**ARTICLE 13
PERFECT ATTENDANCE**

13.01 All full-time members who complete one-quarter (1/4) of a year with perfect attendance from January 1st to March 31st; April 1st to June 30th; July 1st to September 30th; October 1st to December 31st; take no sick time for any reason whatsoever, excluding time off as a direct result of an on-the-job injury, lasting no more than four (4) twenty-four (24) hour shifts or seven (7) eight-hour shifts (consecutive or intermittent) for each separate and distinct injury, shall be entitled to receive a direct cash payment (included in their regular paycheck) or compensatory time for fifteen (15) hours in the following calendar quarter, according to their hourly rate. The Fire Marshal shall receive payment equal to that received by the Fire Captain. The Fire Inspector shall receive payment equal to that received by the Assistant Mechanic. However, employees who take time off as a result of a serious injury suffered while fighting a fire shall maintain eligibility during the initial eighteen (18) month period of treatment for each separate and distinct serious injury.

13.02 All full-time members covered under this contract who complete one (1) year (January 1st through December 31st) with one (1) or less days absent for any reason whatsoever (excluding time off as a direct result of an on-the-job injury lasting no more than four (4) twenty-four (24) hour shifts or seven (7) eight-hour shifts, (consecutive or intermittent) for each separate and distinct injury, shall be entitled to one (1) tour off during the following year. Members retiring on December 31st who would be entitled to one (1) holiday off the next following year, shall be permitted to convert said holiday to

cash at their current hourly rate in effect on December 31st. Members working a forty (40) hour work week shall be entitled to one (1) eight (8) hour holiday. However, employees who take time off as a result of a serious injury suffered while fighting a fire shall maintain eligibility during the initial eighteen (18) month period of treatment for each separate and distinct serious injury.

13.03 Employees hired after April 6, 2010 are not eligible for the perfect attendance bonus.

**ARTICLE 14
VACATIONS**

14.01 Personnel.

A. Members who have completed one (1) or more years of service as of June 1st shall earn vacation time according to the following schedule:

<u>Years of Service</u>	<u>Vacation Tours</u>	<u>Must Take Annually</u>
1 through 6	6	2
7 through 12	9	3
13 through 18	12	4
19+	15	5

B. A vacation tour is defined as one (1) twenty four (24) hour scheduled tour of duty. Members are considered to be on vacation forty eight (48) hours prior to and after scheduled vacation and holiday tours, including FLSA days when used in conjunction with vacation and holiday.

C. As shown above, all members must select one-third (1/3) of the vacation time earned during the previous calendar year. Members retiring during the calendar year are exempt from this provision.

14.02 Members Working a Forty (40) Hour Per Week Schedule.

A. Members working a forty (40) hour per week schedule will earn vacation according to the following schedule:

<u>Years of Service</u>	<u>Vacation Hours</u>	<u>Must Take Annually</u>
1 through 6	2 50-hour weeks	32 hours
7 through 12	3 50-hour weeks	48 hours
13 through 18	4 50-hour weeks	64 hours
19+	5 50-hour weeks	80 hours

B. As shown above, all members must select approximately one-third (1/3) of the vacation time earned during the previous calendar year. Members retiring during the calendar year are exempt from this provision.

14.03 Accumulation.

- A. All members hired prior to January 1, 2014 may accumulate up to, but not exceed, twenty-two (22) vacation tours (528 hours). All members hired on or after January 1, 2014 may accumulate, but not exceed, twenty (20) vacation tours (480 hours).
- B. Accrued vacation time in excess of accumulation permitted in Paragraph A, which is carried over to the next calendar year, shall be forfeited.

