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Labor

Agreement

Between

THE CITY OF BROADVIEW HEIGHTS

and

**THE FRATERNAL ORDER OF POLICE
PARMA LODGE NUMBER 15**

(Sergeants and Lieutenants)

Effective: January 1, 2015

Expires: December 31, 2016

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PREAMBLE

ARTICLE 1

Section 1.1. This Agreement is hereby entered into by and between the City of Broadview Heights, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Parma Lodge #15, Sergeants and Lieutenants Unit, hereinafter referred to as the "F.O.P."

PURPOSE AND INTENT

ARTICLE 2

Section 2.1. In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer and the F.O.P. now desire to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the Employer; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

LODGE RECOGNITION

ARTICLE 3

Section 3.1. The Employer recognizes the F.O.P. as the sole and exclusive representative for those employees included in the bargaining unit for the purpose of negotiating wages, hours, benefits and conditions of employment. Wherever used in this Agreement, the term "bargaining unit" shall mean the Sergeants and Lieutenants unit consisting of all full-time sworn sergeants and full-time sworn lieutenants, excluding patrolmen, the Chief of Police, and all other non-sworn personnel.

Section 3.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

DUES DEDUCTIONS

ARTICLE 4

Section 4.1. The Employer agrees to deduct F.O.P. membership dues for the bargaining unit upon the successful completion of their individual field training officer periods.

Section 4.2. The Employer agrees to deduct regular F.O.P. membership dues once each month from the pay of an employee in the bargaining unit eligible for membership upon receiving

authorization signed individually and voluntarily by the employee. The signed payroll deduction form provided by the F.O.P. must be presented to the Employer by the employees.

Upon receipt of the authorization, the Employer will deduct F.O.P. dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 4.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, regarding the deduction of F.O.P. dues. The F.O.P. agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the F.O.P., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

Section 4.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: 1) termination of employment; 2) transfer to another job other than one covered by the bargaining unit; 3) layoff from work; 4) unpaid leave of absence; 5) revocation of the check-off authorization in accordance with the terms of this Agreement and applicable state and federal laws; or 6) resignation by the employee from the F.O.P.

Section 4.5. The Employer shall be obligated to make dues deductions from any employee during the dues month involved provided wages are paid during the deduction period.

Section 4.6. The parties agree that neither the employees nor the F.O.P. shall have a claim against the Employer for errors in the processing of deductions unless a claim is made to the Employer in writing within ninety (90) days after the date such an error occurred. If it is found an error was made, it will be corrected at the next pay period that the F.O.P. dues deduction would normally be made by deducting the proper amount.

Section 4.7. The rate at which dues are to be deducted shall be certified to the Employer Finance Director by the treasurer of the F.O.P. during January of each year. One (1) month advance notice must be given to the Finance Director prior to making any changes in an individual's dues deductions.

Section 4.8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

MANAGEMENT RIGHTS

ARTICLE 5

Section 5.1. Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain the maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division, within the police department; to

transfer (including the assignment and allocation of work operations - divisions) within or to other operations-divisions; to determine work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the workforce, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; specify and require the participation of appropriate drug and substance abuse testing programs when such tests or programs are part of an official, internal investigation, or when there is probable cause to believe the employee may be unfit for duty; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

NON-DISCRIMINATION

ARTICLE 6

Section 6.1. Neither the Employer nor the F.O.P. shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, disability or handicap. The F.O.P. shall share equally with the Employer the responsibility for applying this Article of the Agreement.

Section 6.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 6.3. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the F.O.P., and the Employer shall not discriminate, interfere, restrain or coerce any employee because of F.O.P. membership or because of any legal employee activity in an official capacity on behalf of the F.O.P., as long as that activity does not conflict with the terms of this Agreement.

Section 6.4. The F.O.P. agrees not to interfere with the rights of employees to refrain or resign from membership in the F.O.P. and the F.O.P. shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the F.O.P. or involvement in F.O.P. activities.

NO STRIKE

ARTICLE 7

Section 7.1. The Employer and the F.O.P. agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the F.O.P. to avoid work stoppages and strikes.

Section 7.2. Neither the F.O.P. nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work

stoppage or slowdown, or other interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline.

Section 7.3. The F.O.P. shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the “no-strike” clause.

In the event of a violation of the “no-strike” clause, the F.O.P. shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the F.O.P. The F.O.P. shall advise the employees to return to work immediately.

Section 7.4. The Employer shall not lock out any employees for the duration of this Agreement.

F.O.P. REPRESENTATIVE

ARTICLE 8

Section 8.1. Designated representatives shall be recognized by the Employer as F.O.P. representatives in accordance with this Agreement and upon the receipt of a letter so identifying them and signed by the President of the F.O.P. or his designee.

Section 8.2. The F.O.P. shall submit in writing the name of the employees to act as local F.O.P. representatives for the grievance procedure. Such representation shall be limited to two (2) per department and one (1) from a shift. The Employer shall be notified in writing of changes of all officers of the Lodge. Employees shall not be permitted to function as a F.O.P. representative until the F.O.P. has presented the Employer with written certification of that person’s selection.

Section 8.3. The F.O.P. shall provide to the Employer an official roster of its officers and local F.O.P. representatives which is to be kept current at all times and shall include the following:

- (1) name;
- (2) address;
- (3) home telephone number;
- (4) immediate supervisor; and
- (5) Union office held.

Section 8.4. Rules governing the activity of the F.O.P. representative(s) are as follows:

- (1) The F.O.P. agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The F.O.P. further agrees not to conduct F.O.P. business during working hours except to the extent authorized in the Grievance Procedure.

- (2) The F.O.P. shall not conduct F.O.P. activities in any work area without first obtaining approval of the Chief or his designee in the department.
- (3) The F.O.P. employee official shall cease activities immediately upon the request of the supervisor of the area in which F.O.P. activity is to be conducted or upon the request of the F.O.P. employee officer's immediate supervisor. Failure to comply will result in discipline.

DISCIPLINE

ARTICLE 9

Section 9.1. No employee shall be reduced in pay or position, suspended, fined, discharged or removed except for just cause.

Section 9.2. Prior to any disciplinary suspension, demotion, or discharge taken against a non-probationary employee the Employer shall serve a Notice of Discipline upon the employee which sets forth the acts for which discipline is being imposed and the proposed penalty. A copy of the Notice of Discipline form is attached to this Agreement. The Notice of Discipline served on the employee shall be accompanied by a written statement that:

1. The employee has a right to object by filing a grievance within five (5) days of the Notice of Discipline and that such grievance shall be heard by the Mayor or his designee in accordance with Step 2 of the Grievance Procedure;
2. The Union may file an appeal of the Mayor's decision under the Grievance Procedure to arbitration that provides for a hearing by an independent arbitrator as its final step.

Section 9.3. A suspension without pay, discharge, demotion or fine may be imposed concurrent with the decision of the Mayor or designee as set forth herein. The appeal before the Mayor/designee shall constitute the employee's predeprivation hearing.

Section 9.4. Records of disciplinary action shall not be considered in future disciplinary matters, as noted below, unless there is intervening discipline for similar offenses:

- 1 year for verbal reprimands;
- 2 years for written reprimands; and
- 5 years for suspensions involving attendance.

GRIEVANCE PROCEDURE

ARTICLE 10

Section 10.1. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each

party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the Employer or the F.O.P. which tend to impair or weaken the Grievance Procedure are improper.

