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AGREEMENT

BETWEEN

CITY OF BEDFORD HEIGHTS

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 436

(DEPARTMENT OF PUBLIC SERVICE)

(DEPARTMENT OF WATER RECLAMATION)

Effective January 1, 2017 through December 31, 2019

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ARTICLE I

PURPOSE

Section 1. This Agreement is entered into between the City of Bedford Heights, Ohio ("City") and the International Brotherhood of Teamsters, Local 436 ("Union").

Section 2. This Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate, through their exclusive bargaining agent, in the establishment of wages, hours, terms and conditions of employment and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE II

RECOGNITION

Section 1. For the duration of this Agreement, the City recognizes the Union as the sole and exclusive collective bargaining representative of the employees covered by this Agreement.

Section 2. The bargaining unit description is as follows:

Included: Employees in the Department of Public Service:

Including employees in the following classifications, inclusive of all Grade Levels: Auto Mechanic, Body Mechanic/Auto Mechanic, Electrical Maintenance Man, General Laborers, General Maintenance Man (including City Hall), Heavy Equipment Operator, Recreation Grounds Maintenance Man, Service Lead Man, Traffic Signman/Backhoe Operator, Custodian (including City Hall).

Included: Employees in the Department of Water Reclamation:

Including employees in the following classifications, inclusive of all Grade Levels: Lead Shift Operator (Plant Operations Man), Plant Operator (Plant Operations Man), Plant Attendant (Plant Operations Man), Lab Pre-Treatment Coordinator, Lab Technician, Head Maintenance Man, Plant Electrical Maintenance Man, Plant Mechanical Maintenance Man, Sewer Crew Equipment Operator (Sewer System Man), and Sewer Crew Attendant (Sewer System Man).

Included: Employees in the Department of Community Life

Including employees in the following classifications, inclusive of all Grade Levels: Pool Maintenance, Custodian.

Excluded: Part-time, seasonal and temporary employees. Administrative Supervisors/Managers and other statutory exemptions.

ARTICLE III

NON-DISCRIMINATION

Section 1. Both the City and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate or show favoritism in any manner relating to employment on the basis of race, color, creed, national origin, sex or disability.

Section 2. Wherever the contract so requires the use of the words wherein the masculine, feminine or neuter gender shall be construed to include all of said genders by the use of masculine or the feminine gender, it is understood that said use is for conversation purposes only and is not to be interpreted to be discriminatory by reason of sex.

Section 3. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or

coercion by the Employer or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 4. The Union agrees not to interfere with the rights of the employees not to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

ARTICLE IV

UNION MEMBERSHIP, MEETINGS AND DUES

Section 1. The City agrees to deduct from each payroll dues, initiation fees, re-initiation fees and assessments in an amount certified to be current by the Secretary/Treasurer of the Union, from the pay of those employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within fourteen (14) days of the deduction by the City to the Secretary/Treasurer of the Union in the full amount deducted.

Section 2. It is a condition of employment that all employees of the Bargaining Unit shall either (1) maintain their membership in the Union, (2) become members of the Union, or (3) pay a fair share fee to the Union in an amount not to exceed the regular monthly and/or annual dues for membership in the Union, no later than thirty-one (31) days following the effective date of this Contract or no later than the thirty-first (31st) day following the beginning of such employment and remain in good standing, all in accordance with O.R.C. 4117.09.

Section 3. Any individual employee who objects to joining or financially supporting the Union, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt,

will be required to inform the City and the Union of his objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to Union dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the City and the Union that this has been done.

Section 4. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in, the Union. Membership in the Union is not compulsory. Members of the bargaining unit have the right to join or not to join the Union as each may decide. Neither party shall coerce or discriminate against an employee because of his/her decision to join or not to join the Union.

Section 5. The Union hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the City for any such liabilities or damages that may arise.

Section 6. The City shall not interfere with or prevent bargaining unit members and their representatives from meeting on City property for the purpose of conducting Union business. However, such meeting time and place shall be presented to the Director of Public Service or the Director of Water Reclamation in advance, for approval. The Director of Public Service or the Director of Water Reclamation shall not unreasonably withhold approval.

ARTICLE V

UNION RIGHTS

Section 1. It shall not be a violation of the Contract and it shall not be a cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a

primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another union, except that the City shall be required to pay the wages of such employees. Provided that in no case shall any employees refuse to do any work, regardless of the existence of a lawful primary labor dispute, if, in the City's judgment, such refusal would be detrimental to the public health or safety unless the City cannot reasonably provide for the personal safety of the employee.

Section 2. Any alleged violation of union rights is subject to immediate review through the Grievance Procedure by submission at Step 2 of that procedure.

ARTICLE VI

UNION VISITATION AND BULLETIN BOARD

Section 1. The Local Union Officer shall be admitted to all facilities and sites of the City during normal working hours, upon giving reasonable advance notice and obtaining approval of the Department Head or his designee. Such visitations shall be for the purpose of ascertaining whether or not this Contract and/or safety regulations are being observed by the parties, to participate in the adjustment of grievances or to attend other meetings as provided herein. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the Employer.

Section 2. The City shall provide the Union with a Bulletin Board at mutually selected locations, provided that:

- (a) No notice or other writing may contain anything political or critical of the City or any City official, or any other institution, or any employee or other person;
- (b) All notices or other materials posted on the bulletin board must be signed by the President or an official representative of the Union;

- (c) Upon request from the Department Head or his designee, the Union will immediately remove any notice or other writing that the City believes violates this Article, but the Union shall the right to appeal such action through the Grievance Procedure.

Section 3. The City shall provide an enclosed bulletin board (i.e., corkboard, with wood or aluminum frame with shatterproof clear acrylic panels and with doors, which can be locked by the Union Steward or other Union Representative)

ARTICLE VII

UNION REPRESENTATION

Section 1. The City recognizes the right of the Union to select Local Officers and Union Stewards to represent employees as to any and all grievances arising under this Contract.

Section 2. The Stewards shall process grievances and attend meetings provided for in the Grievance Procedure set out in the Contract, without loss in regular straight-time pay. The Stewards shall process grievances with proper regard for the City's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling. All such activity will be with prior permission of the Steward's supervisor and shall be logged on forms provided by the City for that purpose. It is the mutual responsibility of the City and the Union to cooperate in good faith to provide a fair and timely grievance proceeding.

Section 3. It is the responsibility of the Union to have a Steward assigned to each work location. A Local Union Officer may act as a Steward and will notify the City of any change in such list.

Section 4. An employee has the right, upon request, to the presence and advice of a Union Steward or other Officer at any investigative hearing, which may lead to disciplinary action, or at any subsequent disciplinary hearing and at any job performance evaluation.

ARTICLE VIII

MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the City reserves and retains, solely, exclusively and without recourse to negotiations, all rights, powers and authority, including the right to determine and fulfill the mission of the City, and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- (a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the City, standards of service, overall budget, utilization of technology and organizational structure;
- (b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance (the City shall supply these in printed form to the Union and each employee, and the Union shall be provided with two weeks' notice if any changes are made to said policies, rules, regulations and standards);
- (c) To determine the size, composition and adequacy of the work force;
- (d) To establish and determine job qualifications and duties and to establish the education and training requirements;
- (e) To establish or modify job classifications;
- (f) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend and discharge employees for just cause;
- (g) To subcontract work or privatize;
 - (1) The City shall have the right to privatize or subcontract services, provided that thirty (30) calendar days prior to any privatization or subcontracting the City shall meet and confer with the Union and the City will disclose

the nature and costs of the proposed contract. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have ten (10) working days to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to or greater than those the City can achieve through privatization or subcontracting, the City will accept the Union's alternative. The Union shall have the right to grieve and arbitrate, pursuant to Articles XXII and XXIII, the issue of whether or not its offer meets the above criteria.

- (2) In the event the union cannot successfully compete with the subcontractor, prior to any layoff, the City would submit the names of the affected employees to the subcontractor for his/her consideration. If the employee is not employed, he shall be subject to layoff.
- (h) To lay off employees;
 - (i) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
 - (j) To determine location of facilities and to introduce new and/or improved equipment and methods;
 - (k) To determine the financial policies and procedures of the City, including the exclusive right to allocate and expend all funds of the City; and
 - (l) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration.

ARTICLE IX

NO STRIKE/NO LOCKOUT

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walkout, concerted sick leave, work stoppage, sympathy strikes, picketing or interference of any kind and any operation of the City.