14.04 For all members, in the event an extraordinary emergency or extraordinary circumstances which, upon approval of the Chief of Fire, necessitates the abandonment of vacation or holiday leave, that leave shall be taken later that year if time is available. If it is determined by the City that time is not available, then such time may be carried over to the next calendar year and must be taken in that year. Under no circumstances will the exercise of this provision allow for any conversion of accumulated vacation time in excess of the amounts set forth in this Agreement. Accrued time in the vacation account of each member shall be paid at the rate of one-fifty second ($1/52^{\text{nd}}$) of their current salary for each week, twenty four (24) times their hourly earning rate for each tour, and the appropriate percentage of twenty four (24) times their current hourly rate for each partial tour, up to a maximum of forty seven (47) vacation tours (1128 hours), at the time of the member's retirement, termination or resignation, or to their estate, in case of the death of the member.

14.05 Random Selection.

Following the general selection procedure, as outlined in the current department general orders, all remaining vacation time and individual holiday time will be granted on a first-come, first-served basis if one (1) or more of the vacation, "K" day or holiday selection slots are available.

14.06 For purposes of this section, the term "member" shall be defined to include members of the bargaining unit.

- A. Three (3) members shall be permitted to select vacations or holiday time off each day pursuant to current Division of Fire rules and regulations governing same.
- B. If an officer's position is left vacant for more than three (3) months which includes an absence of three (3) or more months for any reason, the following shall govern: If the officer levels are at the minimum of three (3) with no officer presently on vacation time or holiday time off, and there is at least one (1) slot available, one (1) officer may select vacation time or holiday time off.
- C. Employees who are not shift personnel assigned to emergency fire or medical response shall not adversely impact the vacation selections for those employees who are so assigned.

14.07 Vacation selection for the entire year will begin no later than November 15, unless mutually agreed upon, in writing, by both Local #382 and the City of Lakewood.

ARTICLE 15 HOLIDAYS

15.01 Members of the Division of Fire shall be granted eleven (11) holidays to include New Year's Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Martin Luther King Jr. Day, plus one (1) twenty four (24) hour off-duty period classified as a personal business day, provided the member works a full year in which the holidays occur. These holidays shall be granted in the form of six (6) twenty four (24) hour off-duty periods to compensate members for holidays actually worked. These twenty four (24) hour off-duty holidays may be divided, upon request, into two (2) twelve (12) hour half holidays. All holiday off-duty periods shall be selected in accordance with the seniority plan.

15.02 The personal business day may be selected in one (1) period, or may be divided into lesser off-duty periods, but may not be taken in increments of less than one-half (1/2) hour.

15.03 Members working a forty (40) hour week will, whenever possible, be granted the actual holiday off-duty. However, any member required to work on a holiday shall be granted, at a later time, an eight (8) hour off-duty period.

15.04 Members may forward a written request no later than December 15th to the Chief for payment or conversion to compensatory time of up to one hundred forty four (144) holiday hours in lieu of time off. Payment for said hours shall be received in January.

15.05 Members scheduled to work the actual holiday, excluding the member's personal day, shall receive a premium pay of one and one-half (1-1/2) their regular rate of pay for that day for all hours worked.

15.06 All members accumulating in excess of fourteen (14) twenty four (24) hour holidays shall forfeit all time in excess of fourteen (14) twenty four (24) hour holidays. Accrued time in the holiday account of each member shall be paid at the current hourly rate of the member upon retirement, termination or resignation, or to the estate in case of the member's death.

15.07 Members required to work overtime on New Year's Day, Easter, Thanksgiving and Christmas shall be paid at the rate of two (2) times their basic wage.

ARTICLE 16 MEDICAL COVERAGE AND INSURANCE

16.01 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 or better than 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.

16.02 Effective January 1, 2014, for employees electing coverage under the 90/10 Plan, monthly employee premium contributions shall be ten percent (10%) for family coverage and thirteen percent (13%) for single coverage, based on COBRA rates (medical and prescription drug), with a cap of \$125.00 per month for family and \$75.00 per month for single in 2014; a cap of \$167 per month for family and \$100 per month for single in 2015; and a cap of \$180 per month for family and \$125 per month for single for 2016. The City shall pay the remaining cost of the plan premium or expected costs of such medical and prescription drug plan. The member contribution shall be withheld via payroll deduction not later than the first pay period each month.