Section 10.2. A grievance is a dispute or a difference between the Employer and the F.O.P., or between the Employer and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement. When any such grievance arises, the following procedure will be observed:

Step 1. An employee who has a grievance must submit it in writing to the Chief within seven (7) calendar days after the occurrence of the events upon which his grievance is based. The grievance shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and/or the F.O.P. representative. The Chief shall give his answer in writing within seven (7) calendar days after receiving the grievance to the grievant or the F.O.P. representative.

Step 2. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step One, a written appeal of the decision may be filed with the Mayor within seven (7) calendar days from the date of the rendering of the decision at Step One. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall meet with the grievant and/or a representative of the F.O.P. within seven (7) calendar days after receipt of the appeal. The Mayor or his designee shall issue a written decision to the employee and his F.O.P. representative within seven (7) calendar days from the date of the meeting.

Step 3. In the event a grievance is unresolved after Step Two, then within ten (10) calendar days after the rendering of the decision at Step Two (Mayor's level), the grievant may submit the grievance to arbitration. Within this ten (10) calendar day period, the parties may mutually select an arbitrator from among the following: 1) Harry Graham; 2) James Mancini; 3) Nels Nelson; 4) Virginia Wallace-Curry; 5) Robert Stein; 6) Dennis Byrne; and 7) Anna Duval-Smith. However, if the parties are unable to agree from among the named arbitrators, then within five (5) calendar days the party wishing to proceed to arbitration shall request a list of arbitrators from the American Arbitration Association. The arbitrator shall be selected from the list using the alternate strike method. The parties shall submit the matter to the American Arbitration Association for administration unless the arbitrator selected by the parties agrees to arbitrate the matter outside the jurisdiction of the American Arbitration Association. The list of the suggested named arbitrators shall be reviewed from time to time and may be amended by mutual agreement.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any

act prohibited by law or to make award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance adversely affect the normal operations of the department.

The parties shall attempt to schedule the arbitration hearing during the grievant's normal working hours. If the arbitration cannot be scheduled during working hours, the grievant shall be permitted to use compensatory time, vacation leave, personal hours or holiday hours for all hours to attend the hearing.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 10.3. The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the F.O.P., be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the Employer at any of the preceding steps may be immediately referred by the F.O.P. to the next level.

Section 10.4. Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays, or Holidays.

Section 10.5. An employee may present grievances and have them adjusted, without the intervention of a representative of the F.O.P., as long as the adjustment, if any, is not inconsistent with the terms of this Agreement.

SENIORITY

ARTICLE 11

Section 11.1. Seniority shall be determined by the length of service in rank with the Broadview Heights Police Department since the most recent date of hire. In case of same date of hire, seniority shall be determined by the employee's standing on the Civil Service list.

Section 11.2. After operational consideration, seniority shall be the determining factor in selecting vacation and holiday times off.

Section 11.3. The probationary status of newly hired Patrolmen shall be for a period of one (1) year active duty from the completion of the state mandated Police Academy.

Section 11.4. Full-time employees promoted to the Sergeant's or Lieutenant's classification shall be on a probationary period for six (6) months of active duty from the date of promotion. Removal shall be for just cause and subject to the Grievance Procedure. If during the probationary period the employer determines that such employee shall be removed, he shall be returned to his former classification consistent with the applicable terms of the labor Agreement.

Section 11.5. In the event of a lay-off, members of the bargaining unit will be laid off in accordance with their departmental seniority, or "last hired first laid-off."

Section 11.6. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years provided that he maintains his current address and telephone number with the Employer.

Section 11.7. A recall from layoff will be in accordance with departmental seniority, or "Last laid off first recalled." In the event full-time employees are laid off and there is a need for part-time employment, such full-time employees on layoff status will be given preference for such part-time employment provided that they have on record with the Employer their current phone number and address and they are available on a forthwith basis. During periods of layoff, the Employer agrees not to recall full-time employees for part-time employment when full-time employment is available.

Section 11.8. Employees failing to respond to recall from layoff within ten (10) calendar days of receipt shall be deemed to have quit without notice provided that they are notified by certified letter with a copy to the designated F.O.P. representative.

Section 11.9. After operational considerations, seniority shall be the determining factor in filling temporary vacancies.

PROMOTIONS

ARTICLE 12

Section 12.1. When, in the Employer's sole determination, a vacancy or vacancies exist in any of the ranks the Employer shall make such promotional decisions consistent with the following "Rule of Three" procedure: For one (1) vacancy the promotional selection will be made from the three (3) persons standing highest on the Civil Service eligibility list.

- (1) For 2 to 4 vacancies, add 2 to the number of vacancies.

- (2) For 5 to 8 vacancies, add 4 to the number of vacancies.
- (3) For 9 to 12 vacancies, add 6 to the number of vacancies.
- (4) For 13 to 16 vacancies, add 8 to the number of vacancies.

Section 12.2. The Employer, at its sole discretion, may use any and all evaluation methods including outside professional assessments, etc., to rank candidates for promotional consideration.

Section 12.3. The Employer shall utilize the Civil Service Rules and Regulations to establish the Civil Service eligibility list.

Section 12.4. In the event the Employer makes a temporary, provisional or emergency promotional appointment of a Member in accordance with the Civil Service Rules and Regulations, the Member shall be entitled to the pay applicable for the position to which the Member was appointed on a temporary, provisional or emergency basis, during the term of such appointment. No such temporary, provisional or emergency appointment shall be construed to entitle the Member to a promotional appointment on a permanent basis as described above.

NOTICE SPACE

ARTICLE 13

Section 13.1. The Employer agrees to provide bulletin board space for notice for use by the F.O.P.

Section 13.2. All F.O.P. notices which appear on the bulletin boards shall be signed, posted and removed by the F.O.P. Officers during non-work time. All notices are limited to A thru G only.

- A. F.O.P. recreational and social affairs;
- B. Notice of F.O.P. meetings;
- C. F.O.P. appointments;
- D. Notice of F.O.P. elections;
- E. Results of F.O.P. elections;
- F. Reports of non-political arms of the F.O.P.; independent non-political arms of the F.O.P.; and
- G. Non-political publications, rulings or policies of the F.O.P.

Section 13.3. No F.O.P. related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except in the designated area for use by the F.O.P.

Section 13.4. Violation of any provisions of this Article shall subject the F.O.P. to revocation of posting privileges by the Employer.

**ATTENDANCE AT ASSIGNED TRAINING SCHOOLS
SESSIONS OR SEMINARS**

ARTICLE 14

Section 14.1. Members requesting permission to attend any school, training session or seminar shall submit a written request to the Chief stating the objective, the probable benefit to the department and the expected expense. Such request shall be evaluated by the Chief, and he shall make the final determination and communicate it to the member.

Section 14.2. If the Chief deems it necessary, he may require a member to attend any school, training session or seminar. Such attendance shall be deemed a requirement for his continued employment.

Section 14.3. Attendance to any school, training session or seminar, pertinent to police matters, shall be compensated at the regular straight time rate for travel time and attendance. Payment for attendance shall not exceed eight (8) hours in any one day designated as a training day.

Section 14.4. Any employee required by the Chief to remain overnight to receive training, shall receive a per diem reimbursement in the amount and in accordance with the procedures set forth in City policy.

Section 14.5. If an employee is permitted or required to use his personal automobile for Employer business, he shall be reimbursed at the prevailing Internal Revenue Service rate. The Chief shall approve all such requests.