Section 2. Any employee who violates Section 1 of this Article shall, at the discretion of the City, be subject to discharge or other disciplinary action by the City.

Section 3. The Union shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage or other interference at any operations of the City are prohibited and are not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

Section 4. The City shall not lock out any employees for the duration of this Agreement.

Section 5. Upon or after expiration of this Agreement or any extensions, employees shall have the right to strike consistent with Chapter 4117 of the Ohio Revised Code and provided that the Union has given a ten (10) day prior written notice of such intent to the City and to the State Employment Relations Board (SERB). However, SERB may, at its discretion, attempt mediation at any time.

ARTICLE X

WORK BY NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not perform bargaining unit work, which may cause the layoff, demotion, downgrading of an employee in the bargaining unit; the reduction of the present work force; the avoidance of overtime payment or curtailment below the normal

scheduled forty (40) hour workweek; or to prevent the return to work of an available, competent bargaining unit employee for the duration of this Contract.

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 1. Definitions.

(a) Work year, workweek, workday

- (1) For all employees working eight-hour shifts, the work week is forty (40) hours, the work day is eight (8) hours and the work year is 2,080 hours.
- (2) For Plant Operators in the Water Reclamation Department, the work week is forty-eight (48) hours one week and thirty-six (36) hours the next, the pay period is eighty-four (84) hours, the work day is twelve (12) hours, and the work year is 2,184 hours.
- (3) The regular work week begins at 12:01 a.m. Monday and ends at 12:00 midnight on Sunday. Except for Water Reclamation, the work week will consist of five (5) consecutive days of work.
- (4) The work day begins at 12:01 a.m. and ends 12:00 midnight of the same day.

(b) Shifts

- (1) First shift commences between 7:00 a.m. and 8:00 a.m.
- (2) All other shifts shall follow the first shift as authorized by the City.
- (3) Snow Removal: The City reserves the right to establish a snow removal schedule as needed.
- (4) Water Reclamation: The Water Reclamation plant shall operate on a twenty-four (24) hour basis comprised of two twelve (12) hour shifts on a rotating basis for the plant operators, and all others on one eight (8) hour shift.
- (5) Based upon operational needs, the City reserves the right to change the hours of work for employees within each department provided the Union receives two weeks' notice of said change.

Section 2. The City shall be the sole judge of the necessity for overtime and all assigned overtime must be worked. Regular overtime will be assigned within an employee's regular classification on a rotating basis. An employee who performs the work involved during the work day or shift will continue to do work if overtime is needed. Overtime outside of the classification will be assigned on a rotating basis based on seniority, skill and ability. This procedure does not apply to snow removal, which shall operate on an as-needed basis.

Section 3. Overtime Compensation. "Overtime compensation" means payment at the rate of one and one-half (1½) times the hourly rate for wages for personnel other than salaried personnel. The Department of Public Service and the Department of Water Reclamation shall be entitled to receive overtime compensation for any time worked in excess of eight (8) hours in any work day or in excess of forty (40) hours in a work week at the rate of one and one-half (1½) times the regular rate of pay, but not both, except for Water Reclamation Operators who shall be entitled to receive overtime compensation for any time worked in excess of twelve (12) hours in any work day, or in excess of forty (40) hours in a work week at the rate of one and one-half (1½) times the regular rate of pay, but not both. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability. Time off as a result of sick leave shall not be counted in determining overtime liability.

Vacations, holidays and compensatory time will be treated as hours worked. However, for 12-hour employees, vacations, holidays and compensatory time will not count as hours worked unless the employee works one (1) or more shifts beyond his regular schedule.

Section 4. Call-in Pay. "Call-in pay" means payment at the employee's regular hourly rate for the time any employee is called in to work by his supervisor or department head when such employee is not regularly scheduled for work.

All employees who are called in to work outside of their regular working hours shall receive three (3) hours' overtime pay in lieu of any other stipend, provided that the employee has not been absent during regular working hours on that specific day. When determining overtime compensation for call-in pay, overtime shall be paid on the basis of hours actually worked in excess of eight (8) hours in a work day or after working forty (40) hours in a work week, except for plant operators who shall be paid on the basis of hours actually worked in excess of twelve (12) hours in a work day or after working forty (40) hours in a work week, and not on the basis of hours paid.

Section 5. Docking.

(a) There shall be a six (6) minute grace period at the beginning of each shift, provided that a non-probationary employee does not abuse this privilege. The Employer will dock employees who are tardy, on the basis of one-tenth (1/10) (or six (6) minutes) per hour if he is tardy seven (7) minutes or more. (Examples: if an employee is seven (7) minutes tardy, he shall be docked for twelve (12) minutes; if an employee is thirteen (13) minutes late, he shall be docked for eighteen (18) minutes.)

(b) If an employee is one (1) hour or more late, he shall be sent home without pay and may be disciplined. However, if a Supervisor determines there was an unusual circumstance, the employee may be permitted to work.

Section 6. Compensatory Time. Employees shall be eligible to accrue compensatory time up to one hundred forty (140) hours in lieu of overtime pay. However, such compensatory time may not be used by the employee if it causes overtime.

Section 7. Sixteen (16) Hour Rule. No employee working an eight (8) hour shift shall be required to work more than sixteen (16) consecutive hours at work. After sixteen (16)

hours of work, the employee should have between four (4) and eight (8) hours of rest after which time he/she shall be eligible to return to work. Treatment plant operators shall not be required to work more than eighteen (18) consecutive hours of work. After eighteen (18) hours of work, treatment plant operators should have between four (4) and eight (8) hours of rest after which time he/she shall be eligible to return to work.

ARTICLE XII

LUNCH AND REST PERIOD

Section 1. All employees in the Department of Public Service shall be entitled to a scheduled uninterrupted forty-five (45) minute lunch period each workday (30 minutes without pay and 15 minutes with pay).

Section 2. All employees in the Department of Water Reclamation shall be entitled to a flexible uninterrupted thirty (30) minute lunch period each work day with pay.

Section 3. There shall be two (2) paid fifteen (15) minute rest periods on each shift of each work day. The rest period, to the extent practicable, will be scheduled during the middle two (2) hours of each one-half (1/2) shift but they may not be scheduled immediately before or after the lunch period or at the start or the end of the shift and shall be taken on the job site.

Section 4. When an employee works beyond his regular quitting time, the employee shall receive a paid ten (10) minute rest period if the employee works two (2) hours, but less than four (4) hours, for each four (4) hour period.

ARTICLE XIII

SALARIES AND OTHER COMPENSATION

Section 1. Annual Base Pay. Employees covered by this Agreement, based on labor grade, shall receive the following annual compensation for the work years 2017, 2018 and 2019 which shall be known as "Base Pay". The increase for work year 2017 shall be retroactive to January 1, 2017.

DEPARTMENT OF PUBLIC SERVICE

Effective January 1, 2017 (2.0%)

<u>Grade</u>	<u>0 -1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$25.15	\$26.64	\$28.21	\$29.80
2	\$22.09	\$23.67	\$25.15	\$26.60
3	\$18.81	\$20.88	\$22.95	\$25.05
4	\$16.49	\$17.77	\$19.02	\$20.32

Effective January 1, 2018 (2.0%)

<u>Grade</u>	<u>0 -1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$25.66	\$27.18	\$28.78	\$30.40
2	\$22.54	\$24.15	\$25.66	\$27.13
3	\$19.18	\$21.30	\$23.41	\$25.55
4	\$16.82	\$18.12	\$19.40	\$20.72

Effective January 1, 2019 (2.0%)

<u>Grade</u>	<u>0 -1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$26.17	\$27.72	\$29.35	\$31.01
2	\$22.99	\$24.63	\$26.17	\$27.68
3	\$19.57	\$21.72	\$23.88	\$26.06
4	\$17.16	\$18.49	\$19.79	\$21.14

Labor Grade 4	Custodians
Labor Grade 3	Laborer, Sewer System Workers
Labor Grade 2	Heavy Equipment Operator** Recreation Maintenance*
Labor Grade 1	Skilled Trades and Mechanics** (See Attachment A -- Auto Mechanics Hierarchy) Traffic Sign Employee

Further, David Giaco, who is in the Custodian classification, shall be "red circled" and called a "Tool Loan Worker."

Robert Petras will be considered a "red circled" Grade 1 employee.

**In order to qualify for Labor Grades 1 and 2, employees must demonstrate the ability to perform the work as required by the City and shall be required to obtain all of the needed skill certificates and must have the required years of experience.

