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AN AGREEMENT

between

THE CITY OF STRONGSVILLE

and

**THE FRATERNAL ORDER OF THE POLICE,
PARMA LODGE #15
(PATROL OFFICERS)**

January 1, 2016

to

December 31, 2018

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	1
ARTICLE II	PURPOSE AND INTENT	1
ARTICLE III	UNION RECOGNITION	1
ARTICLE IV	DUES DEDUCTIONS AND AGENCY SHOP	1
ARTICLE V	MANAGEMENT RIGHTS	2
ARTICLE VI	NON-DISCRIMINATION	3
ARTICLE VII	NO STRIKE/NO LOCKOUT	3
ARTICLE VIII	LODGE REPRESENTATIVE.....	4
ARTICLE IX	DISCIPLINARY PROCEDURE.....	5
ARTICLE X	GRIEVANCE PROCEDURE.....	7
ARTICLE XI	SENIORITY	9
ARTICLE XII	BULLETIN BOARDS.....	10
ARTICLE XIII	ATTENDANCE AT TRAINING SCHOOLS, SESSIONS OR SEMINARS	11
ARTICLE XIV	WAIVER IN CASE OF EMERGENCY	11
ARTICLE XV	LIABILITY COVERAGE.....	12
ARTICLE XVI	PERSONAL LEAVE.....	12
ARTICLE XVII	HOURS OF WORK.....	13
ARTICLE XVIII	OVERTIME.....	13
ARTICLE XIX	COMPENSATORY TIME	13
ARTICLE XX	SICK LEAVE	14
ARTICLE XXI	BENEFITS.....	16
ARTICLE XXII	INJURY WAGE CONTINUATION.....	18
ARTICLE XXIII	WAGES AND LONGEVITY.....	19

ARTICLE XXIV	CALL OUT PAY	22
ARTICLE XXV	CLOTHING ALLOWANCE.....	22
ARTICLE XXVI	VACATIONS	23
ARTICLE XXVII	CONFORMITY TO LAW.....	23
ARTICLE XXVIII	TOTAL AGREEMENT.....	24
ARTICLE XXIX	DEATH BENEFIT / WEAPON PURCHASE UPON RETIREMENT ...	24
ARTICLE XXX	FAMILY AND MEDICAL LEAVE ACT	24
ARTICLE XXXI	LAY-OFFS	25
ARTICLE XXXII	DURATION OF AGREEMENT.....	25
ATTACHMENT A – SUMMARY PLAN DESCRIPTION		
DISCIPLINARY FORMS		
SETTLEMENT AGREEMENT – INJURY PAY CONTINUATION		

ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Strongsville, hereinafter referred to as the "Employer" and the FOP Parma Lodge 15, (Patrolmen's Unit) hereinafter referred to as the "FOP" or "Union".

ARTICLE II PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure it orderly and uninterrupted efficient operations, the Employer and the FOP 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 multi-unit 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 City of Strongsville; (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.

ARTICLE III UNION RECOGNITION

3.01 The Employer recognizes the Fraternal Order of Police as the sole and exclusive representative for those employees included in this Bargaining Unit for the purpose of negotiating wages, hours, benefits, and conditions of employment. Whenever used in this Agreement, the term "Bargaining Unit" shall mean the Patrolmen's Unit consisting of all full-time sworn Patrolmen excluding Supervisory Officers, the Assistant Chiefs (Deputy Chiefs) and the Chief of Police.

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

3.03 Notwithstanding the provisions of this Article, management, confidential, fiduciary, supervisory, casual and seasonal employees shall be excluded from the bargaining units.

ARTICLE IV DUES DEDUCTIONS AND AGENCY SHOP

4.01 The Employer agrees to deduct Lodge membership dues in accordance with this Article for all employees eligible for a bargaining unit.

4.02 The Employer agrees to deduct regular Lodge membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Lodge dues from the payroll check for the next pay period

in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

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

4.04 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or, (5) resignation by the employee from the FOP.

4.05 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

4.06 The parties agree that neither the employees nor the Lodge 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 sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Lodge dues deduction would normally be made by deducting the proper amount.

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

4.08 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.

ARTICLE V MANAGEMENT RIGHTS

5.01 Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, layoff 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-division) within or to other operations-divisions; to determine the 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 work force, 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.

ARTICLE VI NON-DISCRIMINATION

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

6.02 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.

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

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

ARTICLE VII NO STRIKE/NO LOCKOUT

7.01 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the FOP recognize their mutual responsibility to provide for uninterrupted services to the citizens of Strongsville. Therefore, the FOP agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members.

7.02 When the City notifies the FOP that any member of the bargaining unit individually or collectively is engaged in any such strike activity, as outlined above, the FOP agrees to immediately publicly denounce such violations, disclaim approval and conspicuously post notice over the signature of an authorized representative of the FOP to the effect that a violations in progress and such notice shall instruct all employees to return to work immediately. Should the FOP fail to publicly denounce such violation and post such notice, the City shall have the option of canceling any or all Article(s), Section(s), or Subsection(s) of this Agreement. Any employee failing to return to work after notification by the FOP as provided herein, or who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an

individual basis, up to and including discharge, and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

7.03 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the FOP, unless those members shall have violated Section 7.02 of this Article.

ARTICLE VIII LODGE REPRESENTATIVE

8.01 Staff representatives will be recognized by the Employer as FOP representatives in accordance with this Agreement upon the receipt of a letter so identifying them and signed by the President of the Lodge or his designee.

8.02 The FOP shall submit, in writing, names of employees to act as FOP representatives for the purpose of processing grievances as defined in the grievance procedure. The Employer shall be notified, in writing, of changes of all officers of the Lodge. Employees shall not be permitted to function as a FOP representative until the FOP has presented the Employer with written certification of that person's selection.

8.03 The FOP shall provide to the Employer an official roster of its officers and local Lodge 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.

8.04 Rules governing the activity of the Lodge representatives are as follows:

1. The FOP agrees that no official of the FOP (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The FOP further agrees not to conduct Lodge business during working hours except to the extent authorized in the Grievance Procedure.
2. The FOP shall not conduct Lodge activities in any work area without notifying the supervisor in charge of that area of the nature of the activity.
3. The FOP employee official shall cease activities immediately upon the request of the supervisor of the area in which FOP activity is to be conducted or upon the request of the FOP employee officer's immediate supervisor.