LIABILITY INSURANCE

ARTICLE 15

Section 15.1. The Employer, when economically feasible and when such insurance is available, shall name each employee as an insured on a law enforcement officer's comprehensive liability insurance policy, with policy limits of \$500,000.00 for each occurrence and an aggregate of \$1 million. In no event will the Employer hold harmless or indemnify any employee for any award of punitive or exemplary damages against such employee when such award is not indemnified by the terms of said policy of liability insurance.

Section 15.2. When liability insurance is not economically feasible or available, the Employer shall provide all coverages available under the liability policy in effect on January 1, 2000, on a self-insured basis during the term of this Agreement.

HOURS OF WORK/OVERTIME

ARTICLE 16

Section 16.1. The regular work period for all employees covered by this Agreement will be eighty (80) hours in a fourteen (14) day period. It is expressly understood that the scheduling of employees within such fourteen (14) day period is a management right.

Section 16.2. Overtime pay for employees shall be at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for any time employed over and above eight (8) hours in a single day if an employee's work schedule is based on an eight (8) hour shift, ten (10) hours in a single day if an employee's work schedule is based on a ten (10) hour shift, or twelve (12) hours in a single day if an employee's work schedule is based on a twelve (12) hour shift, depending on the schedule implemented by the City, or eighty (80) hours in a fourteen (14) day period.

Section 16.3. For the purpose of overtime computation, longevity computation shall be included in the base rate for such compensation. All other hours paid, but not worked, excluding holidays and vacation, shall be excluded from the computation of overtime.

Section 16.4. Employees shall have the option of receiving overtime compensation in the form of compensatory time off computed at the same rate as set forth in Section 16.2 of this Article.

Section 16.5. Compensatory time may be accumulated to a maximum of four hundred eighty (480) hours. An employee, who, upon resignation, death, retirement, or other termination of employment, has accumulated compensatory time, shall be paid for such accumulated compensatory time based upon the prevailing regular hourly rate.

Section 16.6. The parties agree that, subject to advance notice, officers who work in the same capacity may voluntarily agree to trade time provided that the trade does not result in any overtime or premium obligation to the City. Said trading time is a convenience to an officer who is confronted with a personal issue which requires his or her attention on a short notice basis. Therefore, requests for trade of time shall be submitted for approval as soon as is practical and shall not be unreasonably denied. Said trade shall conform to the regulations set forth in 29 CFR 553.31.

SICK LEAVE

ARTICLE 17

Section 17.1. Every employee shall be entitled to ten (10) hours of sick leave per month of service, while actually disabled by sickness or physical injury, and shall be allowed the same compensation on sick leave as if actually employed.

Section 17.2. The sick leave herein provided for shall be applied to scheduled work days only.

Section 17.3. The sick leave herein provided for shall be cumulative without limit. "Cumulative" means the accumulation of all unused sick leave for any number of years.

Section 17.4. Employees hired on or before January 1, 1988 shall, at the time of retirement from active full-time service with the Employer, with ten or more years of continuous service with the

Employer, be paid in cash for 1/3 of the employee's accrued but unused sick leave, up to a maximum accrual of 1,280 hours. The dollar value of sick pay shall be based on:

- a) Employees annual salary at the time of retirement; and
- b) A work year of 52 weeks and 5 days per week.

For this calculation, paid vacation days and holidays are considered work days. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be made by the Employer only once for any employee during his lifetime. This section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation or any other like termination except at retirement as set forth herein.

Section 17.5. Employees hired after January 1, 1988, at the time of retirement from active full-time service with the Employer, with ten or more years of continuous service with the Employer, shall be paid in cash for 1/3 of the employees accrued but unused sick leave, up to a maximum accrual of 960 hours. The dollar value of sick pay shall be based on:

- a) Employees annual salary at the time of retirement; and
- b) A work year of 52 weeks and 5 days per week.

For this calculation, paid vacation days and holidays are considered work days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the Employer only once for any employee during his lifetime. This section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation or any other like termination except at retirement as set forth herein.

Section 17.6. If an employee is sick in excess of three (3) consecutive days, the Chief may require a certificate from a licensed physician to be filed not later than four (4) days after the commencement of the sickness or disability.

Section 17.7. An employee who is to be absent or sick shall notify his supervisor of such absence and the reason therefore within a reasonable time before the start of his shift each day he is to be absent and maybe required to substantiate such absence on return to work.

Section 17.8. Sick leave shall be granted for the absence from duty because of illness, injury, disease, exposure to contagious disease, or attendance upon members of the immediate family whose illness requires the care of such employee. "Immediate family" shall mean father, mother, sister, brother, wife or husband related either by blood or marriage to the employee. In the case of children only, the employee is eligible for sick leave to care for such child even though the child may not reside with the employee, where the employee has custodial or legal parental rights pursuant to a court decree.

Section 17.9. An employee who, without service interruption, transfers from this Department to another Department of the City shall be allowed to transfer his accumulated sick leave to the new department.

Section 17.10. Employees working on an eight (8) hour shift schedule may convert unused sick leave above and beyond the 960 hours accumulated to time off at the rate of 16 unused sick hours to 8 hours off. Employees working on a ten (10) hour shift schedule may convert unused sick leave beyond the 960 hours accumulated to time off at the rate of 20 unused sick hours to 10 hours off. Employees working on a twelve (12) hour shift schedule may convert unused sick leave above and beyond the 960 hours accumulated to time off at the rate of 24 unused sick hours to 12 hours off.

Section 17.11. Employees hired on or after January 1, 1990 shall not be permitted to retain and transfer accumulated sick leave from any public service employment outside the City of Broadview Heights.

DISABILITY LEAVE

ARTICLE 18

Section 18.1. An employee who is disabled as a result of the performance of hazardous duties, as defined below, within the scope of his employment as a full-time employee of the Employer, if such disability prevents him from performing his duties shall be paid his regular compensation during the continuance of such service related disability but for a period not to exceed 1,440 work hours from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. Hazardous duty is defined as injury resulting from active police duty, such duty including but not limited to apprehension or attempted apprehension of suspects, active participation in the prevention of crimes and the pursuit of suspects and police training authorized by the Employer.

Section 18.2. An employee who is disabled as a result of the performance of non-hazardous duties within the scope of his employment as a full-time employee of the Employer, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed 1,440 work hours from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first forty (40) hours of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than forty (40) hours accumulated sick leave credit is available, the existing sick leave credit then available shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

Section 18.3. Any employee who obtains a paid leave under this Article shall file for Worker's Compensation and sign a waiver assigning to the Employer those sums of money (temporary

total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. The City may, in its discretion, waive the requirement that the employee file for Workers Compensation benefits although nothing herein shall be construed to infringe on the employee's right to file for Worker Compensation benefits nor shall it be construed to limit the benefits of this section.

Section 18.4. Certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month which disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the Employer at any time.

Section 18.5. In the event any employee is dissatisfied with the determination of the Finance Director on the Employer's medical examination; the employee may submit the question to the grievance procedure.

FUNERAL LEAVE

ARTICLE 19

Section 19.1. In case of death of an employee's spouse, child, parent, brother, sister, step-parent, grandparent, father-in-law, or mother-in-law, that employee shall be granted three (3) tours of duty, i.e., thirty-six (36) hours for employees assigned to 12 hour shifts and twenty-four (24) hours for employees assigned to eight (8) hour shifts funeral leave without loss of pay, benefits, days off, holiday, vacation, or sick leave to attend the funeral or memorial service of the deceased family member.

Section 19.2. If time beyond Section 19.1 is necessary, the employee may request such additional time and the Chief or his designee may grant at his discretion such additional time. If eligible, the employee may apply holiday and/or vacation time.