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

16.04 The 90/10 and 100% Summary of Benefits and Coverage for 2014, including prescription drug coverage, as well as a chart of approved plan design changes to be effective during the life of this contract are attached hereto as Appendix C.

16.05 The parties agree that in an effort to reduce hospitalization/medical costs, the Citywide Joint Medical/Hospitalization Insurance Committee with a representative from the IAFF (Local 382) will be established and convened at least two (2) times a year to review alternative insurance coverage and plans and make recommendations to the Employer. As part of this process, the representatives shall have access to all non-confidential information. The Employer shall have a level one (1) employee as a representative on the committee and the Employer will require the City insurance representative to actively participate with the committee.

16.06 Life Insurance.

- A. The City shall provide a policy of life insurance in the amount of \$25,000.00 to every member of the Division of Fire who shall have the right to convert said policy at the rates established by the insurance carrier upon the member's termination. The insurance shall be written by a recognized insurance carrier and all premium costs shall be borne by the City.

16.07 Liability Insurance.

- A. Subject to the limits of the policy, whenever a member is on duty, insurance coverage shall be provided when said member of the Division of Fire is operating any vehicle in the performance of assigned duties to protect the member fully against any and all claims arising out of the authorized operation of said vehicle. This insurance must cover all claims for property damage and personal injury, and shall be the sole responsibility of the City to provide and maintain. Additionally, the City will provide full legal defense to any member in any legal action arising out of the authorized operation of said vehicle.

16.08 Surviving Spouse Benefit

- A. The City shall provide an Accidental Death and Dismemberment (AD&D) Insurance Policy for all bargaining unit members in the amount of \$125,000.00. In the event an employee is killed in the line of duty and the above-referenced AD&D policy does not apply, then the surviving spouse or estate of said employee shall be compensated in the amount of \$125,000.00. This benefit shall be paid in three (3) equal installments over the course of three (3) years.

ARTICLE 17 DISCRIMINATION

17.01 The City agrees not to discriminate against any member because of activity in behalf of, or membership in, or lack of membership in the Association. The City and the Association further agree that there shall be no discrimination against any member because of race, sex, creed, religion, national origin, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry.

ARTICLE 18 DISCIPLINE

18.01 In all cases where written and formal charges have been placed against members which could result in reprimand, loss of off-duty time, suspension, fine or punishment of any kind, the member shall receive from the Chief of Fire copies of the exact charges filed. In the case of company discipline, a member may request their immediate supervisor to furnish written and formal charges. To the extent practical, a hearing shall be held no less than seven (7) days and not later than fourteen (14) days after the issuance of the charge.

18.02 At the request of the member, the Association may provide appropriate defense for the member during any hearing of said charges.

18.03 A member against whom disciplinary charges have been placed shall, at their option, be allowed to call witnesses to testify at the hearing. The Chief of Fire will give their testimony full consideration when arriving at the findings.

18.04 The Chief of Fire shall issue a decision on the findings within ten (10) days of the hearing and will supply copies of the decision to the member against whom the charges were placed and to the Association. On any discipline involving a suspension the date of the suspension shall be specified in the letter.

18.05 All findings resulting from disciplinary charges shall be appealable under the grievance procedure (Article 19), beginning with Step III of said procedures.

18.06 The time limits set forth in this article may be modified by mutual, written agreement of the City and the Association.

ARTICLE 19
GRIEVANCE PROCEDURE

19.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the members and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the City or the Association which tend to impair or weaken the grievance procedure are improper.

19.02 A grievance is a dispute or difference between the City and the Association, or between the City and a member, concerning the interpretation, and/or application of, and/or compliance with any provision of the Agreement, including all disciplinary actions; and when any such grievances arise, the following procedure shall be observed.