8.05 The Employer agrees that one (1) non-employee officer or representative of the Lodge shall be admitted to the Employer's facilities and sites during working hours upon advance notice to the Employer. Such visitations shall be for the purpose of processing grievances or to

attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

ARTICLE IX DISCIPLINARY PROCEDURE

9.01 This procedure shall only apply to all non-probationary employees covered by this Agreement.

9.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative or Union attorney at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.
- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

9.03 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

9.04 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

9.05 Discipline shall not be implemented until either:

- 1. the matter is settled, or
- 2. the employee fails to file a grievance within the time frame provided by this procedure, or
- 3. the penalty is implemented concurrent or after the decision of the Mayor or designee at his Step 2 of the grievance procedure.
- 4. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

9.06 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative or Union attorney at every step of the proceeding;

9.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or the penalty is implemented concurrent with the decision at Step 2 at the City's discretion.

9.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) calendar days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 4 of the Grievance Procedure. The appeal must be filed at Step 4 within five (5) working days from receipt of the Notice of Discipline.
- D. Disciplinary interrogations, meeting or hearing will normally be scheduled during shift times except that third shift employees may have their schedules modified by the Employer for such meetings or hearings at the Employer's discretion. An employee will be compensated at the applicable rate for required attendance at an internal investigation or predisciplinary meeting outside of the employee's normal working shift (if not modified as set forth

above), however, an employee shall not be compensated for grievance hearings outside of his normal working shift.

9.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

9.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

9.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

9.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

9.14 Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date for written warnings and twenty four (24) months after their effective date for suspensions of three (3) days or less, providing there are not intervening disciplinary actions taken during that time. Suspension of four (4) days or more will not be considered in future disciplinary actions after five (5) years providing there are no intervening disciplinary actions during that time.

ARTICLE X GRIEVANCE PROCEDURE

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

10.02 A grievance is a dispute or difference between the City and the FOP, or between the City and the employees concerning the interpretation and/or application of and/or compliance with any provision of this Agreement. A grievance shall be defined as any aggrieved employee or

an aggrieved group of employees within the Bargaining Unit actually filing a grievance. When any such grievance arises, the following procedure will be observed.

Step 1:

The Union must submit the grievance, in writing, to the Chief within fifteen (15) calendar days after the occurrence of the events upon which the grievance is based. Filing shall mean that the grievance must be time-stamped as received by the Chief or his designee. A copy of such time-stamped grievance, when received, shall be given to the Union. The grievance shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; time and place where the alleged events or conditions giving rise to the grievance took place; 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 FOP representative. The grievance shall be signed and dated by the grievant. The Chief shall give his answer within seven (7) calendar days after receipt of the grievance. The Chief's answer shall be given to the FOP representative.

Step 2:

If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed by the Union with the Mayor or his designee within five (5) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decision shall be submitted with the appeal. The Mayor or his designee shall meet with the grievant and/or a representative of the FOP within fifteen (15) calendar days after receipt of the appeal. The Mayor or his designee shall issue a written decision to the FOP representative within ten (10) calendar days from the date of the meeting.

Step 3:

In the event the grievance is not resolved at Step 2, then within twenty (20) calendar days the Union may submit the grievance to arbitration by requesting in writing a list of arbitrators from the American Arbitration Association.

Failure of the Union to timely file a grievance or timely process it to any step shall extinguish the grievance. Failure of the City to timely process the grievance will result in the movement of the grievance to the next step.

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 any award that itself is contrary to law or violates any of the terms or 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 borne by the losing party. All other expenses shall be borne by the party incurring them. 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 a subpoena and shall be compensated at their regular hourly rate for all hours for which attendance is required. 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 adversely affect the normal operations of the department.

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.

10.03 Calendar days as provided within the grievance procedure shall not include Saturdays, Sundays or holidays recognized by the City administration.

10.04 An employee may present grievances and have them adjusted, without the intervention of a representative of the FOP, as long as the adjustment, if any, is not inconsistent with the terms of this Agreement. A representative of the FOP shall have the opportunity to be present at such adjustment. Neither a grievant-employee nor an employee representative will be compensated for grievance hearings outside of his normal working shift unless required by the Employer to appear.

10.05 The FOP shall submit in writing the names of the employees who act as the FOP representatives for the purpose of processing grievances as defined in the Grievance Procedure. The City shall be notified in writing of changes of all officers of Lodge No. 15 and FOP representatives as they occur. These employees shall not be permitted to function as an FOP representative until the FOP has presented the City with written certification of the person's selection.

ARTICLE XI SENIORITY

11.01 Seniority shall be determined by the length of continuous service in rank with the Strongsville Police Department since the most recent date of hire (date of appointment). In case of same date of hire, seniority shall be determined by the employee's standing on the civil service list.

After operational considerations, seniority shall be the determining factor in selecting vacation and holiday times off. Between November 1st and December 15th of each year, after the schedule is posted on November 1st, employees shall select up to two (2) weeks vacation which for purposes of this Section, a week shall equate to any seven (7) successive calendar days and up to two (2) holidays off in seniority order. For purposes of this provision, the annual work schedule begins with the first day of the first pay period within a calendar year and ends with the last day of the last pay period in the current year's schedule. Priority pick requests shall be made pursuant to a general policy created by the Chief. The balance of vacation and holiday time shall

be taken, upon approval of the Chief, on a first-come, first-serve basis regardless of seniority. Once vacation time has been scheduled there shall be no bumping. Vacations or holidays may be changed at any time with the approval of the Chief.

11.02 The probationary status of newly hired patrolmen shall be for a period of one (1) year from the completion of the State mandated Police Academy and the City Field Training Officer program. During such probationary period, the Employer shall have the sole discretion to discipline or discharge the employee and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

ARTICLE XII BULLETIN BOARDS

12.01 The Employer agrees to provide space for bulletin boards in agreed upon areas for use by the Union.

12.02 All Union notices which appear on the bulletin boards shall be signed, posted and removed by the Union Officers during non-work time. Union notices relating to the following matter may be posted without the necessity of receiving the Employer's prior approval:

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

All other notices of any kind not covering in A through G above must receive prior approval of the Chief or his designated representative. It is also understood that no material may be posted on Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any employee organization, regardless of whether the organization has local membership; and,

- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

12.03 No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

12.04 Violation of any provisions of this Article shall subject the Union to revocation of bulletin board posting privileges by the Employer.

ARTICLE XIII ATTENDANCE AT TRAINING SCHOOLS, SESSIONS OR SEMINARS

13.01 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 expenses. Such request shall be evaluated by the Chief and he shall make the final determination.

13.02 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 their continued employment.

