

**AGREEMENT**  
**BETWEEN**  
**CITY OF BEDFORD HEIGHTS**  
**AND**  
**FRATERNAL ORDER OF POLICE, LODGE #67**  
**BEDFORD HEIGHTS DIVISION**  
**(PATROL)**

**Effective January 1, 2023 through December 31, 2025**

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EXHIBIT A – SCHEDULE OF BENEFITS

**ARTICLE I**  
**PURPOSE**

**Section 1.** This Agreement is entered into between the City of Bedford Heights, Ohio ("City") and the Fraternal Order of Police Lodge #67 -- Bedford Heights Division ("F.O.P.").

**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 F.O.P. as the sole and exclusive collective bargaining representative of the employees covered by this Agreement

**Section 2.** The members of such bargaining unit are all full-time sworn Patrolmen.

**Section 3.** The categories of employees excluded from the bargaining unit includes all Sergeants or above, and all other full-time and part-time employees of the City.

**ARTICLE III**  
**F.O.P. MEMBERSHIP, MEETINGS AND DUES**

**Section 1.** The City agrees to deduct from each payroll, dues, fees and assessments in an amount certified to be current by the Secretary/Treasurer of the F.O.P., 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 F.O.P. in the full amount deducted.



**Section 2.** No member of the bargaining unit shall be required to become a member or financially support the F.O.P. as a condition of employment. If an existing bargaining unit member seeks to terminate his membership with the F.O.P., the member must provide written notice of the same to the City and to the F.O.P., with his or her name and the effective date of the termination.

**Section 3.** 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 F.O.P. Membership in the F.O.P. is not compulsory. Members of the bargaining unit have the right to join or not to join the F.O.P. 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 F.O.P.

**Section 4.** The F.O.P. 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 F.O.P. shall indemnify the City for any such liabilities or damages that may arise.

**Section 5.** The City shall not interfere with or prevent bargaining unit members and their representatives from meeting on City property for the purpose of conducting F.O.P. business. However, such meeting time and place shall be presented to the Chief in advance, for approval. The Chief shall not unreasonably withhold approval.

**Section 6.** Members of the F.O.P. Contract Committee, which shall not exceed four (4), elected or appointed by the F.O.P. shall have authorized leave from duty for all meetings which are arranged by the City and the F.O.P. without loss of pay.

**Section 7.** The City will provide an aggregate total of sixty (60) hours per year for Union business which may be used by officers of the Union to participate in authorized Union meetings, provided, however, that prior to such meetings, the employees will advise the Chief or Executive Officer.

**ARTICLE IV**  
**NON-DISCRIMINATION**

Both the City and the F.O.P. recognize their respective responsibilities under the Federal and State Civil Rights laws, Fair Employment Practice acts and other similar Constitutional and Statutory requirements. Therefore, both the City and the F.O.P. hereby reaffirm their obligation to comply with federal, state, and local laws regarding documentation to discriminate, including discrimination against F.O.P. membership. The male pronoun or adjective, where used herein, refers to the female also, unless otherwise indicated.

**ARTICLE V**  
**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 Division of Police of the Department of Public Safety, determine staffing policy, 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 F.O.P. and each employee, and any changes shall be communicated in advance to the Officers of the F.O.P.);
- (c) To determine the size, composition and adequacy of the workforce;
- (d) To establish and determine job qualifications and duties and to establish the education and training requirements for the Department;
- (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 lay off employees;
- (h) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (i) To determine location of facilities and to introduce new and/or improved equipment and methods;
- (j) To determine the financial policies and procedures of the City, including the exclusive right to allocate and expend all funds of the City;
- (k) 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 VI**  
**EMPLOYEE RIGHTS**

**Section 1.** The personnel file for all bargaining unit members shall be maintained under the custody and control of the City. Upon written request, a member shall have the right to review their own personnel file once per year and prior to any disciplinary meeting or hearing. A minimum of twenty-four (24) hours' written notice is required when requesting said review.

**Section 2.** Except for supervisory and administrative personnel with a legitimate need to know, and except for courts of competent jurisdiction and consistent with current federal or state law, a member's personnel file shall not be available for review by anyone. If a request is made to inspect and/or copy records within a member's personnel file pursuant to Revised Code Section 149.43, the employer shall, if possible, provide a member five (5) working days' notice. Within the notice period, the member may pursue any legal means available to protest some or all of the requested disclosure. Any member may copy documents in their file.

**Section 3.** If upon examining his or her personnel file, a member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the contended inaccuracy. If the Chief concurs, he shall either remove the inaccurate document

or attach the member's memorandum to the file noting his concurrence with the member's contentions. While an employee may not alter any documents reviewed in their personnel file, they may offer written clarification, explanation or rebuttal to any of the file's contents by following the departmental chain of command.

**Section 4.** Employees who are the subject of investigations of any nature shall be afforded their constitutional rights as required by law, including Miranda and Garrity rights. All investigations shall be done at reasonable times and places and shall be conducted in a manner consistent with professional law enforcement standards.

**Section 5.** Disciplinary actions more than three (3) years old will not be considered for the purpose of progressive discipline.

## **ARTICLE VII** **HOURS OF WORK AND OVERTIME**

**Section 1.** The work week is forty (40) hours, the work day is eight (8) hours and the work year is 2,080 hours.

**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 by seniority within each respective division of the department. The least senior employee will be required to perform the work.