MEDICAL INSURANCE

ARTICLE 20

Section 20.1. Subject to Section 20.02, below, the Employer will provide employees covered by this Agreement the minimum levels of coverages, subject to any applicable employee premium contribution, as summarized and contained in Appendix I, Appendix II and/or Appendix III.

Section 20.2. The parties agree that in their efforts to reduce hospitalization/medical costs a City-wide Joint Medical/Hospitalization Insurance Committee with a representative from the Union will be established and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer. Should the Insurance Committee recommend changes to the coverages, including premium contributions, described above then the revised coverages and/or other changes shall be submitted to the Union. The Union shall have the opportunity to accept or reject the recommended changes, as a whole, and unless

rejected by the Union within thirty (30) days of submittal and, further, provided they are adopted by the City, the recommended changes shall be deemed to be incorporated herein and shall supersede those set forth above to the extent they are in conflict. The parties agree to reopen negotiations regarding this Article, including utilization of the applicable impasse resolution procedures if necessary, if any one of the three (3) following events occur: 1) The Union rejects the recommended changes of the Insurance Committee within thirty (30) days of their submittal; 2) The City does not adopt the recommended changes of the Insurance Committee; or 3) the City elects to change the City health insurance coverages, including premium contributions, absent a recommendation from the Insurance Committee.

Section 20.03. The Employer shall provide employees with a Life Insurance Policy as contained in the medical coverage insurance policy or otherwise provided by the Employer.

CALL-OUT PAY

ARTICLE 21

Section 21.1. An employee who is called to work at a time he is not regularly scheduled shall be paid for hours worked in call-out capacity, at the overtime rate with a minimum of two (2) hours.

COURT TIME

ARTICLE 22

Section 22.1. Whenever approved by the Chief, employees appearing in court on behalf of the Employer during non-scheduled work time shall be paid a minimum of two (2) hours at the overtime rate or actual hours at the applicable rate if it exceeds two (2) hours.

JURY DUTY LEAVE

ARTICLE 23

Section 23.1. Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for such jury duty, as provided for in the Ohio Revised Code.

VACATIONS

ARTICLE 24

Section 24.1. Effective January 1, 2006, all full-time employees of the Employer shall be entitled each year on their anniversary date to the following paid vacation provided that they have worked at least 1,040 hours in the one (1) year period preceding their anniversary date of hire:

YEARS OF SERVICE	WEEKS OF VACATION
------------------	-------------------

after 1 year	80 hours
after 5 years	120 hours
after 10 years	160 hours
after 15 years	200 hours
after 25 years	240 hours

Section 24.2. Vacation time maybe carried over from one (1) anniversary year to the next anniversary year only, and the carry over shall be limited to the employee's annual vacation eligibility only.

Section 24.3. Employees hired on or after January 1, 1990 shall not be permitted to retain and transfer vacation eligibility from public service employment outside the City of Broadview Heights.

Section 24.4. Unit members may, one time per year with at least two weeks notice to the Employer, convert eighty (80) hours of accumulated vacation to a lump sum cash payment.

LIFE INSURANCE

ARTICLE 25

Section 25.1. The City shall provide employees with a Life Insurance Policy in the amount of \$25,000 to be administered consistent with the terms of the policy.

Section 25.2. Full-time police officers killed in the line of duty while serving the City of Broadview Heights shall have his salary paid to his family or estate for a period of six (6) months from the date of death.

LONGEVITY

ARTICLE 26

Section 26.1. Each full-time employee shall be entitled to longevity pay at the rate of \$9.00 per month of service after five (5) years of service and paid within the pay period of the anniversary date of such employment. The maximum annual payment shall be \$2,160.00.

COMPENSATION SCHEDULE

ARTICLE 27

Section 27.1. Effective January 1, 2015, Sergeants shall receive a rank differential of 14% above the first class Patrolmen's annual rate - \$81,944 per year.

Section 27.2. Effective January 1, 2016, Sergeants shall receive a rank differential of 14% above the first class Patrolmen's annual rate - \$83,584 per year.

Section 27.3. Effective January 1, 2015, Lieutenants shall receive a rank differential of 14% above the Sergeant's annual rate - \$93,416 per year.

Section 27.4. Effective January 1, 2016, Lieutenants shall receive a rank differential of 14% above the Sergeant's annual rate - \$95,286 per year.

Section 27.6. Sergeants required to assume off-duty call shall be reimbursed for three (3) hours at the regular straight time hourly rate if not required to report or the applicable rate if required to report.

Section 27.10. Employees assigned to perform K-9 handling and related duties shall be compensated three (3) hours per week when performing those duties. The Chief shall, at his discretion, determine how those three (3) hours per week are to be scheduled in relationship to the operating requirements of the department. In any event, such hours paid shall be considered as hours worked for overtime computation purposes.

FIELD TRAINING OFFICER (FTO) PAY

ARTICLE 28

Section 28.1. Notwithstanding any other provision of this Agreement, any officer who is assigned by the Chief or his designee to act as field training officer (FTO) for new employees shall be granted one (1) hour of compensatory time for each full tour acting as FTO.

HOLIDAYS

ARTICLE 29

Section 29.1. For contract year 2010, each full-time employee shall be entitled to one hundred (100) hours of holiday pay each year. Beginning with contract year 2011, each full-time employee shall be entitled to one hundred twenty (120) hours of holiday pay each year.

Section 29.2. An employee may schedule his birthday off rather than the actual birth date as long as the request is made in advance and approved by the Chief.

Section 29.3. If full-time employees are required to work the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Easter Sunday
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Thanksgiving Day
9. Christmas Day

10. Employee Birthday

they shall be compensated at the rate of time and one-half (1 1/2) times the straight time hourly rate and be permitted to schedule a day off at a time mutually agreed to between the employee and the Chief.

PERSONAL LEAVE

ARTICLE 30

Section 30.1. Each full time employee shall be entitled to sixteen (16) hours of paid personal leave off per year with pay provided such request is made in advance and approved by the Chief.

UNIFORM ALLOWANCE

ARTICLE 31

Section 31.1. Employees shall receive an annual uniform allowance in the amount of seven hundred dollars (\$700.00). - Such allowance shall be prorated for new hires.

Section 31.2. This allowance shall be for the purpose of securing uniforms, clothing or equipment as required and proof of purchase and approval by the Chief is required.

Section 31.3. Whenever personal clothing is damaged or destroyed while on duty, the Employer shall repair or replace same provided that it is not otherwise recoverable up to a maximum of one hundred fifty dollars (\$150.00). Proof of cost incurred and approval is required.

Section 31.4. Initial clothing issue for all new full-time patrolmen shall be as follows:

- 4 short sleeve uniform shirts
- 4 long sleeve uniform shirts
- 3 pairs of uniform pants
- 1 winter coat
- 1 dress blouse
- 1 raincoat
- 1 pair of boots
- All leather goods
- 2 hats (winter & summer)
- 1 pair of shoes
- 1 service weapon
- 2 pair of handcuffs
- 2 ties
- 1 soft body armor
- 1 four cell rechargeable Maglight/Streamlight + one stinger flashlight
- Ceramic shock plate for body armor (7" x 9" plate)

Section 31.5. If a probationary employee leaves the employ of the Employer prior to completion of the probationary period, he shall reimburse the Employer and/or return items, if appropriate, to the Employer.

Section 31.6. Full-time employees shall be paid four hundred fifty dollars (\$450.00) for maintenance of their uniforms.