13.03 Attendance at any approved school, training session or seminar pertinent to police matters, shall be compensated at the applicable hourly rate for travel time and attendance.

13.04 Any employee of the Strongsville Police Department required by the Chief to remain overnight to receive training, shall receive an allowance for meals of Fifty Dollars (\$50.00) maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing costs for overnight accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Chief.

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

ARTICLE XIV WAIVER IN CASE OF EMERGENCY

14.01 In cases of emergency publicly declared by the President of the United State, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for management or the Union's replies on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

14.02 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

ARTICLE XV LIABILITY COVERAGE

15.01 The City shall provide liability insurance for the employees, including false arrest coverage for a police officer regarding occurrences arising out of the performance of his duties, and such coverage shall be the minimum amounts of Five Hundred Thousand Dollars, (\$500,000.00), per accident, with a minimum aggregate limit of One Million Dollars, (\$1,000,000.00).

15.02 In the event that such insurance coverage is not available to the City upon terms and conditions satisfactory to the City, the City shall indemnify an employee for judgments and reasonable expenses incurred by him in defending civil legal proceedings provided that any such action is based upon allegation(s) that:

1. The employee was acting in a matter in which the City has an interest;
2. The employee was acting in discharge of a duty imposed or authorized by law; and,
3. The employee was acting in good faith.

15.03 The City shall reimburse or pay a judgment or settlement sum in an action based upon aforesaid allegations provided that the Council of the City or a court of competent jurisdiction finds and determines that such damages arose out of such actions, but only to the extent that such damages are compensatory in nature. The decision of Council shall be final and shall not be reviewable under the grievance procedure of this Agreement.

15.04 The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the City or to the Union, nor shall such failure be considered a breach by the City or Union of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining thereto.

ARTICLE XVI PERSONAL LEAVE

16.01 Between January 1 and December 31 of each year, each regular full-time employee shall earn personal leave with pay at the rate of three (3) hours for each calendar month of service completed provided that the employee has been engaged in active employment at all times during each regular work day and work week scheduled for such employee, except for absence on sick

leave due to death in the employees' immediate family or absence due to birth of a child. Personal leave in excess of twenty-four (24) hours will be converted to a cash payment for each employee at the end of each calendar year, to be included with regular bi-weekly payroll direct deposit.

ARTICLE XVII HOURS OF WORK

17.01 This Article is intended to define the normal hours of work per work period in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the City from restructuring the normal work day or work period for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal work day or work period in effect, the City will give notice of such change to the Union and employees as far in advance as is reasonably practical.

17.02 The normal work period for all full-time employees covered by this Agreement shall be eighty (80) hours in a two (2) week period. The work period shall be computed starting at 12:01 a.m. Sunday and ending on the fourteenth (14th) day following. Each work period thereafter shall be computed beginning the next Sunday and run the next fourteen (14) day period. The fourteen (14) day work period shall include a one (1) hour lunch period per day. The Union recognizes that employees may be recalled to duty during such lunch periods if conditions require, and at the discretion of the OIC.

ARTICLE XVIII OVERTIME

18.01 Overtime pay for employees shall be at the rate of one-and-one-half (1-1/2) times the employee's regular hourly rate of pay for hours in excess of a single tour of duty in a twenty-four (24) hour period or eighty (80) hours in a two (2) week period. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE XIX COMPENSATORY TIME

19.01 All bargaining unit members shall, at their election, be able to accrue compensatory time at one-and-one-half (1-1/2) the number of overtime hours worked in lieu of cash payment, up to a maximum of one hundred twenty (120) hours. The use of compensatory time shall be subject to the approval of the officer in charge of the shift. Upon retirement or termination of employment, all accumulated and unused compensatory time shall be paid to the employee. The employee may also choose to cash out any accumulated compensatory time on April 1, October 1, or at the end of each calendar year, to be included with regular bi-weekly payroll direct deposit.

ARTICLE XX SICK LEAVE

20.01 Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.60 hours for each eighty (80) hours of service, up to a maximum of one hundred twenty (120) hours per year. Sick leave credit shall be prorated to the hours of completed service in each pay period. Unused sick leave shall accumulate without limit.

20.02 Retention of Sick Leave. Employees hired prior to December 31, 1988, shall be permitted to retain accumulated sick leave from public service employment outside the City of Strongsville.

Employees hired on or after January 1, 1989, are excluded from coverage under this Section 20.02.

20.03 Charging of Sick Leave. Sick Leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged from sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

20.04 Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
 - 1. Illness or injury to the employee or immediate family member;
 - 2. Death of a member of his immediate family;
 - 3. Medical, dental or optical examination or treatment of the employee, where the treatment may not be scheduled during non-work hours;
 - 4. Pregnancy and/or childbirth of the employee and other conditions related thereto; and,
 - 5. One day sick leave for employee to be present for birth of his child.
- B. Three (3) days of sick leave may be granted to the employee who provides proof of attendance at the funeral of; brother, sister, spouse, child, mother, father, loco parentis, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents.

20.05 Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action with may include dismissal.

20.06 Notification by Employee. When an employee is unable to work, he shall notify his supervisor or other designated person, within one-half (1/2) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

20.07 Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as determined by the Chief of Police.

20.08 Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties.

20.09 Sick Leave Certification and Approval. The Employer may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to one of the reasons set forth in Section 20.04, above. In any case, such certification must be presented whenever sick leave is requested for five (5) or more consecutive work days.

The City shall have the right at its discretion to certify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability.

As a result of such physician's statements and examinations, the City may approve or deny an employee's sick leave request, and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

Any employee who is sick or disabled for five (5) or more consecutive work days, may be required, at the City's discretion to secure and submit a physician's release certifying that he is fit to return to work. This release must be submitted to the employee's supervisor before the employee will be permitted to return to work. The City may also require, at its discretion, that an employee take a medical examination in conjunction with the above sick leave release procedure. Should the City require such a medical examination, the employee must supply to the City or designate physicians all necessary medical releases and make reasonable efforts to obtain records when requested by the City. After the employee submits the necessary medical release(s), and makes reasonable effort to obtain records for the City and also submits a medical clearance to return to duty, the employee shall be compensated for days off awaiting the medical examination, with no loss of accumulated sick leave should such medical examination determine the employee is fit for duty.

20.10 Upon retirement from service after fifteen (15) or more years of service in the department, an employee may convert up to one-half (1/2) of the value of his or her accumulated sick leave to cash.