Any employee below Labor Grade 1 shall be eligible for promotion pursuant to Article XX.

DEPARTMENT OF WATER RECLAMATION

Effective January 1, 2017 (2.0%)

<u>Grade</u>	<u>0 -1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$25.15	\$26.64	\$28.21	\$29.80
2	\$22.09	\$23.67	\$25.15	\$26.60
3	\$18.81	\$20.88	\$22.95	\$25.05

Effective January 1, 2018 (2.0%)

<u>Grade</u>	<u>0 -1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$25.66	\$27.18	\$28.78	\$30.40
2	\$22.54	\$24.15	\$25.66	\$27.13
3	\$19.18	\$21.30	\$23.41	\$25.55

Effective January 1, 2019 (2.0%)

<u>Grade</u>	<u>0 -1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$26.17	\$27.72	\$29.35	\$31.01
2	\$22.99	\$24.63	\$26.17	\$27.68
3	\$19.57	\$21.72	\$23.88	\$26.06

Labor Grade 3	Wastewater Employee Sewer System Workers
Labor Grade 2	Operator, Laboratory Technician Heavy Equipment Operator
Labor Grade 1	Skilled Trades, Pre-Treatment Coordinator

Any Wastewater Plant Operator hired without a license shall be assigned to Labor Grade 3. Once a license has been obtained, the employee shall be automatically promoted to Labor Grade 2 at the equivalent annual progression.

An entry-level Plant Operator must obtain a Class I Wastewater Certification within two (2) years from the date of hire for continued employment.

Any employee below Labor Grade I shall be eligible for promotion pursuant to Article XX.

The Director of Public Service or the Director of Water Reclamation, with the consent of the Mayor, may hire and accelerate employees through the rate ranges.

The two "red circled" employees will maintain their current wages.

Section 2. Classifications. The establishment of job classifications is solely for the purpose of providing a regular and orderly system of compensation and under no circumstances shall there be any restrictions on job contents and/or assignments. Further, employees must perform all temporarily assigned work. A newly-hired Collection System Operator must obtain an Ohio EPA Class 1 Collection Certification within two (2) years of hire.

Section 3. Wastewater Plant Licenses.

Class 1 License	\$1,080.00 a year (\$ 90.00 per month)
Class 2 License	\$1,260.00 a year (\$105.00 per month)
Class 3 License	\$1,440.00 a year (\$120.00 per month)

In order to be eligible for license pay, an employee must be actively employed in a job that requires such license. Bargaining unit employees shall receive appropriate license pay for which they are eligible. (See Attachment A, Wastewater Certification Hierarchy.)

Section 4. Differentials.

(a) **Department of Public Service**

Two Leadmen. Two (2) Leadmen will be appointed by Management and shall be compensated at \$0.50 an hour. All Leadmen shall be paid at no less than a Grade 2 level.

Assistant Supervisor Leadmen. Lead employees shall receive \$0.75 an hour.

(b) **Department of Water Reclamation**

Lead Shift Operators. Lead Shift Operators will be appointed by Management and shall be compensated at \$0.50 an hour.

Head Maintenance. Head Maintenance employees shall receive \$0.75 an hour.

Collection System Crew. Management may establish a lead person on the Collection System Crew. The lead person on the Collection System Crew shall be paid no less than at a Grade 2 level. Where management has designated an employee to serve as this lead person, he/she shall be provided an additional fifty cents (\$0.50) per hour.

Shift Differential. There shall be a \$0.30 shift differential for employees who work the second shift. There shall be a \$0.40 shift differential for employees who work the third shift.

In lieu of the \$0.30 and \$0.40 shift differentials, treatment plant operators shall receive an additional \$0.20 per hour for all hours worked. Employees in the Recreation Division who work a shift that requires working on Saturday and/or Sunday as part of the regular work week shall be compensated an additional \$0.35 an hour for all hours worked.

If an employee is temporarily transferred to a higher classification, the employee shall be paid 100% of the equivalent rate of pay per the new classification for all hours worked in that classification so long as the employee has worked in the higher classification job for two (2) consecutive hours or longer. If the rate of pay of the new classification is lower, the employee will receive his regular rate of pay. Such rate will be applicable after the employee has been on the new job for more than five (5) working days.

Section 5. Adjustment for Longevity. Every employee's base pay shall be increased after completion of three (3) years of continuous employment and service by the following percentages:

<u>Years of Service</u>	<u>Percentage*</u>
First through third	0
Fourth and fifth	2
Sixth and seventh	2-1/2
Eighth and ninth	3
Tenth and eleventh	3-1/2
Twelfth and thirteenth	4
Fourteenth and fifteenth	4-1/2
Sixteenth and seventeenth	5
Eighteenth and nineteenth	5-1/2
Twenty and twenty-one	6
Twenty-two and twenty-three	6-1/2
Twenty-four and over	7

*Effective 1-1-11, maximum amount to be paid annually shall be no more than \$3,700.00.

This adjustment shall be based on an employee's original date of hire or appointment and shall be applied to an employee's first full pay period following their anniversary date of employment. No pay other than base pay shall be adjusted for longevity.

Section 6. **Pension.** The City will make a contribution to the State Employees' Pension Fund as required by state law.

Section 7. Members of the bargaining unit are to be paid every two (2) weeks, on Friday, except in cases of emergency.

Section 8. The City shall pay the following allowances:

- (a) Renewal application for all employees required to have a Commercial Driver's License (CDL);
- (b) Any necessary electrical license. The City shall also pay up to a maximum of four hundred dollars (\$400.00) for the costs to maintain a state certified electrical license; and
- (c) Commencing in 2017, the City shall pay three hundred dollars (\$300.00) annually to a designated employee possessing and utilizing a pesticide license.

ARTICLE XIV

WORKING CLOTHING AND MATERIALS

Section 1. An employee shall be required to wear prescribed uniforms, which shall be furnished by the City at the Employer's expense. The Employer shall issue eleven (11) uniforms to each affected bargaining unit employee. The City agrees to replace such items as found necessary at the City's expense unless the need for replacement is the result of negligence or wrongdoing by the employee in which case replacement will be at the employee's expense. Provided, however, that if a probationary employee leaves before the end of the probationary period, he/she will pay back to the City the pro rata share of such uniforms.

Section 2. Cleaning of issued clothing for all bargaining unit employees will be provided by the City. The frequency and manner of cleaning shall be determined by the City.

Section 3. In addition to receipt of the regular supply of uniforms in accordance with Paragraph 1, an employee shall receive the following items of work clothing and materials, if necessary, which shall be paid for by the City:

One pair of safety glasses

Wet weather and dry weather service gloves

Rain gear (jacket and pants)

Section 4. Employees shall be eligible for a three hundred dollar (\$300.00) clothing/equipment allowance for work-related clothing/equipment as approved by the Director of Public Service or the Director of Water Reclamation. Further, employees must provide the City with proof of purchase.

Section 5. Commencing in 2017, auto mechanics and maintenance employees in the Service and Wastewater Departments shall receive an annual two hundred fifty dollar (\$250.00) tool allowance. This tool allowance is for the replacement of the employee's personal tools, with the City having no obligation to replace such tools. All purchases are subject to approval of the Director of Public Service.

ARTICLE XV

VACATIONS - HOLIDAYS

Section 1. Employees shall be eligible for vacation leave with pay after one (1) year of service with the City. Vacation time shall be earned annually as follows:

After one (1) year continuous service	two weeks
After six (6) years' continuous service	three weeks
After twelve (12) years' continuous service	four weeks
After seventeen (17) years' continuous service.....	five weeks

Section 2. Vacation time must be used prior to December 31 of the year in which it is earned. After the first twelve (12) months of service, vacation leave shall accrue on a calendar (January 1 to December 31) basis. The Director of Public Service or the Director of Water Reclamation has the right to determine the number of employees allowed off for vacation at any one time. In case of emergency or unusual circumstances requiring an employee to work during their vacation period, the employee shall receive compensation for the time he would have had as vacation.

Section 3. For purposes of this Article, length of vacation shall be determined by the date of hire of each employee. The anniversary date of employment for full-time employees for the purpose of computing the amount of vacation any employee entitled to vacation credit from prior service as certified to the City of Bedford Heights by the State or other political subdivision of the State pursuant to Ohio Revised Code, General Provisions, Section 9.44, shall be computed in accordance with subsection (a) of the City of Bedford Heights Administrative Code, Section 157.12, regarding full-time employment, if the prior service was full-time. Effective November 19, 1996, no vacation credit shall be allowed for prior part-time service with the State or any other political subdivision of the state.