Section 31.7. The amounts described in Sections 31.1 and 31.6, above, shall be paid to the employee in a single lump sum check by the second pay in November. The parties further understand that the sum will be taxable income to the employee. This amount shall be prorated for new hires.

Section 31.8. In the event the Employer requires a change of authorized uniforms or equipment, the Employer shall be responsible for the cost of the initial issue and any authorized change.

Section 31.9. Once every five years, the employer shall pay an employee up to One Thousand One Hundred Dollars (\$1,100.00) for replacement of soft body armor upon proof of purchase and approval by the Chief.

CONFORMITY TO LAW

ARTICLE 32

Section 32.1. This Agreement shall supersede any present and future federal, state and local Laws, along with any applicable rules and regulations and the invalidity of any provisions of this Agreement by reason of any such existing or fixture law or rule or regulation shall not affect the validity of the surviving portions.

Section 32.2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 32.3. Should any Article, Section or Subsection of this Agreement be deemed invalid or unenforceable under Section 32.2 above, the parties shall enter into discussion on the invalid or unenforceable sections to negotiate successor sections.

TOTAL AGREEMENT

ARTICLE 33

Section 33.1. This Agreement represents the entire agreement between the Employer and the F.O.P. and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such

modification or discontinuance being subject to any grievance or appeal procedure herein contained.

EMPLOYEE RIGHTS

ARTICLE 34

Section 34.1. An employee has the right to the presence and advise of a Union representative and/or Union attorney at all disciplinary hearings and/or disciplinary interrogations.

Section 34.2. Before an employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, the employee shall be advised in writing that his refusal to answer such questions or participate in such investigation be the basis of such charge.

Section 34.3. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at the time, a witness and not under investigation, he shall be so advised.

Section 34.4. Upon completion of an investigation of a complaint against an employee, the employee shall be notified.

Section 34.5. Whenever an employee receives a written reprimand or other written disciplinary actions taken which appears in the employee's personnel file, the Officer shall be provided with a copy.

TUITION AID ASSISTANCE

ARTICLE 35

Section 35.1. First class Patrol Officers may enroll in continuing education in the law enforcement field provided that they apply in advance of enrollment and receive prior approval by the Chief and Mayor. Upon approval eligible employees shall receive assistance up to \$50.00 per credit hour. An employee must attain the grade of "C" or better, unless the course is a pass/fail in which case a pass grade is required. Reimbursement will be made upon completion of the course and documentation of the required grade. In no event shall an employee exceed payment of three hundred dollars (\$300.00) per calendar year under this Article.

LABOR MANAGEMENT COMMITTEE

ARTICLE 36

Section 36.1. A Labor / Management Committee consisting of two individuals who represent the Fraternal Order of Police Sergeants and Lieutenants Unit and two who represent the Broadview Heights Police Administration may be established. This committee will meet bi-annually per

calendar year during non-working hours to discuss departmental issues of general concerns to either labor or management.

DRUG AND ALCOHOL TESTING

ARTICLE 37

Section 1. The Employer has established a City-wide Drug and Alcohol Testing Policy applicable to and binding upon Members of the Union as well as all other employees of the City. A copy of the Policy is attached hereto.

Section 2. Should the Employer elect to modify the Drug and Alcohol Policy, the proposed changes shall be submitted to the Insurance Committee for review and recommendation.

DURATION OF AGREEMENT

ARTICLE 38

Section 38.1.

- a. This Agreement shall be effective as of January 1, 2015 and shall remain in full force and effect through December 31, 2016 unless otherwise terminated as provided herein.
- b. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.
- c. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposal on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the F.O.P. and all prior Agreements, either oral or written, are hereby canceled.

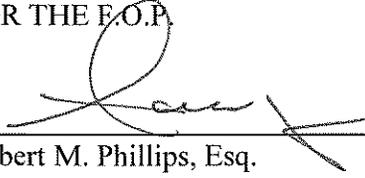
Therefore, the Employer and the F.O.P., for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement. This Agreement may only be amended or modified during the life of the Agreement by the express mutual written consent of both parties.

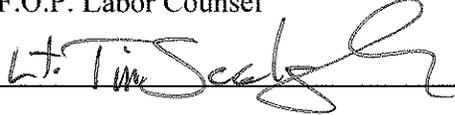
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2015.

FOR THE EMPLOYER:

By: 
Mayor Sam Alai

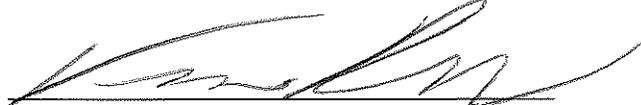
FOR THE F.O.P.


Robert M. Phillips, Esq.
F.O.P. Labor Counsel





Approved as to legal form and Correctness:


Vince Ruffa, Law Director

Approved by ^{Resolution} Ordinance No. 15-22 passed this 23 day of February, 2015.

APPENDIX I

Summary of Medical and Hospitalization Insurance

The following pages in this Appendix summarize the medical and hospitalization coverage offerings for the 2014-2015 plan year. These insurance plans will be provided by company identified in the summary unless the provider can no longer offer said coverages in which event, the employer shall provide substantially similar coverages. Employee may select coverage only during the open enrollment period or as otherwise authorized by the provider. An employee not making a selection may be subject to a default selection being made for the employee.

Employee shall contribute either five percent (5%) of the monthly insurance premiums (without consideration of any share funding or other financing or risk sharing arrangement) up to one hundred dollars (\$100.00) for family coverage or five percent (5%) of the monthly insurance premiums (without consideration of any share funding or other financing or risk sharing arrangement) up to a maximum of fifty-five dollars (\$55.00) for single coverage.

THIS SUMMARY IS ONLY A PARTIAL LIST OF THE BENEFITS AND CONDITIONS OF COVERAGE. THE CONTRACT OR CERTIFICATE WILL CONTAIN THE COMPLETE PROVISIONS.

Medical Mutual : Plan 1

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

Coverage Period: 02/01/2015 - 01/31/2016

Coverage for: Single or Family | Plan Type: PPO



This is only a summary. If you want more details 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?	\$100/single, \$200/family Network \$400/single, \$600/family Non-Network Doesn't apply to coinsurance, copays and network preventive care	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, Coinsurance Limit: \$300/single, \$600/family Network \$800/single, \$1,600/family Non-Network Out-of-pocket Limit: \$6,600/single, \$13,200/family Network Unlimited/single, Unlimited/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. The coinsurance limit is included in the out-of-pocket limit .
What is not included in the out-of-pocket limit?	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.

Questions: Call 800.232.7400 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 800.232.7400 to request a copy.



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3/6/2015
CMS150300000760-01017

Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services .
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- **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	\$15 copay/visit	40% coinsurance	-----none-----
	Specialist visit	\$15 copay/visit	40% coinsurance	-----none-----
	Other practitioner office visit (Chiropractic)	20% coinsurance	40% coinsurance	(60 visits per benefit period, combined with Physical and Occupational Therapies)
	Other practitioner office visit (Acupuncture)		Not Covered	Excluded Service
	Preventive care/ screening/ immunization	No charge	40% coinsurance	-----none-----
If you have a test	Diagnostic test (x-ray)	20% coinsurance	40% coinsurance	-----none-----
	Diagnostic test (blood work)	20% coinsurance	40% coinsurance	-----none-----
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	-----none-----

Questions: Call 800.232.7400 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 800.232.7400 to request a copy.