20.11 After twenty-five (25) or more years of service in the department, an employee may convert to cash up to one-half (1/2) of the value of his/her accumulated sick leave which exceeds 1000 hours. Such conversion, if elected, shall take place in December of each year, to be included with regular bi-weekly payroll direct deposit.

ARTICLE XXI BENEFITS

21.01 Holidays. In lieu of holidays, employees shall be credited with one hundred forty-four (144) holiday hours, to be acquired on the first day of January. Employees who wish to take holiday time off must receive advance approval of the Chief or his designee. An employee may carry over no more than thirty two (32) hours from one calendar year to the next. However, if the employee chooses he may cash in all remaining holiday hours for pay on April 1, October 1, or at the end of the calendar year. Any remaining unused holidays above thirty two (32) hours shall be paid in cash by the first pay in February. Employees who work the following holidays shall be compensated at the overtime rate for all hours worked: Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve, Christmas, and New Year's Day. For purposes of this provision, an employee is excluded from the holiday benefits on a pro-rata basis in any month the employee is absent without paid leave or not in a paid status one-half (1/2) or more of a tour of duty during the month. Officers that work during the hours designated by the Chief or designated for the Homecoming parade will receive premium pay during parade time, to a maximum of four (4) hours of the event.

Employees separating from their employment shall be permitted to cash out holidays accrued and not used in the year of their separation at the rate of one-twelfth (1/12) of one hundred forty-four (144) hours for each month wherein the employee has not been absent without paid leave or has not been in an unpaid status for one-half (1/2) or more of a tour of duty.

Employees cashing out their holiday hours on April 1 or October 1 will be eligible to cash-out any unused holiday hours carried over from the previous year (not to exceed thirty-two (32) hours) and will be permitted to cash-out up to one hundred forty-four (144) hours, minus hours used or cashed-out in that same year, to be included with regular bi-weekly payroll direct deposit. Employees who separate their employment during the same year they have cashed-out holiday time will be deemed to have accrued holiday time at the rate of one-twelfth (1/12) of one hundred forty-four (144) hours for each month wherein the employee has not been absent without paid leave or has not been in an unpaid status for one-half (1/2) or more of a tour of duty. Such employees will be responsible for reimbursing the City the difference between the amount of holiday time cashed-out and the amount of holiday time accrued.

Employees will continue to have one hundred forty-four (144) hours available for usage at the beginning of each calendar year – the scheduling of which will be subject to the Chief's approval. The utilization of holiday time is not subject to the aforementioned prorated deductions.

21.02 Hospitalization. Hospitalization insurance shall be furnished by the Employer for all full-time employees up to the maximum type of coverage consistent with Attachment A and as follows:

- a. Effective January 1, 2016 through December 31, 2018 , all full time employees eligible and receiving any benefits listed and described in this Article shall pay to the Employer seventy-five dollars (\$75.00) monthly for single coverage and one hundred fifty dollars (\$150.00) monthly for family coverage . The amount shall be paid through payroll deductions equally in each of the two pay periods each month. If the employee has no earnings the employee shall reimburse the Employer on or before the 15th of each month. To the extent permissible under the Internal Revenue Code such deductions shall be made from the employee's gross pay on a pre-tax basis. Life Insurance will remain at two (2) times the annual salary.
- b. Effective January 1, 2016 , all full-time eligible employees who have met all of the bi-annual Wellness Initiative/Screening conditions of 2013 as established by the City and on file with the City's Director of Human Resources, and who are receiving the benefits listed and described in this Article shall continue to pay a monthly premium-contribution throughout 2018 of seventy-five dollars (\$75.00) monthly for single coverage and one hundred fifty dollars (\$150.00) monthly for family coverage from their gross pay on a pre-tax basis.
- c. Effective January 1, 2016 and through the expiration of this Agreement, an employee failing to meet any of the aforementioned bi-annual Wellness/Initiative/Screening conditions of the prior year shall pay an additional fifty dollars (\$50.00) per month or twenty-five dollars (\$25.00) per pay from his/her gross pay on a pre-tax basis, throughout the succeeding year.
- d. Employees must sign annual affidavit attesting to usage of any form of tobacco products. In the event employee utilizes tobacco in any form they will be required to pay an additional twenty-five dollars (\$25.00) monthly.
- e. In those cases where both spouses are employed by the City of Strongsville in any position or capacity, only one (1) will be eligible for health insurance coverage, which shall be the family plan as determined by first date of birth. In such circumstance, only the one eligible spouse shall be required to pay the premiums as set forth herein.
- f. The Employer shall have the right to select or change insurance carriers or coverage at its discretion provided such changes shall be effective for other City employees under the health plan. All benefits will remain as good or better regardless of the carrier.
- g. The City may implement a mail order drug plan. The City shall also continue to provide major dental and vision care as currently in effect, as well as life insurance, accidental and dismemberment insurance.

21.03 Pay for Jury Duty. Any employee who is called for jury duty for any of the courts of record in the State shall be privileged to so serve and while serving shall receive compensation by the City at the employee's regular rate in addition to any amount paid by the court for individuals serving as jurors.

The City shall pay any employee who serves on a jury his regular rate of pay. Any time off by an employee resulting from serving on a jury shall in no way diminish or reduce time allowed for vacations, holidays or sick leave. Employees who are released from jury duty more than two (2) hours prior to the end of their scheduled shift are required to report for the balance of the shift.

21.04 Educational Tuition Reimbursement.

- A. The City shall provide funds to reimburse an employee for one-half (1/2) the cost of tuition and one-half the cost of books directly related to one approved course of study per school quarter or semester. Course shall be interpreted as three (3) semester hours (or quarterly hour equivalent) of a specific subject. To be eligible for such reimbursement, an employee shall apply to the Chief for approval before the employee enrolls in the course. Such reimbursement must be approved by the Chief or his designee, who may approve same only if the completion of such course can be reasonably expected to improve and upgrade the employee's job-related skills and abilities and assist the employee and the City in the employee's performance of his job, and the course is offered by an accredited institution of higher learning.
- B. Should an employee successfully complete an approved course by earning a grade "B" or better, the City shall reimburse the employee for one-half (1/2) the cost of tuition upon presentation to the City of the original invoice from the institution.

21.05 Lead Testing. Optional lead testing for officers shall be provided by the City. Range Instructors maybe tested up to two (2) times per calendar year. All other officers may be tested once per calendar year.