- Step I. A member who has a grievance shall reduce it to writing, sign and submit it to the Chief of Fire, within seven (7) days after the member has knowledge of the event upon which the grievance is based. Within seven (7) days of receiving the grievance, the Chief of Fire shall meet with the grievant and Association representatives in an attempt to adjust the grievance. Within seven (7) days after the Step I meeting, the Chief of Fire will supply a written answer to the grievant and to the Association.

- Step II. If the member's grievance is not satisfactorily settled at Step I, the Association may appeal the grievance to the Mayor within seven (7) days after the receipt of the Step I answer. After receipt of the appeal, the Mayor, or a designated representative, and Association representatives shall meet to consider the grievance at a time mutually convenient to all parties, but in no event shall such a meeting commence later than fourteen (14) days after the appeal of the Step I response. The grievant or grievants may or may not be present at this meeting. Within seven (7) days of the Step II meeting, the Mayor, or a designated representative, shall furnish the Association a decision in writing.

- Step III If the grievance is not satisfactorily settled at Step II, the Association may, within thirty (30) calendar days after receipt of the Step II answer, submit the matter to arbitration. The Association shall notify the American Arbitration Association and the City simultaneously of its intent to appeal the grievance to arbitration. Upon written notice of the Association's intent to arbitrate a grievance, the American Arbitration Association shall submit a panel of seven (7) arbitrators to each party, and the arbitrators will be chosen in accordance with the Association's then applicable rules and regulations. The fees and expenses of the arbitrators shall be borne equally by the parties. Arbitration hearing shall be held in the City of Lakewood, on City property.

19.03 The Association may select up to two (2) members to attend the hearing (including officers and witnesses) who shall not lose any regular straight time pay for the time off the job while attending any arbitration proceeding

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

19.05 The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the City and the Association, and/or between the City and member(s). All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Association and the City shall be final, conclusive and binding on the City, the Association and the members. A grievance may be withdrawn by the Association at any time during Step I, II, or III of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they related to that grievance or any other grievance.

19.06 Time limits set forth in a grievance procedure shall, unless extended by mutual written agreement of the City and the Association, be binding on both parties. In the event the Union fails to file initially or appeal a grievance to the next step within the time limits provided, such grievance shall be deemed null and void. In the event the City fails to answer the grievance within the time limits provided, the grievance shall automatically be moved to the next step. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays or holidays. It is understood that there shall be written acknowledgement noting the time and date the Association and the City have received the grievance in each respective step during the grievance procedure. All withdrawals of grievances by the Association shall be in writing with a copy being sent to the Chief, Division of Fire, and the Director of Human Resources.

ARTICLE 20 MANAGEMENT RIGHTS

20.01 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 or services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate and hire members; maintain and improve the efficiency and effectiveness of the City's operations, including the right to reorganize, discontinue, or enlarge any work; manage the operations and determine the overall methods, process, means or personnel by which the City's operations are to be conducted; suspend, discipline, or discharge for just cause, or layoff, transfer (including the assignment and allocation of work) within the division; assign, schedule, promote or retain members; 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 actions to carry out the mission of the City as a governmental unit; control the premises and facilities and determine the number and location of facilities; promulgate and enforce reasonable employment rules and regulations; introduce new and/or improved equipment, methods and/or facilities; determine the size, duties and work methods of the work force; determine the number of shifts required and work schedules; establish, modify, consolidate or abolish jobs (or classifications); determine the manner in which the work is to be processed; and determine staffing patterns, including, but not limited to, assignment of members, numbers employed, duties to be performed, qualifications required and areas worked.

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

**ARTICLE 21
NO STRIKE/NO LOCKOUT**

21.01 The Association shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist, in any way, nor shall any member instigate or participate, directly or indirectly, in any strike, slowdown, job action, walkout, concerted "sick" leave, work stoppage, unlawful picketing, or interference of any kind at any operation or operations of the City.

21.02 Any member(s) who violates Section 21.01 of this article shall be subject to discharge or other disciplinary action at the complete discretion of the City, subject to appeal to the Civil Service Commission and the courts of law or the grievance procedure.