Medical Mutual : Plan 1

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

Coverage Period: 02/01/2015 - 01/31/2016

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 drugs to treat your illness or condition More information about prescription drug coverage is available at MedMutual.com/SBC	Generic copay - retail /Rx	\$10	Does Not Apply	none
	Generic copay - home delivery /Rx	\$20	Does Not Apply	none
	Formulary copay - retail /Rx	\$15	Does Not Apply	none
	Formulary copay - home delivery /Rx	\$30	Does Not Apply	none
	Non-Formulary copay - retail /Rx	\$30	Does Not Apply	none
	Non-Formulary copay - home delivery /Rx	\$60	Does Not Apply	none
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	none
	Physician/surgeon fees (Outpatient)	20% coinsurance	40% coinsurance	none
	Emergency room services		\$50 copay/visit	none
If you need immediate medical attention	Emergency medical transportation		20% coinsurance	none
	Urgent care	\$15 copay/visit	40% coinsurance	none
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	none
	Physician/ surgeon fee (inpatient)	20% coinsurance	40% 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
If you have mental health, behavioral health, or substance abuse needs	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits		none
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits		none

Questions: Call 800.232.7400 or visit us at MedMutual.com/SBC.

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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 Exclusions
If you are pregnant	Prenatal and postnatal care	20% coinsurance	40% coinsurance	-----none-----
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	-----none-----
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	(30 visits per benefit period), (limit applies to Non-Network only)
	Rehabilitation services (Physical Therapy)	20% coinsurance	40% coinsurance	(60 visits per benefit period, combined with Occupational Therapy and Chiropractic)
	Habilitation services (Occupational Therapy)	20% coinsurance	40% coinsurance	(60 visits per benefit period, combined with Physical Therapy and Chiropractic)
	Habilitation services (Speech Therapy)	20% coinsurance	40% coinsurance	(20 visits per benefit period)
	Skilled nursing care	20% coinsurance	40% coinsurance	-----none-----
	Durable medical equipment		20% coinsurance	-----none-----
	Hospice service		20% coinsurance	-----none-----
If your child needs dental or eye care	Eye exam (Child)	No charge	40% coinsurance	Inclusive with a preventive well-child visit
	Glasses		Not Covered	Excluded Service
	Dental check-up (Child)		Not Covered	Excluded Service

Questions: Call 800.232.7400 or visit us at MedMutual.com/SBC.
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Medical Mutual : Plan 1

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

Coverage Period: 02/01/2015 - 01/31/2016

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 800.232.7400. 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 X61566 or www.cms.gov.

Questions: Call 800.232.7400 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 800.232.7400 to request a copy.



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06/28/2007

CSAS150300000702-01617

Medical Mutual : Plan 1

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

Coverage Period: 02/01/2015 - 03/31/2016

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 800.232.7400. You may also contact your State Department of Insurance at 800.688.1526.

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**.

To see examples of how this plan might cover costs for simple medical situations, see the next page.

Questions: Call 800.232.7400 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 800.232.7400 to request a copy.

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Medical Mutual : Plan 1
Coverage Examples

Coverage Period: 02/01/2015 - 01/31/2016

Coverage for: Single or Family | Plan Type: PPO

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is
not a cost
estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

- Amount owed to providers: \$7,540
- Plan Pays \$6,920
- Patient Pays \$620

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient Pays:

Deductibles	\$100
Copays	\$20
Coinsurance	\$300
Limits or exclusions	\$200
Total	\$620

These numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower. For more information about your HRA or FSA, please contact your employer group.

Managing Type 2 diabetes
(with the assistance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan Pays \$4,750
- Patient Pays \$650

Sample care cost:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedure	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient Pays:

Deductibles	\$100
Copays	\$500
Coinsurance	\$10
Limits or exclusions	\$40
Total	\$650

Note: These numbers assume the patient is participating in our diabetes wellness program. If you have diabetes and do not participate in the wellness program, your costs may be higher. For more information about the diabetes wellness program, please contact: 800.232.7400.

Questions: Call 800.232.7400 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 800.232.7400 to request a copy.



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Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- Patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summaries of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box on each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 800.232.7400 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 800.232.7400 to request a copy.

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APPENDIX II

Schedule of Dental Benefits

The following pages in this Appendix summarize the Dental benefits. This insurance plan will be provided by company identified in the summary unless the provider can no longer offer said coverages in which event, the employer shall provide substantially similar coverages.

THIS SUMMARY IS ONLY A PARTIAL LIST OF THE BENEFITS AND CONDITIONS OF COVERAGE. THE CONTRACT OR CERTIFICATE WILL CONTAIN THE COMPLETE PROVISIONS.

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	\$50 single / \$150 family
Maximum benefit payable per Covered Person per Benefit Period	\$1,000
Dependent Age Limit	The end of the calendar year of the 19th birthday or the end of the calendar year of the 25th birthday if the dependent is a Full-time Student

It is important that you understand how MMO calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	Maximums and Limitations
Oral Exams	Two exams per Benefit Period
Bitewing x-rays	Two sets per Benefit Period
Full-mouth x-rays/Panorex	One every rolling 36 months
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	One per Benefit Period
Sealants	One every 36 months for Eligible Dependent children under age 19
Space Maintainers	For Eligible Dependent children under age 19
Crowns	Once every five years per tooth
Prosthetics (Fixed)	Once every five years per unit
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Dentures (Complete and Partial)	Once every five years Refining and rebasing is covered if done no less than six months after initial placement but not more than once in any 36 month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

DENTAL PAYMENT SCHEDULE	
Type of Service	You Pay the Following
<ul style="list-style-type: none"> • oral examinations/evaluations • bitewing x-rays • prophylaxis • space maintainers • fluoride applications • emergency palliative treatments 	0% of the Usual, Customary and Reasonable Amount. No deductible is required for these services
<ul style="list-style-type: none"> • inlays • onlays • crowns • dentures (complete & partial) • prosthetics (fixed) 	40% of the Usual, Customary and Reasonable Amount.
For all other Covered Services	20% of the Usual, Customary and Reasonable Amount.

NSTD-02655

ORTHODONTIC SERVICES	
Maximum Benefit Payable per Covered Person	\$1,000 per lifetime
Eligibility	Available for Eligible Dependent children up to the age of 19
Deductible	\$50
Your Payment Amount	40% of the Usual, Customary and Reasonable Amount

BENEFIT VERIFICATION

Required for any Course of Treatment exceeding \$500 or involving one or more crowns.

APPENDIX III

Vision Benefits

The following pages in this Appendix summarize the vision benefits. This insurance plan will be provided by company identified in the summary unless the provider can no longer offer said coverages in which event, the employer shall provide substantially similar coverages.

THIS SUMMARY IS ONLY A PARTIAL LIST OF THE BENEFITS AND CONDITIONS OF COVERAGE. THE CONTRACT OR CERTIFICATE WILL CONTAIN THE COMPLETE PROVISIONS.