ARTICLE XXII INJURY WAGE CONTINUATION

22.01 An employee who is unable to perform his regular duties as a result of hazardous duties, as defined below, within the scope of his employment as a full-time employee of the City, if such injury prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related injury but for a period not to exceed one hundred twenty (120) calendar days from the date that such service related injury was incurred. During such injury 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

those active police duties inherently dangerous and unique, such as apprehension or attempted apprehension of suspects, active intervention to prevent the commission of crimes and the pursuit of suspects. After the expiration of the one hundred twenty (120) calendar days, an employee may request an extension of an additional sixty (60) calendar days of injury leave. Such extension shall be discretionary upon the Employer and denials of extensions shall not be grievable.

22.02 An employee who is unable to perform his regular duties as a result of the performance of non-hazardous duties within the scope of his employment as a full-time employee of the City, if such injury prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related injury but for a period not to exceed one hundred twenty (120) calendar days that such service related injury was incurred. During such injury 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, the first five (5) days of said service related injury shall be charged to said employee's accumulated sick leave credit or if less than five (5) days accumulated sick leave credit available, the existing sick leave credit then available shall be charged and any remaining service related injury shall be charged to injury leave. In no event will an employee receive more than his regular compensation while on injury leave. After the expiration of the one hundred twenty (120) calendar days, an employee may request an extension of an additional sixty (60) calendar days of injury leave. Such extension shall be discretionary upon the Employer and denials of extensions shall not be grievable.

22.03 Any employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent total disability benefits under Ohio's Workers' Compensation laws. This provision does not prohibit an employee from receiving other available Worker's Compensation benefits. If an employee receives either temporary total or permanent total disability benefits while receiving injury wage continuation benefits under this Section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this Section.

22.04 Certificate of the attending physician or surgeon certifying to the service related injury and the cause thereof, shall be filed with the Finance Director before the last day of each two (2) week period which work related injury occurred or continue or more often if required to do so by the Finance Director or the Chief, and any employee receiving injury wage continuation benefits must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the City at any time.

22.05 In the event any employee is dissatisfied with the determination of the Finance Director based upon the City's medical examination, the employee may submit the question to the Grievance Procedure.

ARTICLE XXIII WAGES AND LONGEVITY

23.01 For the term of this agreement, employees who progress through Step A1, Step A2 and Step A3 shall be paid as follows:

	2016	3.0%	2017	2.00%	2018	2.0%
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Cadets Step A1	\$36,296.00	\$17.45	\$37,024.00	\$17.80	\$37,772.80	\$18.16
Cadets Step A2	\$39,228.80	\$18.86	\$40,019.20	\$19.24	\$40,809.60	\$19.62
Cadets Step A3	\$42,411.20	\$20.39	\$43,264.00	\$20.80	\$44,137.60	\$21.22

Probationary employees shall progress through the probationary steps as currently set forth in the Departmental rules and regulations.

Step B. An employee shall be placed at Step B of the pay scale on the first day of the next full pay period immediately following satisfactory completion of the probationary period.

Step C. An employee shall be placed at Step C of the pay scale on the first day of the next full pay period immediately following one year service at Step B.

Step D. An employee shall be placed at Step D of the pay scale on the first day of the next full pay period immediately following one year service at Step C.

Step E. An employee shall be placed at Step E of the pay scale on the first day of the next full pay period immediately following one year service at Step D.

Effective January 1, 2016, all bargaining unit wage rates shall be increased by 3.0%.

Effective January 1, 2017, all bargaining unit wage rates shall be increased by 2.0%.

Effective January 1, 2018, all bargaining unit wage rates shall be increased by 2.0%.

	2016	3.0%	2017	2.0%	2018	2.0%
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Step B	\$60,091.20	\$28.89	\$61,297.60	\$29.47	\$62,524.80	\$30.06
Step C	\$64,584.00	\$31.05	\$65,873.60	\$31.67	\$67,184.00	\$32.30
Step D	\$69,472.00	\$33.40	\$70,865.60	\$34.07	\$72,280.00	\$34.75
Step E	\$75,025.60	\$36.07	\$76,523.20	\$36.79	\$78,062.40	\$37.53

23.02 Longevity Compensation. In addition to their base pay, all full-time employees shall receive additional compensation as longevity pay at the rate of Five Hundred Dollars (\$500.00) after five (5) years of service and increases of One Hundred Dollars (\$100.00) thereafter, to be included with regular bi-weekly payroll direct deposit.

23.03 Officer in Charge Pay. If, in the absence of a superior officer, a patrolman is required to assume the duties of a shift officer (O.I.C.), he shall be selected by seniority and at the discretion of the shift sergeant. In the event the shift sergeant chooses a non-senior officer to act as O.I.C., the senior officer shall be provided with verbal or written reason, at the officer's option,

as to why he was not chosen. Should such O.I.C. be required to perform such duties for an entire tour of duty, such patrolman, for such tour of duty, shall receive a pay supplement of one-and-one-half (1-1/2) hours pay at the employee's regular rate in addition to time worked for each day so designated, and a pay supplement of three-quarter (3/4) hours pay at the employee's regular rate of less than four (4) hours as O.I.C. No pay supplement shall be due to an employee for short duration O.I.C. duty of less than two (2) hours.

23.04 Special Duty. Any patrolman assigned by the Chief or his designee to act as a Field Training Officer shall receive additional compensation of one (1) hour of overtime per shift, or a paid supplement of one-half (1/2) hour overtime for less than half the shift.

23.05 Pension Pick Up (Salary Reduction Method). The City agrees to continue the pension pick-up program which will reduce the employee's gross pay by the amount of the employee's contribution to the Police and Fireman's Disability and Pension Fund and the City will be responsible for submitting both the City's and the employee's contribution to the Retirement Fund.

23.06 In order to encourage continuing professional training and proficiency, similar to the Paramedic Pay Supplement granted by the Employer to its employees represented by the Fraternal Order of Police, Local #15, all employees who (a) undertake specialized training and (b) are granted accreditation or certification in at least five (5) of the following fields, to wit:

1. Domestic violence response;
2. Firearm proficiency;
3. Blood alcohol analysis;
4. K-55 Unit and S-80 Unit radar operation;
5. Approved defensive tactics techniques; and
6. L.E.A.D.S.

shall be paid an annual professional wage supplement of One Thousand Six Hundred Dollars (\$1,600.00) provided, however, that such employees shall maintain such accreditation or certification in all five (5) fields under professional guidelines and requirements established by the State of Ohio or the Chief of Police for the City of Strongsville. Employees who serve on SEB/Bomb/SWAT team receive an additional One Thousand Two Hundred Fifty Dollars (\$1,250.00) annually.