Section 4. Selection of Vacations.

During January and February; each employee, in order of seniority, shall specify on a list provided by the City the weeks (maximum of two (2) weeks) he or she desires to take off for vacation. Separate vacation lists shall be provided for each shift. After all employees have been

provided the opportunity to select their initial two (2) week vacation period, those employees entitled to additional weeks of vacation shall choose, one (1) week at a time, from the available weeks remaining on the vacation list for his or her shift. Such procedure shall be followed until all employees have exhausted their vacation entitlement. All selections must be made prior to March 1 of each year. A copy of the selections will be sent to the Union. As indicated, vacations, insofar as practicable, will be granted according to employee requests. Employees may reserve two (2) weeks of their vacation for the purpose of taking vacation on the basis of one (1) day allotments, consistent with current Divisional rules and operational requirements.

Section 5. Holidays. Each employee shall be entitled to thirteen (13) paid holidays (104 hours) per calendar year as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	(2) Personal Days (includes Columbus Day)

The personal days shall be selected by employee and approved by the Director of Public Service or the Director of Water Reclamation.

(a) Department of Public Service employees in the Department of Community Life shall receive thirteen (13) holidays annually that shall be selected during the month of December for the following year. Provided, however, any employee who works a holiday shall receive four (4) additional hours of overtime pay for working a full day on the holiday.

(b) Except for treatment plant operators, personnel in the Department of Public Service the Department of Water Reclamation shall be compensated at the rate of two and one-half (2½) times their regular rate of pay whenever any of the above holidays fall on any

employee's regular working day. Treatment plan operators in the Water Reclamation Department shall be compensated at one and one-half (1½) times their regular rate of pay in addition to eight (8) hours of holiday pay whenever any of the above holidays fall on the operator's regular working day. When a holiday occurs during an employee's scheduled vacation, they shall be compensated for the unworked holiday in addition to their vacation pay at their regular rate of pay.

(c) Whenever an authorized holiday pursuant to Section 5 hereof falls on a Saturday, the holiday will be celebrated and employees will take their day off the preceding Friday, and whenever a holiday falls on a Sunday, the holiday shall be celebrated and employees shall take off as their holiday the following Monday.

(d) In order to be eligible for the holiday, the employee must work the last scheduled day before the holiday and the next scheduled day after the holiday unless excused because of an illness, injury, funeral leave or jury duty (provided, that an employee who has a pattern of use of an illness excuse shall be subject to discipline). An employee calling in sick on his/her last scheduled day before the holiday or first scheduled day after the holiday (other than for an FMLA or workers' compensation leave), must bring in a signed note from a licensed physician immediately upon return to work, confirming the employee's illness or injury.

ARTICLE XVI

HOSPITALIZATION AND LIFE INSURANCE

Section 1. (a) The City will make available group insurance benefits in accordance with Attachment C or overall equivalent benefits provided by another carrier.

Effective August 1, 2017, all employees shall contribute ten percent (10%) of the City's costs (or fully-insured equivalent rate) for family health insurance (hospitalization, prescription drug, dental and vision coverage) and ten percent (10%) of the City's cost (or fully-insured equivalent rate) for single health insurance (hospitalization, prescription drug, dental and vision coverage).

The City shall create a Section 125 plan, which will permit the employees to make contributions on a pre-tax basis.

(b) Newly hired employees will be provided group insurance benefits upon completion of their insurance enrollment period or a period of three (3) months of continuous active service, whichever comes first.

(c) Effective September 1, 2017, there shall be a fourth tier for prescription drugs so designated by the carrier for which a twenty percent (20%) co-pay, up to a maximum of \$250.00 per month, per Tier 4 drug shall be applied. Such co-payments shall count toward deductibles and/or out-of-pocket maximums.

(d) Effective September 1, 2017, the use of generic equivalent drugs whenever available and mail order for maintenance drugs (those requiring two or more months of usage) shall be mandatory.

Section 2. Where an employee's spouse has health insurance coverage available through his/her employer, and the spouse remains covered under the City's plan, the employee shall be assessed an additional one hundred dollars (\$100.00) per month. Effective August 1, 2017, this spousal surcharge shall increase to one hundred fifty dollars (\$150.00) per month. Effective January 1, 2019, this spousal surcharge shall increase to \$200 per month.

Section 3. **Life Insurance.** The City shall provide a term life insurance policy, with a face value of \$20,000 to each employee. An employee, at his/her own cost, may request an additional \$15,000.00 of life insurance coverage, provided the employee authorizes a payroll deduction to cover the premium of the additional life insurance coverage.

Section 4. Any employee who waives coverage of both health and dental insurance shall receive one hundred dollars (\$100.00) for each waived month.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1. **Union Leave.**

(a) At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or to perform any other function on behalf of the Union necessitating a suspension of active employment, as follows:

(1) Any request for leave must be made at least ten (10) days prior to the date of such leave. However, any request for a leave of thirty (30) days or more must be made at least thirty (30) days prior to the date of such leave.

(2) Any Union leave shall not extend beyond one (1) year.

(3) The approval and authorization of any Union leave shall be contingent upon operational needs as determined by management.

(b) An employee elected to a full-time Union office shall be granted a leave of absence for the full term of such office.

(c) Employees accepting a full-time Union position shall maintain and accrue seniority during such appointment toward longevity and vacation compensation only. An

employee on Union leave without pay for more than thirty (30) days shall not accrue service credit toward sick leave.

(d) At the request of the Union, a leave of absence with pay shall be granted to the Union Steward(s) required to attend an official Union conference or convention, for a period not to exceed ten (10) working days, provided any request for Union conference leave must be made at least ten (10) working days prior to the date of such leave, in writing.

(e) Members of the Union Contract Negotiation Committee, which shall not exceed two (2) employees, elected or appointed by the Union shall have authorized leave from duty for all meetings which are arranged by the Employer and the Union without loss of pay.

Section 2. Funeral Leave.

(a) When death occurs in the immediate family of an employee (legal spouse, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, son, daughter, brother, sister, grandparents, and grandparents-in-law), an employee, upon request, will be excused for up to three (3) consecutive scheduled days which include the day of the funeral (or for such fewer days as the employee may be absent), provided the employee attends the funeral service. Such payment will be at the employee's normal rate.

(b) If additional time is needed, the employee, upon request and approval, may apply sick days unless circumstances preclude such application, at which time the employee and Director of Public Service or the Director of Water Reclamation may agree to another method.

Section 3. Military Leave. Employees shall be granted leaves of absence for military duty in accordance with federal and state law.

Section 4. Jury Duty. An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time

so sewed. Provided that the jury duty fees paid to the employee by the court shall be returned to the City.

Section 5. **Unpaid Personal Leave.** Leaves of absence for good reasons without pay may be granted at the sole discretion of the Director of Public Service or the Director of Water Reclamation and the Mayor.

Section 6. **Family and Medical Leave.** The City shall comply with its Family and Medical Leave Policy pursuant to Resolution 93-133.

ARTICLE XVIII

SICK LEAVE

Section 1. Each full-time member of the bargaining unit shall be entitled to sick leave of 4.6 hours for up to eighty (80) hours worked of an employee's regularly-scheduled hours. Employees may use sick leave, upon approval of the Director of Public Service or the Director of Water Reclamation or their designees, for absence due to illness (including pregnancy and recovery), injury or exposure to a contagious disease which could be communicated to other employees. Unused sick leave shall be cumulative without any limit.

Section 2. When sick leave is used, it shall be deducted from employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The Director of Public Service or the Director of Water Reclamation or other responsible administrative officer shall require the employee to furnish a qualified affidavit that his absence was caused by illness due to any of the causes mentioned in this section, if such absence was in excess of three (3) days or for a lesser period of time, if the Director of Public Service or Director of Water Reclamation or his designee feels that such affidavit is necessary to prevent

abuse of the provisions of this Article. The City reserves the right to require each employee applying for sick leave to be examined by a doctor named by the City to ascertain the nature and extent of illness claimed. Employees abusing the provisions of this Article are subject to discipline, up to and including discharge.

Section 3. **Payment of sick leave upon retirement.** At retirement, layoff, death, dismissal or resignation, an employee with ten (10) years of service or more shall be permitted a maximum payout of accumulated sick leave (noted above in Section 1) of 1:2. For example, if an employee has accumulated 1,000 hours of sick leave, he/she will be eligible to receive a payout equivalent to 500 hours. There shall be unlimited accumulation of sick leave. Employees terminated for cause shall not be eligible for the benefits of this Section.