City of Broadview Heights

Eye Care Highlight Sheet



Plan 1: ViewPointe® Plan H Summary

Effective Date: 2/1/2010

	EyeMed Access Network	Out of Network
Deductibles		No deductible
Annual Eye Exam	\$10 Exam	
Lenses (per pair)	\$20 Eye Glass Lenses	
Single Vision	Covered in full	Up to \$35
Bifocal	Covered in full	Up to \$25
Trifocal	Covered in full	Up to \$40
Lenticular	Covered in full	Up to \$55
Progressive	20% discount	No benefit
Contacts	See lens options	NA
Fit & Follow Up Exams		
Standard	Standard: Member cost up to \$55	No benefit
Premium (Allowance)	Premium: 10% off of retail	No benefit
Elective	Up to \$130	Up to \$104
Medically Necessary	Covered in full	Up to \$200
Frames	\$130	Up to \$65
Frequencies (months)		
Exam/Lens/Frame	12/12/24	12/12/24
	Based on date of service	Based on date of service

Lens Options (member cost)

	EyeMed Network	Out of Network
Progressive Lenses		No benefit
Standard	Standard: \$65 + lens deductible	
Premium	Premium: lens cost - 20% discount - \$120 allowance + Standard Progressive cost	
Std. Polycarbonate	\$40	No benefit
Tint (solid and gradient)	\$15	No benefit
Scratch Resistant Coating	\$15	No benefit
Anti-Reflective Coating	\$45	No benefit
Ultraviolet Coating	\$15	No benefit
Lasik or PRK	Average discount of 15% off retail price or 5% off promotional price at US Laser Network participating providers.	No benefit

Monthly Rates

Employee Only (EE)	\$8.56	8.96
EE + Family	\$18.82	20.50

eyemed

City of Broadview Heights

Eye Care Highlight Sheet



Additional ViewPoints® H Features

EyeMed In-Network Discounts	15% discount off the remaining balance in excess of the conventional contact lens allowance. 20% discount off the remaining balance in excess of the frame allowance. 20% discount on items not covered by the plan at network providers, which may not be combined with any other discounts or promotional offers. This discount does not apply to EyeMed Provider's professional services, or contact lenses.
EyeMed In-Network Secondary Purchase Plan	Members receive a 40% discount on a complete pair of glasses once the funded benefit has been exhausted. Members receive a 15% discount off the retail price on conventional contact lenses once the funded benefit has been exhausted. Discount applies to materials only.
Contact Lens Replacement by Mail Program	After exhausting the contact lens benefit, replacement lenses may be obtained at significant discounts on-line. Visit EyeMedvisioncare.com for details.

Eye Care Plan Member Service

ViewPointe eye care from Ameritas Group features the money-saving eye care network of EyeMed Vision Care. Customer service is available to plan members through EyeMed's well-trained and helpful service representatives. Call or go online to locate the nearest EyeMed network provider, view plan benefit information and more.

EyeMed Customer Care Center: 1-866-289-0614

- Service representative hours: 8 a.m. to 11 p.m. ET Monday through Saturday, 11 a.m. to 8 p.m. ET Sunday
- Interactive Voice Response available 24/7

Locate an EyeMed provider at: ameritasgroup.com/member

View plan benefit information at: eyemedvisioncare.com

Section 125

This plan is provided as part of the Policyholder's Section 125 Plan. Each employee has the option under the Section 125 Plan of participating or not participating in this plan. If an employee does not elect to participate when initially eligible, he/she may elect to participate at the Policyholder's next Annual Election Period.

This document is a highlight of plan benefits provided by Ameritas Life Insurance Corp. as selected by your employer. It is not a certificate of insurance and does not include exclusions and limitations. For exclusions and limitations, or a complete list of covered procedures, contact your benefits administrator.

LIMITATIONS

This plan has the following limitations.

- 1) This plan does not cover more than one Eye Exam in any 12-month period.
- 2) This plan does not cover more than one pair of ophthalmic Lenses in any 12-month period.
- 3) This plan does not cover more than one set of Frames in any 24-month period.
- 4) This plan does not cover Elective Contact Lenses more than once in any 12-month period. Contact Lenses and associated expenses are in lieu of any other Lenses or Frame benefit.
- 5) This plan does not cover Medically Necessary Contact Lenses more than once in any 12-month period. The treating provider determines if an Insured meets the coverage criteria for this benefit as listed below. This benefit is in lieu of Elective Contact Lenses.
 - a. For Keratoconus where the patient is not correctable to 20/30 in either or both eyes using standard spectacle lenses.
 - b. Patients whose vision can be corrected two lines of improvement on the visual activity chart when compared to best standard spectacle lens correction.
 - c. Anisometropia of 3D or more.
 - d. High Ametropia exceeding -10D or +10D in spherical equivalent.
- 6) This plan does not cover Orthoptics or vision training and any associated testing.
- 7) This plan does not cover Plano Lenses.
- 8) This plan does not cover non-prescribed Lenses or sunglasses.
- 9) This plan does not cover two pairs of glasses in lieu of Bifocals.
- 10) This plan does not cover replacement of Lenses and Frames that are lost or broken outside of the normal coverage intervals.
- 11) This plan does not cover medical or surgical treatment of the eyes or supporting structures.
- 12) This plan does not cover services for claims filed more than one year after completion of the service. An exception is if the Insured shows it was not possible to submit the proof of loss within this period.
- 13) This plan does not cover any procedure not listed on the Schedule of Eye Care Services.

APPENDIX IV

City Drug and Alcohol Testing

Section 1. Policy: The parties are concerned about the effects of alcohol abuse and illegal drug use. Such use and abuse adversely affects work quantity and quality, jeopardizes employee health, and can create an unacceptable and dangerous work environment. Further, substance abuse is contrary to our commitment to excellence. Therefore, in order to promote a safe, healthy, and productive work environment the parties agree to implement the following substance abuse procedures.

Section 2. Procedure: Employees are prohibited from:

1. Possessing, using, buying, selling, transporting, or transferring illegal drugs while working, while on City property, or while operating City vehicles.
2. Possessing, consuming, buying, selling, transferring or transporting alcoholic beverages while working, while in City vehicles, unless specifically authorized in advance in writing by management.
3. Any use of controlled substances, which are defined under the regulations as marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).
4. Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater.
5. Any use of alcohol that could affect the performance of the employee including use during the eight (8) hours prior to work, or until an employee undergoes a post-accident alcohol test.

Section 3. Definitions:

1. "Under the influence" means, with respect to drugs and alcohol, the presence in an employee's system of any detectable amount of alcohol or drug, or its metabolites, and speech, actions, or an appearance which lead a supervisor to reasonably suspect that the employee's ability to perform his or her job safely and effectively has been impaired by drugs or alcohol.
2. The term "drugs" includes marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP), pursuant to Federal and Ohio law.

Section 4. Testing Procedure:

1. The following situations will result in the selection of employees for drug and/or alcohol testing:

- a. Pre-employment. All newly-hired employees and employees promoted or transferred into a safety-sensitive position must complete a drug test with a verified negative result prior to beginning employment or performing any safety-sensitive functions.
- b. Periodic. All affected employees may be drug tested in conjunction with their periodic physical at the City's expense.
- c. Random. All affected employees will be subject to random drug and alcohol testing and must report immediately upon being informed of their random selection.
- d. Reasonable Cause. Any affected employee shall be escorted to a collection site and provide a specimen if, in the opinion of their supervisor(s), there is reasonable cause to suspect the use of drugs or alcohol based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or odors.
- e. Post-Accident. Immediately upon a supervisor/management decision that an employee has been involved in an accident while on duty or while acting in his or her capacity as an employee or representative of the City, the employee must submit to a urine collection at a designated collection site to test for the presence of drugs. Such urine test shall be conducted no later than thirty-two (32) hours after the accident. A post-accident alcohol test shall also be administered, generally within two (2) hours, but no later than eight (8) hours after the accident. Tests conducted by authorized federal, state or local law enforcement officials for drugs and/or alcohol may be used in lieu of the City conducting its own testing. An employee shall be subject to testing following an accident involving loss of human life if he/she was performing a safety-sensitive function. An employee involved in a nonfatal accident shall be subject to post-accident testing if he/she received a citation for a moving violation arising out of an accident.
- f. Follow-up Testing. After a previous positive test, the employee will be subject to unscheduled testing as required by the DOT and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty. Follow-up testing may also be conducted pursuant to the terms of a last chance agreement voluntarily entered into between the City and the employee.
- g. Return to Duty. An employee who tests positive for drugs or alcohol shall not be permitted to return to duty until he/she produces a negative test result and completes any recommended rehabilitation.