Such wage supplement shall be paid in regular bi-weekly payroll direct deposit to qualifying employees with their pay for the first pay period in July of each year.

23.07 Any employee who actually works between the hours of 1500 and 2200, shall receive a shift differential of thirty cents (\$0.30) per hour added to the base rate of pay. Those who work between the hours of 2200 and 0800 shall receive an increase of one dollar and twenty-five cents (\$1.25) per hour to their base pay.

ARTICLE XXIV CALL OUT PAY

24.01 All payments under this Article, and each section, are limited to call-out pays relating to City police business or the exercise of authorized police powers. An employee who is released from duty, and subsequently, required to report to duty at a time he is not scheduled, shall be paid for hours worked in the call-out capacity at the rate of one-and-one-half (1-1/2) times the straight time hourly rate with a minimum of three (3) hours overtime pay. Three (3) hour minimum once you acknowledge that you are responding regardless of being cancelled prior to clocking in. In the event the call out is for purposes of secondary employment, the minimum call out will be applied and will qualify only if payment (compensation) to the employee is actually made by the City.

24.02 An employee who is required and personally appears to the Strongsville Mayor's Court or Berea Municipal Court, or to a prosecutor immediately before a trial in such courts shall be paid for travel time and time worked at the rate of one and one-half (1-1/2) times the straight time hourly rate with a minimum of three (3) hours overtime pay.

24.03 An employee who is required and personally appears to a court other than those listed in Section 24.02, above, shall be paid for travel time and work time at the rate of one-and-one-half (1-1/2) times the straight time hourly rate with a minimum of four (4) hours overtime pay.

24.04 An employee who is ordered or called out to report in person for duty in Section 24.02 or 24.03, above, within one-and-one-half (1-1/2) hours of completion of a normally scheduled and fully worked third (3rd) shift shall have the time between the end of the shift and the start of such duty counted as time worked toward the minimum established overtime pay.

ARTICLE XXV CLOTHING ALLOWANCE

25.01 All employees shall receive a uniform and maintenance allowance in the amount of one thousand two hundred dollars (\$1,200.00), to be paid in the first paycheck issued in February, to be included with regular bi-weekly payroll direct deposit.

25.02 This allowance shall be for the purpose of securing uniforms or equipment as required.

25.03 The initial issue of uniforms for the following special assignments will be provided by the Employer:

- 1) Motorcycle unit
- 2) Canine (K-9) team
- 3) Ceremonial unit
- 4) Bicycle unit

25.04 The City will replace vests for employees every five (5) years, or as required by manufacturer's recommendations.

ARTICLE XXVI VACATIONS

26.01 All full-time employees of the City shall be entitled on the anniversary date of each year to the following paid vacation provided they have worked at least one thousand forty (1,040) hours in the preceding anniversary year and have accrued the required years of service as follows:

- A. Each employee who has completed one (1) year of continuous employment beginning with his first dates of employment shall receive two (2) weeks vacation, with pay after such anniversary date.
- B. Each employee who has completed five (5) years of continuous employment beginning with his first date of employment shall receive three (3) weeks vacation, with pay after such anniversary date.
- C. Each employee who has completed ten (10) years of continuous employment beginning with his first date of employment shall receive four (4) weeks vacation, with pay after such anniversary date.
- D. Each employee who has completed fifteen (15) years of continuous employment beginning with his first day of employment shall receive five (5) weeks vacation, with pay after such anniversary date.
- E. Each employee who has completed twenty (20) years of continuous employment beginning with his first day of employment shall receive six (6) weeks vacation, with pay, after such anniversary date.

26.02 Employees shall be permitted to carry over one (1) week of vacation per year. Carry over of vacation shall not be cumulative.

26.03 Upon each employee's anniversary date of employment with the City, the City will convert to a cash payment any accrued, unused vacation time, with the exception of one week (40 hours) which can be carried over. However, employees may choose to cash in any or all vacation hours at this time. Payment to be included with regular bi-weekly payroll direct deposit.

ARTICLE XXVII CONFORMITY TO LAW

27.01 This Agreement shall supersede any present and future federal, state and local laws, along with any applicable rules and regulations.

27.02 If any existing or future 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.

27.03 Should any Article, Section or Subsection of this Agreement be deemed invalid or unenforceable under Section 27.02 above, the parties shall enter into discussion on the invalid or unenforceable section to negotiate successor sections.

ARTICLE XXVIII TOTAL AGREEMENT

28.01 This Agreement represents the entire agreement between the Employer and the FOP 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.

ARTICLE XXIX DEATH BENEFIT / WEAPON PURCHASE UPON RETIREMENT

29.01 Full-time Police Officers killed in the line of duty while serving the City of Strongsville shall have his salary paid to his estate for a period of two (2) months from the date of death.

29.02 When an employee retires, the retiree may purchase his on-duty firearm issue and badge, for the cost of one dollar (\$1.00). In the event the firearm is two (2) years or less from its issue, the Chief may, at his discretion, make an alternative firearm available for purchase.

ARTICLE XXX FAMILY AND MEDICAL LEAVE ACT

30.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employee shall continue to receive health care insurance with the same conditions as set forth in Article XXI, but shall not receive any other benefit.

30.02 The Employer may require an employee to use accrued vacation or sick leave which shall be inclusive of the twelve (12) weeks of FMLA leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time under this article.

30.03 An employee who is unable to perform their duties due to an injury, personal illness, or pregnancy (including post-partum recovery periods), shall, after exhaustion of sick leave and leave available pursuant to the Family and Medical Leave Act, be granted a leave of absence without pay for a period of three (3) months. The request for leave shall be supported by medical evidence and provided to the Chief. The City may require an employee who requests a leave under this Section to submit to a physical examination by a physician chosen by the City at any time.

An employee that is granted leave under this Section shall not suffer a loss in seniority status. Hospitalization insurance as contained in Section 21.02 of this Agreement shall remain in effect during a leave under this Section.

ARTICLE XXXI LAY-OFFS

31.01 When a layoff is necessary due to lack of funds, lack of work, abolishment of positions, or curtailment of functions, the City shall notify the affected employees in writing at least fourteen (14) days in advance of the effective date of layoff. All temporary, seasonal, part-time and probationary employees within the affected job classification (patrol officer) will be laid off first in the foregoing order. Then, the employee with the least seniority within the affected classification (patrol officer) will be the first laid off.

31.02 Employees shall remain on a lay off list for two (2) years as long as the employee maintains his or her certification. The employee shall be recalled from that list in the reverse order in which the employees were laid off before hiring anyone else.