Section 4. For purposes of compensation under this provision, hourly rate of pay shall be defined as an employee's actual base rate excluding all other wage-related benefits.

ARTICLE XIX

SENIORITY

Section 1. Seniority for a full-time employee shall be that employee's length of continuous service with the City. For the purpose of calculating length of service, the date of an employee's service shall be counted from his most recent date of hire with the City only. An employee shall have no seniority during his probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for cause;

- (c) Is laid off more than two (2) years;
- (d) Is absent without notice for one (1) full duty day, unless the employee is prevented from calling in due to exigent circumstances;
- (e) Fails to report for work when recalled from layoff within five (5) work days from the date on which the City sends or delivers the employee notice by certified mail (return receipt requested) (to such employee's last known address as shown on the City's records).

Section 3. Probationary Period.

(a) All new employees shall be considered to be on probation for a period of one hundred eighty (180) calendar days from the date of employment. The probationary period may be extended upon the mutual agreement of the parties. Such employee may be discharged at the sole discretion of the City at any time. Such employee shall not be subject to the grievance procedure or eligible for promotions or transfers unless mandated by the City.

(b) If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the above probationary provisions.

Section 4. For the term of this agreement, in the case of a personnel reduction, the employee with the least seniority, regardless of classification or position, shall be laid off first. Employees shall be recalled in order of their seniority, regardless of their classification or position. No new employee shall be hired until laid-off employees have been given ample opportunity to return to work.

Section 5. An employee shall not be credited with any seniority from any other public body.

ARTICLE XX

PROMOTIONS -JOB BIDDING

Section 1. When a vacancy occurs, or a new job is created, the City shall post a notice of the opening for ten (10) consecutive work days on a bulletin board accessible to bargaining unit members within the Department of Public Service and the Department of Water Reclamation and shall send a copy of same to the Union. The notice shall contain the job classification, title, rate of pay and brief job description. Employees who wish to be considered for the posted job must file a written application with the Director of Public Service and the Director of Water Reclamation no later than the end of the posting period. Employees within the Department in which the vacancy or opening occurs will be given preference.

Section 2. All timely filed applications shall be reviewed by the City, and the job shall be awarded within forty-five (45) working days after the end of the posting period. The job shall be awarded on the basis of seniority, experience, skill and ability to perform the work in question. If the skill, ability and experience of two (2) or more employees are substantially equal, seniority shall govern. The City shall be the judge of ability, skill and experience. In the event the City cannot fill the vacancy with a current employee, individuals not employed by the City will be considered. The hiring of individuals not employed by the City shall be at the sole discretion of the Mayor. The City will post a notification that shall state who, if anyone, is the successful bidder, and a copy of this notice shall be sent to the Union.

Section 3. An employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed a reasonable period of time to qualify for the position, but not more than ninety (90) calendar days. He will be considered to have qualified on the new job in the judgment of the City when he satisfactorily performs the required

duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to quality and quantity of work meets the standard applicable to the job. If he fails to qualify, he shall be returned to his former job.

Section 4. An employee awarded a job under these provisions shall receive the minimum starting rate of the new classification or a one-step increase over his present rate, whichever is higher.

Section 5. No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period.

Section 6. The Employer shall post all supervisory positions on a bulletin board accessible to bargaining unit members for a period of ten (10) working days within the Department of Public Service and the Department of Water Reclamation. The Employer shall give qualified bargaining unit employees consideration for any supervisory vacancy within the Department.

ARTICLE XXI

DISCIPLINE

Section 1. A non-probationary employee who is suspended, demoted or discharged shall be given written notice no later than fourteen (14) calendar days after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the Union.

Section 2. Disciplinary action taken by the Employer shall only be for just cause.

Section 3. Any disciplinary action against a non-probationary employee shall be processed in accordance with the dispute resolution procedure in Article XXII of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

Section 4. The employee and the Union shall receive a copy of any warnings, reprimands or other disciplinary action entered on the employee's personnel records within five (5) working days of the action taken.

Section 5. All verbal discipline which is more than eighteen (18) months old shall not be counted toward additional discipline. All written reprimands which are more than two (2) years old shall not be counted toward additional discipline. All suspensions which are more than three (3) years old shall not be counted toward additional discipline.

Section 6. The signing of any materials placed in the employee's personnel record does not indicate agreement but does acknowledge that he has received or viewed the material.

Section 7. Any suspension shall be for a specific number of consecutive days on which the employee would otherwise be regularly scheduled to work. Holidays occurring during the period of suspension shall be counted as work days for the purpose of suspension only.

ARTICLE XXII

GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.

Accordingly, every employee shall have the right to present his grievance in accordance with the procedures herein, free from any interference, coercion, restraint, discrimination or reprisal.

Section 2. A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of the specific and express written provisions of this Agreement and disputes arising out of any disagreement pertaining to wages, discrimination, working conditions or discipline.

Section 3. Definitions:

- (a) Aggrieved Party. The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing the grievance.
- (b) Party in Interest. A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- (c) Day. A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and holidays as provided for in this Agreement.

Section 4. If a grievance affects a group of employees associated with an Employer-wide controversy or is of an emergency nature, it may be submitted at Step 2.

Section 5. An employee who is suspended, reduced in pay or grade, or terminated for cause may appeal such decision under the grievance procedure.

Section 6. The preparation and processing of grievances shall be conducted during the non-working hours, except as provided herein.

Section 7. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having such grievance informally adjusted without submitting a formal grievance pursuant to the terms of this Agreement. In the event a grievance is adjusted without

the filing of a formal grievance, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. In addition, said adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

Section 8. Time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the City fails to reply within a specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

Section 9. This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way any of the provisions of this Agreement.

Section 10. Procedure.

Step 1: An employee may present his grievance orally or in writing to the Director of Public Service or the Director of Water Reclamation, through the Union representative or personally. The grievance must be submitted within five (5) working days of the occurrence of the event that leads to the grievance. The Director of Public Service or the Director of Water Reclamation shall attempt to adjust the matter in a meeting between the Union representative, the aggrieved and himself. If the grievance is presented orally and the disposition of the Director of Public Service or the Director of Water Reclamation is not satisfactory, the matter shall be reduced to writing on the forms provided by the Union. When the grievance is reduced to writing, there should be set forth in the same space provided all of the following:

- (1) A statement of the grievance clearly indicating the question raised by the grievant;
- (2) Remedy or correction which is desired;

- (3) A section or sections of the Agreement, if any, relied upon or claimed to have been violated; and
- (4) The date the grievance occurred.

The Director of Public Service or the Director of Water Reclamation shall give his answer in writing within five (5) days. In the event the grievance is not satisfactorily settled in Step 1, the aggrieved party may appeal in writing to Step 2 within five (5) days of receipt of the disposition of the Director of Public Service or the Director of Water Reclamation.

Step 2: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal may be filed with the Mayor within five (5) days from the date of the Director of Public Service or the Director of Water Reclamation rendering his decision. A copy of the decision of the Director of Public Service or the Director of Water Reclamation shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of receipt of the written appeal. The hearing will be held with the aggrieved party and his Union representative. Either party may, if they so desire, produce witnesses if necessary to provide information to the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the Union's representative with a copy to the employee within twenty (20) days from the date of the hearing.

ARTICLE XXIII

ARBITRATION

Section 1. In a good-faith effort to preserve and enhance a more cooperative relationship, the parties agree to jointly request grievance mediation services from the State Employment Relations Board where appropriate, prior to a grievance being advanced to

arbitration. It is agreed that mediation may not be appropriate for all disputes. Grievance mediation is a voluntary process that both parties mutually agree to try to resolve a dispute through collaborative problem-solving, utilizing the services of a mediator (i.e., a third neutral party) who shall assist the parties in an attempt to negotiate a settlement agreement, provided a compromise resolution can be reached.

Section 2. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by default of the City, then within thirty (30) days after the rendering of the decision at Step 2, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party may request that the American Arbitration Association (“AAA”) submit a panel of seven (7) arbitrators from its National Academy panel, and the arbitrator shall be selected in accordance with AAA’s then-applicable rules.

Section 3. 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 an award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any terms and conditions of this Agreement.

Section 4. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

Section 5. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of American Arbitration Association.