2. Employees will be directed to cooperate in urine and alcohol tests under the following circumstances:
 - a. Post-accident as described above.
 - b. The appearance, speech, or actions of an employee causes a supervisor to reasonably suspect that the employee's ability to work may be impaired by alcohol or drugs.
 - c. As part of a required physical examination in which the employer will cover the cost of the test.
 - d. The employee tested positive previously and agreed to or is required to participate in follow-up testing.
 - e. The employee is selected at random for drug and/or alcohol testing.
 - f. Prior to returning to work if the employee has previously tested positive.
 - g. The employee is promoted or transferred into a safety-sensitive position from any non-safety sensitive position.
3. Employees who refuse to be tested are subject to discipline up to and including, discharge, depending upon the circumstances and the requirements of applicable law. Each employee shall be paid his/her regular hourly wage for the time involved in taking any drug/alcohol test required by the City.
4. All applicants for employment must submit to pre-employment testing for evidence of drug use. Refusal of an applicant to be tested will result in the applicant not being hired. The City will obtain, according to DOT regulations, information on positive alcohol and controlled substances tests and refusals to be tested within the preceding two (2) years from the previous employers. This information will be reviewed no later than fourteen (14) days after the employee performs safety-sensitive functions.
5. Urine specimens will be collected at a designated collection site under circumstances designed to prevent sample switching or tampering. Urine specimens will be sealed and sent via courier to a certified lab for testing. Detailed records will be kept to prevent misidentification of samples.
6. The following protocol will apply to all specimen collections:
 - a. The applicant/employee will provide a urine sample at the assigned collection site at the appointed time.

- b. The applicant/employee will participate in the chain of custody procedures in order to insure accurate collection by:
 - (1) providing photo identification;
 - (2) completing and signing consent, release of information, and Chain of Custody forms; and
 - (3) following urine collection procedures in cooperation with the collection site.
 - c. If the applicant/employee refuses to provide the specimen for drug or alcohol testing, the applicant may not be hired and the employee will be subject to discipline including discharge.
7. All positive urine screens will be confirmed through GC/MS testing (Gas Chromatography/Mass Spectrometry) before any discipline is imposed or hiring decisions are made.
 8. An independent Medical Review Officer (MRO) will review all drug tests performed by the laboratory. The MRO is to determine whether positive test results indicate illegal drug use or whether other medical explanations could account for the result. The MRO will attempt to contact the employee prior to notifying the City of the results.
 9. On all “positive” drug screen test results, the MRO will make reasonable efforts to first contact the applicant/employee and review the findings. If the applicant/employee cannot be reached during the above-mentioned time frame, City management will be contacted and informed to contact the applicant/employee and have such person contact or make themselves available to be contacted by the MRO to review the findings. If the applicant/employee does not make himself/herself available to be contacted by the MRO, the applicant may not be hired and an employee will be subject to discipline including discharge unless valid circumstances unavoidably prevented the employee from contacting the MRO in a timely manner.
 10. Confidentiality & Privacy. The City will attempt to ensure that all aspects of the testing process are as private and confidential as reasonably practical. As such, the City shall maintain records related to its substance abuse programs including employee test results in a secure location with controlled access. Actual test results will be provided to supervisors and managers who have a need to know such information; to the person tested; and any person permitted or required by law or regulation to receive such information including a subsequent employer. Except as required by law, test results will not be disclosed to co-workers, an employee’s family, uninvolved supervisors, or law enforcement authorities without the specific permission of the person tested.

11. The City will, however, inform the police of trafficking in illegal drugs by employees or other criminal activity and will turn over any illegal drugs confiscated on City property to the police.
12. Consequences of Testing Positive. Employees who provide valid pre-dated prescriptions for the substance(s) for which they test positive will not be disciplined.
13. The consequences of testing positive may result in discipline including termination and refusal to submit to a test will result in termination of employment. Each case shall be reviewed on its own merits. A “positive test” for purposes of alcohol testing shall mean an alcohol concentration of 0.04 or greater. However, an employee who is found to have an alcohol concentration of 0.02 or greater, but less than 0.04 shall not be permitted to perform safety-sensitive functions. A “positive test” for purposes of drug testing shall mean the presence of a drug above the levels prescribed by DOT. In the event that the Employer elects not to terminate an employee for testing positive, the Employer may condition reinstatement upon successful completion of any treatment recommended and/or approved by the MRO. An employee who undergoes such treatment shall do so at his or her expense if not fully covered by applicable insurance. Additionally, an employee undergoing recommended treatment as a condition to reinstatement may utilize sick or other available leave, but if none is available shall be placed on unpaid leave.
14. Voluntary Treatment And Counseling. (Prior to detection or selection for testing.) The City shall reasonably accommodate an employee’s substance abuse problem by granting an employee’s request for treatment/rehabilitation, including treatment or rehabilitation through the employee assistance program. Employees who request leaves of absence for treatment will not be subject to discipline. These unpaid leaves will be approved by management and the employee must agree to abide by the “Last Chance Agreement.” Employees may not, however, escape discipline by first requesting such treatment or leaves after being selected for testing or violating City policies and rules. Such requests for treatment will be kept confidential in accordance with federal and state law.
15. The City will establish an employee assistance program which will include a committee of an equal number of City and Union representatives to review requests and assist in the preparation of a plan for an employee who feels he or she may have a substance abuse problem. Such employees coming to the employee assistance program for help will not be disciplined or retaliated against.
16. Employees caught possessing, using, selling, buying or transferring drugs or alcohol while at work, on City premises, or while using City vehicles will be terminated.

17. Employees arrested for selling drugs to, or buying them from another employee will be suspended without pay and if convicted, terminated. Depending on the circumstances, employees arrested for and convicted of other drug offenses may also be terminated.
18. Employees are responsible for their conduct and actions while under the influence and will be subject to disciplinary actions for any policy or rule violations in an impaired state. Impairment due to drugs or alcohol shall not be construed so as to condone or exonerate an employee or be considered a justifiable defense or mitigating circumstances for any improper actions, violations of City policy and procedures, or poor performance.
19. Supervisor and Employee Training. The City will ensure that persons authorized to determine reasonable suspicion, including Union representatives, are trained to recognize the symptoms of impairment and intoxication. Further, employees of the City shall be provided a copy of this policy and information pertaining to testing procedures, conduct that is prohibited, the effects of drugs and alcohol, and the consequences for violations of the policy.

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Chief of Police (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

CHIEF OF POLICE

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Chief of Police if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: _____

(If more space is needed, attached extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____

Chief of Police Signature: _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Chief of Police.

If you disagree with the discipline, you should state your reasons in writing in the space provided below and return this form to the Chief of Police within five (5) days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) days of receipt of the proposed discipline with the Mayor.

3. If you file your objections, the Mayor will schedule a formal meeting within ten (10) days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Mayor will report his/her decision within fifteen (15) days following the close of the hearing.

5. You will have fifteen (15) days after receipt of the Mayor's decision in which to appeal the decision pursuant to the final step of the Grievance Procedure.

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) days prior to the date of the final grievance hearing. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.