31.03 Notice of recall shall be sent to the employee(s) by certified mail, with a copy to the FOP and shall contain a date to return to work which shall not be less than ten (10) days from the date of mailing. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail. The notification of the intent to return to work must be communicated to the Chief of Police within seven (7) days of receipt of notice as aforesaid, and the employee must report back to work by the date set forth in the notice or forfeit his or her right to return.

ARTICLE XXXII DURATION OF AGREEMENT

32.01 This Agreement shall be effective as of January 1, 2016 , and shall remain in full force and effect through December 31, 2018 , unless otherwise terminated as provided herein.

32.02 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

32.03 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals 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 Union and all prior Agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, 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 have hereunto signed by their authorized representative this 22nd day of December 2015 .

FOR THE CITY OF STRONGSVILLE

FOR THE FOP LODGE #15
PATROLMEN'S UNIT



Thomas P. Perciak, Mayor



Mike Gumpley



James Kobak, Chief of Police



Andrew Bartlett



Kenneth A. Kraus, Law Director (For Form)



Steve Piorkowski



Jon Dileo, Esq.,
Special Labor Council for the City



Phil Siwik

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

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 your Safety Director.
3. If you file your objections, the Safety Director 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 Safety Director will report his/her decision within fifteen (15) days following the close of the hearing.
5. You will have five (5) days after receipt of the Safety Director's decision in which to appeal the decision pursuant to 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 arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.



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

Important Questions	Answers	Why This Matters:
<p>What is the overall <u>deductible</u>?</p>	<p>\$100/single, \$200/family Tier 1 Provider \$350/single, \$700/family Tier 2 Provider \$500/single, \$1000/family Tier 3 Provider Doesn't apply to coinsurance, copays and network preventive care</p>	<p>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.</p>
<p>Are there other <u>deductibles</u> for specific services?</p>	<p>No</p>	<p>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.</p>
<p>Is there an <u>out-of-pocket limit</u> on my expenses?</p>	<p>Yes, Coinsurance Limit: \$0/single, \$0/family Tier 1 Provider \$750/single, \$1,000/family Tier 2 Provider \$1,250/single, \$1,500/family Tier 3 Provider Out-of-pocket Limit: \$1,100/single, \$1,700/family Tier 1 Provider \$1,100/single, \$1,700/family Tier 2 Provider \$1,750/single, \$2,500/family Tier 3 Provider</p>	<p>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.</p>
<p>What is <u>not included</u> in the <u>out-of-pocket limit</u>?</p>	<p>Cost sharing for prescription drugs, premiums, balance-billed charges and health care this plan doesn't cover.</p>	<p>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</p>
<p>Is there an overall <u>annual limit</u> on what the insurer pays?</p>	<p>No</p>	<p>The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.</p>

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

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Medical Mutual : Plan 1

Coverage Period: 01/01/2016 - 12/31/2016

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

Coverage for: Single or Family | Plan Type: PPO

Does this plan use a network of providers ?	Yes, See MedMutual.com/SBC or call 800.232.7400 for a list of participating providers.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist ?	No.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 6. See your policy or plan document for additional information about excluded services .



- **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 Tier 1 **providers** by charging you lower **deductibles, copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Tier 1 Provider	Your Cost if You Use a Tier 2 Provider	Your Cost If You Use a Tier 3 Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
	Specialist visit	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
	Other practitioner office visit (Chiropractic)	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
	Other practitioner office visit (Acupuncture)	Not Covered			Excluded Service
	Preventive care/ screening/ immunization	No charge	No charge	20% coinsurance	-----none-----

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Medical Mutual : Plan 1

Coverage Period: 01/01/2016 - 12/31/2016

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

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Tier 1 Provider	Your Cost if You Use a Tier 2 Provider	Your Cost If You Use a Tier 3 Provider	Limitations & Exceptions	
If you have a test	Diagnostic test (x-ray)	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----	
	Diagnostic test (blood work)	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----	
	Imaging (CT/PET scans, MRIs)	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----	
If you need drugs to treat your illness or condition	Drug Out of Pocket Limit - Single	\$1,500	Does Not Apply		-----none-----	
	Drug Out of Pocket Limit - Family	\$3,000	Does Not Apply		-----none-----	
	Generic copay - retail /Rx	\$20	Does Not Apply		Covers up to a 30-day supply	
	Generic copay - home delivery /Rx	\$40	Does Not Apply		Covers up to a 90-day supply	
	Preferred Brand copay - retail /Rx	\$30	Does Not Apply		Covers up to a 30-day supply	
	Preferred Brand copay - home delivery /Rx	\$60	Does Not Apply		Covers up to a 90-day supply	
	Non-Preferred Brand copay - retail /Rx	\$60	Does Not Apply		Covers up to a 30-day supply	
	Non-Preferred Brand copay - home delivery /Rx	\$120	Does Not Apply		Covers up to a 90-day supply	
	If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
		Physician/surgeon fees (Outpatient)	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----

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Medical Mutual : Plan 1

Coverage Period: 01/01/2016 - 12/31/2016

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

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Tier 1 Provider	Your Cost If You Use a Tier 2 Provider	Your Cost If You Use a Tier 3 Provider	Limitations & Exceptions
If you need immediate medical attention	Emergency room services	No charge			-----none-----
	Emergency medical transportation	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
	Urgent care	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
	Physician/ surgeon fee (inpatient)	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits			-----none-----
	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits			-----none-----
	Substance use disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits			-----none-----
	Substance use disorder outpatient services (drug use)	Benefits paid based on corresponding medical benefits			-----none-----
	Substance use disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits			-----none-----
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits			-----none-----
	If you are pregnant	Prenatal and postnatal care	No charge after deductible	10% coinsurance	20% coinsurance
	Delivery and all inpatient services	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----

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Medical Mutual : Plan 1

Coverage Period: 01/01/2016 - 12/31/2016

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

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Tier 1 Provider	Your Cost if You Use a Tier 2 Provider	Your Cost If You Use a Tier 3 Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Home health care	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
	Rehabilitation services (Physical Therapy)	No charge after deductible	10% coinsurance	20% coinsurance	(10 visits ten Medical Review, combined with Occupational Therapy and Chiropractic-Professional; unlimited Institutional)
	Habilitation services (Occupational Therapy)	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
	Habilitation services (Speech Therapy)	No charge after deductible	10% coinsurance	20% coinsurance	(10 visits, then Medical Review - Professional; unlimited - Institutional)
	Skilled nursing care	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
	Durable medical equipment	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
	Hospice service	No charge after deductible	10% coinsurance	20% coinsurance	-----none-----
If your child needs dental or eye care	Eye exam (Child)	No charge	No charge	20% coinsurance	-----none-----
	Glasses		Not Covered		Excluded Service
	Dental check-up (Child)		Not Covered		Excluded Service

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Medical Mutual : Plan 1

Coverage Period: 01/01/2016 - 12/31/2016

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

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)
- 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
- Dental Care (Adult)
- 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 X61565 or www.cciio.cms.gov.