21.03 The City shall not lock out any member for the duration of this Agreement.

**ARTICLE 22
UNION RIGHTS**

22.01 The City agrees that during working hours, on City owned premises, and without loss of time or compensation, Association officers, or their designated representatives, shall be permitted to:

- A. Post Association notices.
- B. Transmit communications, authorized by the Association or its officers, to the City or its representatives in the Division of Fire.

22.02 Meetings held for the purposes of negotiating agreements, or for the processing of grievances, will be scheduled at a time mutually convenient to all parties. Association officers, or their designated representatives, shall be permitted to attend these meetings and will not suffer any loss of time or compensation if these meetings occur during working hours. Association officers required to attend other official hearings or meetings by the City, on City premises, will not suffer any loss of time or compensation if the hearing or meeting occurs during working hours.

22.03 The Association may conduct Union meetings on a quarterly basis, on City property, provided the meetings shall be scheduled and conducted so as not to interfere with the effective operation of the division. When the Association holds a meeting off City property in the City of Lakewood, one (1) officer of the Association, who is working at the time the meeting is held, may attend the meeting without suffering any loss of time or compensation, provided that the officer's absence does not result in the division being inadequately manned, and that the officer will respond immediately, if called at the Association meeting, to return to work.

22.04 A Labor/Management Committee consisting of the Mayor, or a designated representative, and the Chief of Fire, or a designated representative, and President of the Association, plus one (1) member of each shift and one (1) officer representative, shall be established, and this committee shall meet every three (3) months for the purpose of discussing and attempting to resolve any work related problems.

**ARTICLE 23
RESIDENCY REQUIREMENTS**

23.01 The residency requirements for members of the Division of Fire, established pursuant to rulings made in the United States District Court for the Northern District of Ohio Eastern Division (Civil Action Number C87-287) and Codified Ordinance, Section 149.171, are no longer binding. Therefore, the residency requirement will not be imposed upon any current members of the bargaining unit.

**ARTICLE 24
PROTECTION OF PERSONAL PROPERTY**

24.01 Each member shall be assigned their own personal lockers. These lockers shall be the sole personal responsibility, and no other person shall be permitted access to such lockers, except upon written authority of the member to whom the locker is assigned. The Chief of Fire shall have the right to order a member to open their locker for inspection in the Chief's presence. A member required to perform their duties in stations other than their regularly assigned station will be provided with lockers for the protection of their personal property.

**ARTICLE 25
SEVERABILITY**

25.01 If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any final court action or by reason of any existing, amended or subsequently enacted legislation, the remaining parts or portion of the Agreement shall remain in full force and effect, and shall be otherwise affected by any of the above-named actions.

**ARTICLE 26
PREVAILING RIGHTS**

26.01 All rights and working conditions enjoyed by the members at the present time, such as firehouse supplies (soap, toilet paper, light bulbs, etc.), firehouse tools (lawn mowers, tools for minor repairs), firehouse linens, firehouse utilities (heat, light, water) and other similar benefits of the job, which are not included in this Agreement, shall remain in full force.

26.02 For the term of this Agreement, the City shall not diminish the benefits enumerated above.

26.03 A member of the Division of Fire shall have the opportunity to examine their own individual personnel file once every six (6) months. In order for a member to have access to their personnel file, the member must give the Director of Human Resources one (1) day notice of their request, and the actual examination must be in the presence of the Director of Human Resources, or designee, Monday through Friday, during normal working hours.

26.04 Trading Time.

- A. A member may trade time if the change does not interfere with the operation of the Division of Fire. Trading of four (4) hours or less must have the approval of the member's immediate supervisor. All other trades must have the approval of the Assistant Chief. All trades are limited to members of the same rank.

26.05 The City shall be responsible for all permit work involving repair of buildings, plumbing, electric, HVAC, or any work beyond the routine daily care and up keep of such buildings or grounds.

ARTICLE 27 AGREEMENT SUPERSEDES

27.01 Any City ordinance, Division of Fire rules, regulations, general and special orders, Civil Service regulations and verbal orders that directly conflict with express terms of this Agreement shall be superseded by this Agreement.