Section 6. The fees and expenses of the arbitrator will be shared by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 7. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 8. The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit in the exercise of his rights in this procedure.

ARTICLE XXIV

SAFETY AND LABOR/MANAGEMENT COMMITTEE

Section 1. To provide for means of better communication and understanding between the City of Bedford Heights and the Municipal Foremen and Laborers Union, Local No. 436, a Safety and Labor/Management Committee is established. The Committee shall consist of no more than two (2) representatives each from the City and the bargaining unit.

Section 2. The purpose of this Committee is to discuss matters of concern between the parties such as, but limited to:

- (a) Health and safety;
- (b) Work practices;
- (c) Potential areas of dispute.

Section 3. The Committee shall meet not more than once per calendar quarter (if needed) to confer on matters of mutual concern. At least one (1) week prior to any quarterly meeting, either party shall submit in writing an agenda to be discussed. Failure to submit an

agenda shall result in no meeting. Individual grievances shall not constitute appropriate subject matter for this committee.

Section 4. The Safety and Labor/Management Committee shall be established no later than sixty (60) days after the full execution of the current agreement.

ARTICLE XXV

EDUCATION ASSISTANCE

Section 1. All regular full-time employees are eligible for Education Assistance. Any employees who are paid for education assistance and leave employment with the City within two (2) years of being hired shall reimburse the City for the amount paid for education assistance.

Section 2. The course of study is to be approved by the Director of Public Service or the Director of Water Reclamation or their designees and the Mayor prior to the employee's enrollment in the course in order to receive financial assistance. The courses of study shall be limited to those areas that have a relationship to an employee's work or tend to prepare an employee to improve himself/herself to another position. It is not the intent of the program to provide courses of study unrelated to overall municipal or government work or to provide a general education or academic degree in another field of study.

Section 3. Prior to enrollment in any school or course of study, employees must complete a "Request for Enrollment in Employee Educational Program" form, and must be approved by the Director of Public Service or the Director of Water Reclamation or their designees and the Mayor. After the necessary approval has been issued, the employee may proceed to register for the course of study.

Section 4. The following limitations are required:

- (a) Limitation of five hundred dollars (\$500.00) per employee for a calendar year;
- (b) Expenditure is to be used solely for tuition, books and mandatory fees;
- (c) School must be a recognized educational institution;
- (d) Employee must complete and pass course of study satisfactorily in order to be reimbursed; and
- (e) As requested by the Union, the City shall reimburse employees for reasonable overnight expenses incurred as a necessary part of educational assistance, but in no event shall overtime payment be made for hours spent in class or in excess of any eight (8) hour day.

ARTICLE XXVI

COMPENSATION AT RESIGNATION, DISMISSAL,

RETIREMENT, LAYOFF OR DEATH

Section 1. An employee who separates his/her employment with the City (resignation, dismissal, retirement, layoff or death) and who is eligible to receive vacation, or any other pay normally received in the course of employment shall receive such pay upon termination or in the event of death, payment shall be to the employee's estate.

Section 2. Sick time will be disbursed in accordance with Article XVIII.

ARTICLE XXVII

MISCELLANEOUS

Section 1. **Infectious Disease.** The City will provide required medical attention, including inoculations for employees or family members who either contract infectious disease or may be exposed to infectious disease, which arises directly out of the work environment.

Section 2. Immunizations. The Employer shall provide Hepatitis B immunizations, upon request, under OSHA standards covering life-threatening blood borne pathogens requiring the Employer to offer a three-injection vaccination series free to all employees who are exposed to blood or other potentially infectious fluid or tissue as part of their job duties to be given during working hours.

Section 3. Printing and Supplying. This Agreement and any future Agreement shall be supplied to each employee by the City and the Union within thirty (30) days after execution of the Agreement at no cost to the employee.

Section 4. Damage to Property and Vehicles. Employees entrusted with City vehicles or property who, through their own negligence, damage such vehicles or property shall be subject to disciplinary action that may be grieved through the grievance/arbitration procedure.

Section 5. Substance Abuse Policy. All employees shall comply with the City's substance abuse policy as defined in 157.37 of the City Ordinances, and as may be amended from time to time. The City shall notify the Union of any proposed change prior to imposition of the change.

Section 6. Bargaining unit employees who have been promoted to a non-bargaining unit supervisory position shall maintain rights of reversion back into the bargaining unit for ninety (90) days during which time they shall not lose any bargaining unit seniority.

Section 7. Mileage. All regular full-time employees authorized to use a personal car in the performance of job duties for the City shall be reimbursed for such use at the rate of 32 ½ cents per mile or such other rate as is currently determined by the Internal Revenue Service for the mileage deduction for personal income taxation purposes.

ARTICLE XXVIII

OBLIGATION TO NEGOTIATE

Section 1. The City and the Union acknowledge that during negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. For the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE XXIX

LEGALITY

It is the intent of the City and the Union that this Agreement complies in every respect with the applicable legal statutes and City Charter provisions and requirements. If it is determined that any provision of this Agreement is in conflict with such statutes or Charter provisions, such provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

ARTICLE XXX

DURATION

This Agreement shall be in full force and effect from the date of ratification (June 20, 2017) through December 31, 2019. Upon written notice by either party to the other, given on or

before October 1, 2019, negotiations for a new agreement commencing January 1, 2020 shall begin. If no notice is given then by either party, this Agreement, as in effect on December 31, 2019, will continue in effect for succeeding calendar years, except that either party may, on or before October 1 of each succeeding year, give written notice to negotiate a new Agreement to commence the following year. The provisions of this Agreement, except where otherwise indicated, shall be effective upon acceptance by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 11th day of ~~August~~ ^{SEPTEMBER} 2017.

CITY OF BEDFORD HEIGHTS

By: Fletcher Berger
Mayor Fletcher D. Berger

By: [Signature]
Jon M. Dileno,
Labor Counsel

By: Ross S. Cirincione
Ross S. Cirincione, Law Director

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 436

By: Sayon Tejari Pres

By: John M. Fortogue
Sec. Treas.

By: Christy Payne
VICK Pres.

Approved as to legal form.

[Signature]
Ross S. Cirincione, Law Director
City of Bedford Heights, Ohio

ATTACHMENT A

SKILLED TRADES AND MECHANICS

AUTO MECHANICS HIERARCHY

Auto Mechanic Grade II

A candidate will be eligible for a Grade II mechanics position with a minimum of two (2) ASE Certifications in the Medium/Heavy Truck Series.

Auto Mechanic Grade I

To advance to an auto mechanic Grade I position, you must attain or hold an ASE-Certified Master Medium/Heavy Truck Technician Certificate.

ATTACHMENT B

WASTEWATER CERTIFICATION HIERARCHY

<u>Certification</u>	<u>Grade</u>	<u>Stipend Month</u>
Class IV Wastewater Operator	Admin.	\$120.00
Class III Wastewater Operator	II	\$120.00
Class II Wastewater Operator	II	\$105.00
Class II Collection System	II	\$90.00
Class I Wastewater Operator	II	\$90.00
Class I Collection System	III	None

Any Wastewater Division employee that holds a Class I Wastewater Operator Certification or higher shall be entitled to the appropriate grade classification and stipend.

ATTACHMENT C

GROUP INSURANCE SUMMARY PLAN DESCRIPTION

EXHIBIT A

SCHEDULE OF BENEFITS

To receive the highest level of benefits at the lowest Out-of-Pocket Maximum expense, Covered Services must be provided by PPO Network Providers. When you use other Providers who are outside of the PPO Network or who are Non-Contracting Providers, you are responsible for any balance due between the Provider's charge and the Allowed Amount, in addition to any Deductibles, Copayments, Coinsurance, and non-covered charges. All benefits are calculated based upon the Allowed Amount, not the Provider's charge. Refer to "How Claims are Paid" for additional information.

Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Provider Hospital in an emergency.

BENEFIT PERIOD AND DEPENDENT AGE LIMIT	
Benefit Period	Calendar year
Dependent Age Limit	The end of the month of the 26th birthday. See "Eligibility" for optional extension to age 28.