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

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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 800.686.1526.

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 sample medical situations, see the next page-----

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

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Medical Mutual : Plan 1

Coverage Examples

Coverage Period: 01/01/2016 - 12/31/2016

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 \$7,220
- Patient Pays \$320

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	\$0
Limits or exclusions	\$200
Total	\$320

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 (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan Pays \$4,460
- Patient Pays \$940

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	\$800
Coinsurance	\$0
Limits or exclusions	\$40
Total	\$940

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.

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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.

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**City of Strongsville
SuperDental
Effective 1/1/16**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Benefit Period Maximum (per member)	\$1,600	
Benefit Period Deductible ¹	\$50 per person	\$50 per person
Preventive Services		
Oral Exams – two per benefit period	90%	80%
Bite Wing X-Rays – two sets per benefit period	90%	80%
Full Mouth X-Rays/ Panorex – one every 36 months	90%	80%
Prophylaxis (cleaning) – two per benefit period	90%	80%
Fluoride Treatment – One treatment per benefit period, limited to dependents up to age 19	90%	80%
Sealants – one every rolling 36 months per tooth	90%	80%
Space Maintainers- limited to eligible dependents up to age 19	90%	80%
Emergency Palliative Treatment – includes emergency oral exam	90%	80%
Essential Services		
Consultations and Other Exams by Specialist	90%	80%
Diagnostic X-Rays	90%	80%
Minor Restorative Services	90%	80%
Endodontics/Pulp Services	90%	80%
Periodontal Services	90%	80%
Repairs, Relines & Adjustments of Prosthetics	90%	80%
Simple Extractions	90%	80%
Impactions	90%	80%
Minor Oral Surgery Services	90%	80%
Biopsy and examination of oral tissue	90%	80%
Microscopic Examination	90%	80%
General Anesthesia	90%	80%
Complex Services		
Gold Foil Restoration	60% after deductible	50% after deductible
Inlays, Onlays – one every five years	60% after deductible	50% after deductible
Crowns – one every five years	60% after deductible	50% after deductible
Bridgework (Pontics & Abutments) – one every five years	60% after deductible	50% after deductible
Partial and Complete Dentures – one every five years	60% after deductible	50% after deductible
Orthodontics Option (eligible children under age 19 only)		
Orthodontic Lifetime Maximum (per member)	\$1000	
Orthodontic Diagnostic Services	50%	50%
Minor Treatment for Tooth Guidance	50%	50%
Minor Treatment for Harmful Habits	50%	50%
Interceptive Orthodontic Treatment	50%	50%
Comprehensive Orthodontic Treatment	50%	50%

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

3-month carryover applies.



**City of Strongsville
Vision
Effective 1-1-2016**

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	Same as Medical
Examinations	One per benefit period
Vision Examinations	\$20 per exam
Frames	One per two benefit periods
Basic Frames	\$50 per frame
Prescription Lenses	One per benefit period
Single Vision Lenses	\$75 per pair
Bifocal Lenses	\$125 per pair
Trifocal Lenses	\$175 per pair
Lenticular Lenses	\$350 per pair
Contacts In Lieu of Lenses	One per benefit period
Medically Necessary	\$150 per pair
Cosmetic	\$150 per pair

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the City of Strongsville ("the City"), the Fraternal Order of Police ("the Union" or "the FOP") and Patrolman William Jason Miller ("the Grievant"), on May 22, 2012, for the purposes of resolving this grievance originally filed September 28, 2011 ("the Grievance") pertaining to injury-wage continuation provided for in Article XXII of the current Collective Bargaining Agreement ("Agreement") dated January 1, 2010 through December 31, 2012, and in order to clarify the language of Article XXII.

The parties agree as follows:

1. The City shall restore to the Grievant two-hundred and fifty-six (256) hours of sick leave hours that had been charged to his accrued sick time balance for shoulder surgery beginning on September 12, 2011, determined by the Bureau of Workers' Compensation to be related to an on-duty injury that had occurred on June 7, 2009.
2. In exchange for the above-stated restoration of such sick time, the FOP and the Grievant agree that the sick-time restoration is strictly discretionary upon the Employer, and does not in any way establish a basis or precedent for future application of injury-wage continuation under Article XXII.
3. The FOP and the Grievant agree to withdraw and dismiss the Grievance with prejudice, and the City and the Union agree to split evenly the fees of the Arbitrator. Moreover, the Grievant agrees to release the City from any liability regarding any alleged delay or impediment which may have occurred in his receiving medical treatment for his shoulder injury determined to have occurred from the on-duty accident of June 7, 2009.
4. The City and the FOP agree as to the future interpretation of Article XXII of the Agreement entitled "Injury Wage Continuation", and specifically the language contained in Section 22.01 which states "...if such injury prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related injury but for a period not to exceed one hundred twenty (120) calendar days from the date that such service related injury was incurred." Said language is agreed to be interpreted as consecutive calendar days from the initial date of the injury, and does not include any recurrence or re-aggravation of the same injury which may occur beyond the 120 consecutive-day timeframe.

5. The City and the FOP further agree that any extension of time beyond the 120 consecutive calendar days is purely discretionary with the City, and denials of such extensions shall not be grievable.

6. This Settlement Agreement has been reviewed and approved by Arbitrator Dennis E. Minni.

FOR THE CITY:
City of Strongsville

By: Thomas P. Perclak
Thomas P. Perclak, Mayor

Approved as to form only!

By: Kenneth A. Kraus
Kenneth A. Kraus, Law Director

Date: 5/22/12

Dennis E. Minni
Arbitrator-Mediator
Date: 5-22-12

FOR THE UNION:
Fraternal Order of Police Lodge No. 15

By: Rob J. Kustis
Rob Kustis, Vice President

By: Robert M. Phillips
Robert M. Phillips, Esq., Its Counsel

THE EMPLOYEE (Grievant):

By: William Jason Miller
William Jason Miller

Date: 5-23-12

By: Patricia Rockowski 7164
Patricia Rockowski
5/23/12