ARTICLE 28 OBLIGATION TO NEGOTIATE

28.01 The City and the Association acknowledge that during negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

28.02 Therefore, for the life of this Agreement, the City and the Association each voluntarily and unqualifiedly waive the rights, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 29 SAFETY COMMITTEE

29.01 There shall be one joint Safety Committee in the City of Lakewood, Division of Fire, composed of two (2) members selected by the Association, and one (1) member selected by Lakewood Paramedics Association and two (2) members selected by the Fire Chief. At least one member of the

Safety Committee shall be an officer. Minutes of meetings shall be maintained by the Committee and forwarded to the Fire Chief.

29.02 The Safety Committee shall meet quarterly, or more or less often by mutual consent, and such meetings shall be scheduled at the time established by the Chief of the Division of Fire, Fire Marshal or designee, who shall preside at all meetings.

29.03 The purpose of these meetings will be to discuss problems and objectives of mutual concern, concerning safety and health conditions of the Division of Fire.

ARTICLE 30 PRIOR SERVICE CREDIT

30.01 Effective July 5, 1987, the City shall permit any member hired prior to July 5, 1989, who has formerly been employed as a full-time, permanent member by any legitimate governmental subdivision, local, county or state, to carry over such previous service for the purpose of vacation selection. Such member's vacation will be determined by adding the combined length of service the member has with the City of Lakewood and any other governmental body. This provision shall not cover new members hired under this Agreement.

ARTICLE 31 UNION LEAVES

31.01 The President and/or designee shall be permitted to attend no more than five (5) conferences per year, combined, without loss of compensation (i.e., both members attending the same conference will constitute two conferences of the available five conferences for the year). The President, or designee, shall be permitted to attend Northern Ohio Firefighter Association meetings, subject to manning requirements.

ARTICLE 32 PROBATIONARY MEMBERS

32.01 New, full-time members shall be considered to be on probationary period for two (2) years and, during such probationary period, the City shall have sole discretion to discharge such members without recourse through the grievance procedure or appeal to any Civil Service Commission, provided that the Union may represent the member at any disciplinary hearing. The City shall provide advance notification to the Union of any such disciplinary hearing.

32.02 Members promoted to any rank above Firefighter Grade I will be on a probationary period for one (1) calendar year.

32.03 All entry-level probationary members will undergo training, evaluation, testing and a board review to determine suitability for a permanent position.

32.04 A probationary period may be extended for members who are absent for more than ten (10) tours for a period equal to their total time of absence.

32.05 Entry level, probationary members will be assigned to work five (5) eight (8) hour days during their first two calendar weeks of employment for orientation training unless otherwise sent to their state required training school.

32.06 Probationary members are ineligible for consideration under Article 10, Posting of Notices.

32.07 All members shall provide the Fire Chief with the names, addresses and telephone numbers of all off-duty employers.

**ARTICLE 33
DURATION OF AGREEMENT**

33.01 This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect until the 31st day of December, 2016. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, on or before September 15th, before the anniversary date, that it desires to terminate, modify or amend the Agreement, and negotiations shall then commence no later than October 15th.

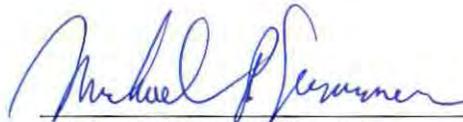
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the 23rd day of December, 2013.

LAKEWOOD ASSOCIATION OF FIREFIGHTERS,
LOCAL #382 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO

CITY OF LAKEWOOD



Dave M. Dargay, President



Michael Summers, Mayor



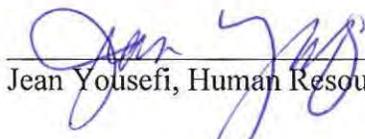
Lawrence Artzner, Vice President



Scott Gilman, Fire Chief



Milan Tanasijevic, Secretary/Treasurer



Jean Yousefi, Human Resources Director

APPROVED AS TO LEGAL
CORRECTNESS AND FORM



Kevin Butler, Law Director

APPENDIX A

MINIMUM STAFFING PER VEHICLE

A Company shall be defined as a group of Members:

1. Under the direct supervision of an officer;
2. Operating with one piece of fire apparatus;
3. Continuously operating together; and
4. Arriving at the incident scene on a fire apparatus.