PPO NETWORK COMPREHENSIVE MAJOR MEDICAL BENEFIT	
PPO Network Provider Deductible per Benefit Period	
If you have single coverage:	\$500
If you have family coverage:	\$1,000
Non-PPO Network Provider Deductible per Benefit Period	
If you have single coverage:	\$1,000
If you have family coverage:	\$2,000
PPO Network Provider Inpatient Copayment per Admission	
For each Covered Person:	\$250
Does not apply to Initial Newborn Care, Inpatient Physical Medicine and Rehabilitation and Skilled Nursing Facility Services.	
PPO Network Provider Coinsurance Limit per Benefit Period	
If you have single coverage:	\$1,000
If you have family coverage:	\$2,000
Non-PPO Network Provider Coinsurance Limit per Benefit Period	
If you have single coverage:	\$2,000
If you have family coverage:	\$4,000
PPO Network Provider Out-of-Pocket Maximum per Benefit Period (Includes Deductibles, Copayments, and Coinsurance)	
If you have single coverage:	\$1,500
If you have family coverage:	\$3,000
Non-PPO Network Provider Out-of-Pocket Maximum per Benefit Period (Includes Deductibles, Copayments, and Coinsurance)	
If you have single coverage:	Unlimited
If you have family coverage:	Unlimited

Deductible and Out-of-Pocket Maximum Processing (1)

Embedded

After the applicable Out-of-Pocket Maximum shown above has been met, you are no longer responsible for paying any further Copayments, Deductibles or Coinsurance for Covered Charges Incurred during the balance of the Benefit Period. If the Out-of-Pocket Maximum is unlimited, you continue to be responsible for paying the amounts shown above.

Any Excess Charges you pay for claims will not accumulate toward any applicable Coinsurance Limit or toward the Out-of-Pocket Maximum.

Deductible and Coinsurance Limit accumulations are separate

You may be charged more than one Copayment per visit if multiple types of examinations are performed.

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

To receive maximum benefits, you must use PPO Network Providers. PPO Network Providers may change. Medical Mutual will tell you 60 days before a PPO Network Hospital becomes Non-PPO Network.

Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Hospital in an emergency.

BENEFIT MAXIMUMS PER COVERED PERSON	
(per Benefit Period unless otherwise shown)	
Chiropractic/Spinal Manipulation Visits	24 visits
Home Health Care Services	60 visits
Inpatient Physical Medicine and Rehabilitation Services	180 days
Outpatient Institutional Pulmonary Therapy Services	20 visits
Outpatient Occupational Therapy Services	20 visits
Outpatient Physical Therapy Services	20 visits
Outpatient Speech Therapy Services	20 visits
Routine Mammogram Services	One mammogram; limited to 120% of the Medicare reimbursement amount; the maximum reimbursement amount applies only to Covered Services received inside the state of Ohio, as mandated by the state of Ohio.
Routine Pap Tests	One test
Skilled Nursing Facility Services	180 days

MAXIMUM LIFETIME BENEFIT PER COVERED PERSON	
Hospice Services	360 Days

COINSURANCE PAYMENTS	Institutional and Professional Charges	Institutional and Professional Charges
TYPE OF SERVICE	For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount	For Covered Services received from a Non-PPO Network or a Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or Non-Contracting Amount (2)
IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.		
EMERGENCY ROOM SERVICES		
The Institutional charge for use of the Emergency Room in an Emergency	\$100 Copayment, waived if admitted, then 10%, not subject to the Deductible	
All other related Institutional charges and Emergency Room Physician's charges in an Emergency	10%, not subject to the Deductible	
The Institutional charge for use of the Emergency Room in a Non-Emergency	\$100 Copayment, waived if admitted, then 10%, not subject to the Deductible	\$100 Copayment, waived if admitted, then 30%, not subject to the Deductible
Emergency Room Physician's charges in a Non-Emergency	10%	30%
INPATIENT SERVICES		
Semi-Private Room and Board	\$250 Copayment, then 10%, not subject to the Deductible	30%
Maternity	\$250 Copayment, then 10%, not subject to the Deductible	30%
Newborn Care	10%	30%
Organ Transplant Services	\$250 Copayment, then 10%, not subject to the Deductible	30%
Physical Medicine and Rehabilitation Facility	10%	30%
Professional Services	10%	30%
Skilled Nursing Facility	10%	30%
MENTAL HEALTH CARE, DRUG ABUSE AND ALCOHOLISM SERVICES		
Mental Health Care, Drug Abuse and Alcoholism Services	Any applicable Deductible, Out-of-Pocket Maximum or Copayment corresponds to the type of service received and is payable on the same basis as any other illness (e.g., emergency room visits for a Mental Illness will be paid according to the Emergency Services section above).	
OUTPATIENT REHABILITATIVE SERVICES		
Cardiac Rehabilitation Services (3)	\$15 Copayment, then 10%, not subject to the Deductible	30%
Chiropractic Services (3)	\$15 Copayment, then 10%, not subject to the Deductible	30%
Occupational Therapy Services (3)	\$15 Copayment, then 10%, not subject to the Deductible	30%
Physical Therapy Services	\$15 Copayment, then 10%, not subject to the Deductible	30%
Respiratory Therapy Services	10%	30%
Pulmonary Therapy Services	\$15 Copayment, then 10%, not subject to the Deductible	30%

COINSURANCE PAYMENTS	Institutional and Professional Charges	Institutional and Professional Charges
TYPE OF SERVICE	For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount	For Covered Services received from a Non-PPO Network or a Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or Non-Contracting Amount (2)
IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.		
Speech Therapy Services (3)	\$15 Copayment, then 10%, not subject to the Deductible	30%
PHYSICIAN/OFFICE SERVICES (includes Mental Health and Substance Abuse Disorders)		
Immunizations	0%, not subject to the Deductible	30%
Medically Necessary Office Visits (3) (4)	\$15 Copayment, then 10%, not subject to the Deductible	30%
Medically Necessary Office Visits in a Specialist's Office (5)	\$30 Copayment, then 10%, not subject to the Deductible	30%
Urgent Care Office Visits	\$35 Copayment, then 10%, not subject to the Deductible	30%
ROUTINE, PREVENTIVE AND WELLNESS SERVICES		
Preventive Services in accordance with state and federal law (6) (Please refer to the "Routine, Preventive and Wellness Services" benefit in this Benefit Book for more information.)	0%, not subject to the Deductible	30%
Routine Colonoscopy and Sigmoidoscopy (Ages 40-75)	0%, not subject to the Deductible	30%
Routine Anoscopy and Proctosigmoidoscopy (all ages) and Routine Colonoscopy and Sigmoidoscopy (other than ages 40-75) (7)	0%, not subject to the Deductible	30%
Routine Hearing Examinations (Age 21 and over) (3)	\$15 Copayment, then 10%, not subject to the Deductible	30%
Routine Laboratory, X-ray and Medical Testing Services	0%, not subject to the Deductible	30%
Routine Mammograms	0%, not subject to the Deductible	30%
Routine Pap Tests	0%, not subject to the Deductible	30%
Routine Physical Examinations (Age 21 and over)	0%, not subject to the Deductible	30%
Routine Vision Examinations (Age 21 and over) (3)	\$15 Copayment, then 10%, not subject to the Deductible	30%
Well Child Care Services (Under age 21)	0%, not subject to the Deductible	30%
SURGICAL SERVICES		
Inpatient Surgery	10%	30%
Outpatient Surgery when performed in a Physician's office (3)	\$15 Copayment, then 10%, not subject to the Deductible	30%

COINSURANCE PAYMENTS	Institutional and Professional Charges	Institutional and Professional Charges
TYPE OF SERVICE	For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount	For Covered Services received from a Non-PPO Network or a Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or Non-Contracting Amount (2)
IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.		
Outpatient Surgery when performed in a Specialist's office (5)	\$30 Copayment, then 10%, not subject to the Deductible	30%
Outpatient Surgery when performed in all other places of service	10%	30%
Medically Necessary Outpatient Endoscopic Procedures (i.e., Colonoscopy, Sigmoidoscopy, etc.)	10%	30%
OTHER SERVICES		
Ambulance Services	0%, not subject to the Deductible	
Dental Services for Accidental Injury	0%, not subject to the Deductible	
Outpatient Allergy Testing and Treatment Services	0%, not subject to the Deductible	30%
All Other Covered Services	10%	30%

Comprehensive Major Medical Notes

1. "Embedded processing" - A family plan with two kinds of Deductibles and Out-of-Pocket Maximums: one for an individual family member and one for the whole family. With family coverage, each Covered Person's Out-of-Pocket Maximum will not exceed the Out-of-Pocket Maximum for single coverage shown on the Schedule of Benefits.
2. The Coinsurance percentage will be the same for Non-Contracting Providers as Non-PPO Network Providers but you may still be subject to balance billing and/or Excess Charges. Payments to Contracting Non-PPO Network Providers are based on Allowed Amount. Payments to Non-Contracting Providers are based on the Non-Contracting Amount.
3. If any of these Covered Services are received on the same day, only one \$15 Copayment will be charged per day.
4. Includes Office Visits to a Psychiatrist or Psychologist, Licensed Independent Social Worker, Licensed Professional Clinical Counselor, and Licensed Marriage-Family Therapist.
5. If any of these Covered Services are received on the same day, only one \$30 Copayment will be charged per day.
6. Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
7. If a diagnosis of a medical Condition is made during the screening (e.g., removal of a polyp), the procedure is no longer considered routine and may be considered a diagnostic procedure under Surgical Services.