Each Engine Company shall be staffed with a minimum of four (4) Firefighters:

1. (1) Captain or Acting Captain
2. (1) Driver/Operator
3. (2) Firefighters/Firefighters-EMTs/Firefighters-Ps

Truck 1 shall be staffed with a minimum of four (4) Firefighters

1. (1) Captain or Acting Captain
2. (1) Driver/Operator
3. (2) Firefighters/Firefighters-EMTs/Firefighters-Ps

Each Squad shall be staffed with a minimum of two (2) Emergency Medical Technicians, one of which must be qualified as an EMT-P

Car #2 shall be staffed with a minimum of two Firefighters:

1. (1) Assistant Chief or Acting Assistant Chief
2. (1) Driver/Staff Aide

**APPENDIX B
WAGES**

	2014		2015		2016	
	<u>Annual Rate</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Hourly Rate</u>
Firefighter Grade III						
1 st Year	\$47,511.60	\$18.13	\$48,461.83	\$18.49	\$49,431.07	\$18.86
2 nd Year	\$56,300.94	\$21.48	\$57,426.96	\$21.91	\$58,575.50	\$22.35
Firefighter Grade II						
1 st Year	\$58,901.94	\$22.47	\$60,079.98	\$22.92	\$61,281.58	\$23.38
2 nd Year	\$61,500.90	\$23.47	\$62,730.92	\$23.94	\$63,985.54	\$24.42
Firefighter Grade I	\$64,131.48	\$24.47	\$65,414.11	\$24.96	\$66,722.39	\$25.46
Firefighter Grade I (22 Years of Service)	\$66,056.22	\$25.20	\$67,377.34	\$25.71	\$68,724.89	\$26.22
Electrician/Mechanic and Fire Inspector	\$70,545.24	\$26.92	\$71,956.14	\$27.46	\$73,395.27	\$28.01
Captain/Fire Marshal	\$76,959.00	\$29.37	\$78,498.18	\$29.95	\$80,068.14	\$30.55
Assistant Fire Chief	\$88,502.34	\$33.77	\$90,272.39	\$34.45	\$92,077.83	\$35.14

APPENDIX C

Medical Mutual of Ohio 100% Plan

City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO

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

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

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

Page 1 of 6
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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.

Page 2 of 8

504935999

BEN1331959385994-00023

City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO

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

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

Page 3 of 8
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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, or the U.S. Department of Health and Human Services at 877.267.2323 X61565 or www.ccoio.cms.gov.

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

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Page 5 of 8

504935999

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City of Lakewood : Plan 1

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

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

Coverage for: Single or Family | Plan Type: PPO

Your Grievance and Appeals Rights:

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

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 or by calling 800.232.7400.

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

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

Page 3 of 5
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City of Lakewood : Plan 2

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

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

Coverage for: Single or Family | Plan Type: PPO



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

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

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

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Page 2 of 8

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BEN1331963993013-00025

City of Lakewood : Plan 2

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

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

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If 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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Page 3 of 8
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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:

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

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

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

- Bariatric Surgery
- Chiropractic Care
- Private-Duty Nursing

Your Rights to Continue Coverage:

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

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

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

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Page 5 of 8

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City of Lakewood : Plan 2

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

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

Coverage for: Single or Family | Plan Type: PPO

Your Grievance and Appeals Rights:

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

Does this Coverage Provide Minimum Essential Coverage?

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

Does this Coverage Meet the Minimum Value Standard?

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

CATAMARAN Rx: Non-AFSCME Pharmacy Coverage
31-2014

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 www.catamaranrx.com</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 \$1,700
	MMO 90/10 family	10%	\$125	Deductible stays at \$600; out-of-pocket maximum decreases to \$3,400
2015	MMO 90/10 single	13%	\$100	Deductible increases to \$500; out-of-pocket max increases to \$1,800
	MMO 90/10 family	10%	\$167	Deductible increases to \$1,000; out-of-pocket max increases to \$3,600
2016	MMO 90/10 single	13%	\$125	Deductible stays at \$500; out-of-pocket max increases to \$2,000
	MMO 90/10 family	10%	\$180	Deductible stays at \$1,000; out-of-pocket max increases to \$4,000

APPENDIX D Revision of September 8, 2008 Memorandum of Understanding

Letter of Understanding

The City, and the Lakewood Association of Firefighters, Local #382, agree to the following change to the MOU on staffing levels.

The City shall adjust the CAD system to change Zone 23 (area south of Madison from Halstead east W 117th to be covered by Squad 1. Further Squad 2 will be the primary Squad for all BLS runs at 14300, 14306 and 14312 Detroit Avenue. Squad 2 will also cover Zone 28 the area west of Woodward Avenue and south Madison Avenue.

In the event that there are only two (2) LPA members on duty both LPA members shall be assigned to Squad 1.

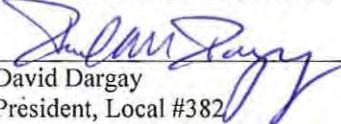
In the event that an LPA member assigned to Squad 1 is on extended scheduled time off a member of LPA that is assigned to Squad 2 shall be detailed to Squad 1 for those shifts.

Changes in staffing that occur after the start of shift will not require a realignment of staffing.

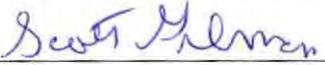
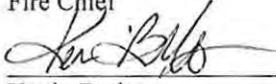
Staffing Distribution
Number of Personnel

TRUCK 1	4	5	4	5	4	5	4
SQUAD 4	2	0	0	2	2	0	0
CAR 2	2	2	2	2	2	2	2
SQUAD 1	2	2	2	2	2	2	2
ENG 4	4	4	4	0	0	0	0
ENG 2	4	4	4	4	4	4	4
SQUAD 2	2	2	2	2	2	2	2
ENG 3	4	4	4	4	4	4	4
SQUAD 3	2	2	2	2	2	2	2
TOTAL	26	25	24	23	22	21	20

LAKWOOD ASSOCIATION OF
FIREFIGHTERS LOCAL #382


David Dargay
President, Local #382

CITY OF LAKEWOOD


Scott Gilman
Fire Chief

Kevin Butler
Law Director

DATE: 12/23/13

APPENDIX E - EMS Supervisor Acting Pay Memorandum of Understanding

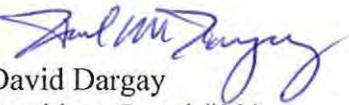
The City, and the Lakewood Association of Firefighters, Local #382, agree to the following MOU on acting pay for EMS Supervisor.

On days in which there is not an LPA member on duty to fill the Acting Supervisor position a senior Firefighter/Paramedic on duty shall be designated as the Acting EMS Supervisor. That member shall be paid at a rate 10% above the normal pay scale.

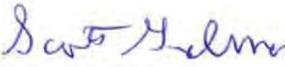
Assignment for Acting Paramedic Supervisor shall be made by the Chief, Division of Fire, from one (1) member from among the three (3) most senior Firefighter Paramedics on the shift indicating their desire for said assignment.

The parties agree to make the terms of this MOU a part of the negotiations for the collective bargaining agreement for the period following December 31, 2016.

LAKEWOOD ASSOCIATION OF FIREFIGHTERS
LOCAL #382


David Dargay
President, Local #382

CITY OF LAKEWOOD


Scott Gilman
Fire Chief

Kevin Butler
Law Director

DATE: 12/23/13