PRESCRIPTION DRUG BENEFIT

Prescription Drug Covered Services are subject to any Comprehensive Major Medical Out-of-Pocket Maximum shown in the Comprehensive Major Medical Schedule of Benefits. However, if a Brand Name Prescription Drug is purchased when a Generic Prescription Drug is available and medically appropriate (as determined by the Covered Person's Physician), the difference between the cost of the Generic and Brand Name Prescription Drug that the Covered Person pays is not counted toward the Out-of-Pocket Maximum.

Days Supply	30 days for retail Prescription Drugs 30 days for Specialty Prescription Drugs 90 days for Home Delivery Prescription Drugs
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The following Prescription Drugs are not subject to a Prescription Drug Copayment each time services are received from a Network Pharmacy or a Contracting Home Delivery Pharmacy:

- Prescribed Generic Prescription Drug Contraceptives or Brand Name Prescription Drug Contraceptives when an equivalent Generic Prescription Drug Contraceptive is not available.
- diabetic supplies including over-the-counter supplies(1), insulin, syringes/needles, glucomonitors and glucometers

RETAIL PHARMACY BENEFIT - UP TO A 30 DAY SUPPLY	
TYPE OF SERVICE	For Covered Services, you pay the following portion, based on the Allowed Amount
Generic Prescription Drugs	\$10 Copayment
Preferred Brand Name Prescription Drugs for which a Generic Prescription Drug is not available or manufactured	\$25 Copayment
Preferred Brand Name Prescription Drugs for which a Generic Prescription Drug is available or manufactured	\$25 Copayment plus the difference between the cost of the Generic Prescription Drug and the cost of the Brand Name Prescription Drug
Non-Preferred Brand Name Prescription Drugs for which a Generic Prescription Drug is not available or manufactured	\$40 Copayment
Non-Preferred Brand Name Prescription Drugs for which a Generic Prescription Drug is available or manufactured	\$40 Copayment plus the difference between the cost of the Generic Prescription Drug and the cost of the Brand Name Prescription Drug
Preventive Prescription Drugs and Vaccines in accordance with state and federal law.	\$0 Copayment
Prescription Drugs received from non-Network Pharmacies	You pay the entire amount at the Pharmacy and file a claim form with Medical Mutual. Medical Mutual will reimburse you for 75% of the Allowed Amount, minus the Prescription Drug Copayment as indicated. You may be responsible for any amount in excess of the Prescription Drug Covered Charges. If the Prescription Drug is not available from a Network Pharmacy, you will not be subject to this reduced reimbursement.
If your Prescription Drug Order is for a Prescription Drug that is available through the Home Delivery Prescription Drug program and you choose not to use the Home Delivery Prescription Drug program, you will be required to pay two times the appropriate Copayment shown when your Prescription Order is filled beyond the second time within a 180-day period.	

SPECIALTY PRESCRIPTION DRUGS - UP TO A 30-DAY SUPPLY	
TYPE OF SERVICE	For Covered Services, you pay the following portion, based on the Allowed Amount
Generic Cancer Oral Chemotherapy Prescription Drugs	\$10 Copayment
Specialty Prescription Drugs (other than Cancer Oral Chemotherapy Drugs)	20% to a maximum of \$250
Cancer Oral Chemotherapy Brand Name Prescription Drugs for which a Generic Prescription Drug is available or manufactured (2)	\$100 Copayment per Prescription Fill, plus the difference between the cost of the Generic Prescription Drug and the cost of the Brand Name Prescription Drug
Cancer Oral Chemotherapy Brand Name Prescription Drugs for which no Generic Prescription Drug is available or manufactured (2)	\$100 Copayment per Prescription Fill

CONTRACTING HOME DELIVERY PHARMACY BENEFIT - 90 DAY SUPPLY	
TYPE OF SERVICE	For Covered Services received from a CONTRACTING Home Delivery Pharmacy, you pay the following portion, based on the Allowed Amount
Generic Prescription Drugs	\$25 Copayment
Preferred Brand Name Prescription Drugs for which a Generic Prescription Drug is not available or manufactured	\$60 Copayment
Preferred Brand Name Prescription Drugs for which a Generic Prescription Drug is available or manufactured	\$60 Copayment plus the difference between the cost of the Generic Prescription Drug and the cost of the Brand Name Prescription Drug
Non-Preferred Brand Name Prescription Drugs for which a Generic Prescription Drug is not available or manufactured	\$90 Copayment
Non-Preferred Brand Name Prescription Drugs for which a Generic Prescription Drug is available or manufactured	\$90 Copayment plus the difference between the cost of the Generic Prescription Drug and the cost of the Brand Name Prescription Drug
Preventive Prescription Drugs and Vaccines in accordance with state and federal law.	\$0 Copayment

Coverage is provided for Contracting Home Delivery Pharmacies only. Services received from any Non-Contracting Home Delivery Pharmacy are excluded.

Prescription Drug Notes

1. Over-the-counter supplies require a Prescription Drug Order.
2. If oral chemotherapy is being prescribed for a Condition other than cancer and is approved by the FDA or determined to be Medically Necessary for that Condition (as further described in the Prescription Drug Benefit), the Copayments, Deductibles and Coinsurance shown above that apply to other types of Prescription Drugs will apply.

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	
If you have single coverage:	\$50
If you have family coverage:	\$150
Maximum benefit payable per Covered Person per Benefit Period	
Under age 19:	Unlimited
Age 19 and over:	\$1,500
Dependent Age Limit	The end of the month of the 26th birthday, if he or she meets the requirements of an Eligible Dependent. See "Eligibility" for optional extension to age 28.

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

Type of Service	Maximums and Limitations
Initial and Periodic Oral Evaluations	Two evaluations per Benefit Period
Bitewing x-rays	One set per Benefit Period
Full mouth / Panoramic x-rays	One every 36 months
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	One per Benefit Period for Eligible Dependent children under age 19
Dental Sealants ¹	One every 36 months for Eligible Dependent children under age 14
Space Maintainers	For Eligible Dependent children under age 19
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Crowns	Once every five years per tooth
Fixed Partial Dentures (Bridges)	Once every five years per unit
Dentures (Complete and Partial)	Once every five years Relining and rebasing is covered if done no less than six months after initial placement but not more than once in any 36 month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

¹ Dental sealants are limited to eligible teeth free from decay or restorations on the occlusal surface.

DENTAL PAYMENT SCHEDULE	
Type of Service	You Pay the Following
Routine Preventive Services <ul style="list-style-type: none"> • initial and periodic oral evaluations • bitewing x-rays • prophylaxis • space maintainers • topical fluoride applications • dental sealants¹ • full mouth/panoramic x-rays 	0% of the Traditional Amount No Deductible is required for these services.
Essential Services <ul style="list-style-type: none"> • diagnostic x-rays • consultations/other evaluations • amalgam or resin based composite fillings • endodontic services • periodontal services • impactions • extractions • repairs, relines & adjustments of prosthetics • general anesthesia • IV sedation • minor oral surgery • emergency palliative treatments, including emergency oral evaluations 	20% of the Traditional Amount
Complex Services <ul style="list-style-type: none"> • inlays • onlays • crowns • fixed partial dentures (bridges) • dentures (complete & partial) 	50% of the Traditional Amount
Orthodontic Treatment	50% of the Traditional Amount

ORTHODONTIC TREATMENT	
Eligibility	Available for Eligible Dependent children under age 19 only.
Lifetime maximum benefit payable per Covered Person Non-Medically Necessary: Medically Necessary: (Retainer appliances are limited to one per arch)	\$1,000 Unlimited
Deductible	No Deductible is required for Orthodontic Treatment

PREDETERMINATION OF BENEFITS

Required for any Course of Treatment exceeding \$200 or involving major restorations.