**Section 3.** Base pay contemplates, on the average, five shifts per week of eight hours each, as set forth in an assignment list published monthly under the direction of the Chief or his designee. No employee shall be entitled to overtime compensation for these regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another police employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts") even though such shift trade requires approval of the Chief or his designee.

**Section 4.** Employees shall be compensated for overtime hours worked in excess of eight (8) hours in a day or forty (40) hours per week, but not both. Moreover, the overtime for hours worked in excess of eight (8) hours will not apply where an employee voluntarily works a “double” and utilizes sick leave during the workweek. Overtime shall be defined as compensation or compensatory time, and shall be calculated at the rate of time and one-half an employee's regular base rate, including longevity, divided by 2,080 hours. There shall be no adjustment for special assignment pay arising from overtime compensation. Sick leave shall be excluded from the calculation of time in active pay status for overtime purposes.

**Section 5.** An employee may choose to receive all overtime in either compensation or compensatory time at the time the overtime is worked. An employee may accumulate compensatory time up to two hundred fifty (250) straight-time hours, at which point all overtime shall be paid as earned. However, employees may buy back accumulated compensatory time at any time by advising the Chief in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is cashed-out.

**Section 6. Training.**

(a) For purposes of this Article, all mandatory training, excluding travel time to and from school, shall be considered time worked.

(b) For purposes of this Article, all voluntary training and off-premises classroom education, including related field work, which has been approved by the Chief of Police or his designee shall be paid either in compensatory time or overtime only at the base rate. (Employees are -not to be compensated for non-classroom study time.)

(c) All travel time to and from training, whether voluntary or mandatory, shall be paid either in compensatory time only at the base rate, unless an employee has accumulated two hundred fifty (250) straight-time hours of compensatory time, at which time said training shall be paid in compensation at the base rate.

(d) Officers who are designated and assigned as Field Training Officers (FTOs) shall be paid one hour's pay for each shift spent in training or retraining employees.

**Section 7. Court Time.**

(a) Police employees, when required to appear in Bedford Municipal Court at a time when the beginning and end of the appearance is wholly during off duty hours, shall be paid for the actual time spent in attendance at such Court (including reasonable travel time) at a minimum of three (3) hours of regular base pay, or overtime, whichever is appropriate. Employees required to appear in any other courts shall be paid for the actual time spent in attendance at court or a minimum of four (4) hours. If an officer has worked the third shift the evening before a court appearance, the officer shall be paid for the actual time spent in attendance at court or a minimum of four (4) hours. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he/she commences his/her normal shift of duty, or is required to remain on duty after his/her normal shift of duty, or is required to remain on duty after his/her normal quitting time to complete a Court appearance which begins while on duty, he/she shall be treated as being on overtime during those extra hours, instead of the foregoing minimums. No person shall be entitled to payment under this Section unless required to appear in Court by the directive of a superior, by a directive of the Department of Law, or by subpoena legally issued and served in a case in which the City is a party to the action, either directly or as the arresting entity in a criminal action prosecuted in the name of the State of Ohio.

(b) Employees who are required to use their personal vehicle to travel to and from the police station to Court shall receive mileage at the rate established by the City.

**Section 8. Call-in Time.** Police employees, when required to report to work other than for court or training evolutions not contiguous to regular scheduled shift time, shall be paid for actual time worked or a minimum of four (4) hours of compensatory time.

**Section 9.** Bargaining unit members shall be paid double time when working a second shift on a legal holiday.

**Section 10.** The City will permit employees to trade shifts under the following conditions:

- (a) Employees must complete a form which includes, but is not limited to, the dates of the trade and the payback date.
- (b) Trades must be repaid within thirty (30) days.
- (c) An employee can initiate no more than six (6) trades per year.
- (d) A single trade equals one (1) shift or two (2) consecutive shifts.
- (e) Employees cannot owe more than twenty-four (24) hours of trades at any given time.

Trades can be denied, even if within the above-defined parameters, due to serious operational need.

**ARTICLE VIII**  
**SALARIES AND OTHER COMPENSATION**

**Section 1. Annual Base Pay.** Employees covered by this Agreement, shall receive the following annual compensation for the work year, which shall be known as “Base Pay”:

| <u>Rank</u>                        | (3.0%)<br><u>Effective 01/01/2023</u> | (3.0%)<br><u>Effective 01/01/2024</u> | (3.0%)<br><u>Effective 01/01/2025</u> |
|------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| Patrolman, Probationary*           | \$62,383.77                           | \$64,255.29                           | \$66,182.94                           |
| Patrolman, 2 <sup>nd</sup> Grade** | \$74,513.44                           | \$76,748.85                           | \$79,051.31                           |
| Patrolman, 1 <sup>st</sup> Grade   | \$82,354.93                           | \$84,825.57                           | \$87,370.34                           |

\*Probationary period is 18 months.

\*\*2<sup>nd</sup> Grade is 6 months.

**Section 2. Adjustment for Longevity.** For employees hired prior to December 1, 2019, their 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                  |

\*No employee shall receive a longevity bonus greater than \$4,000.00 per year.

Employees hired on or after December 1, 2019 shall receive an annual payment upon completion of three (3) years of continuous employment and service in the following amounts:

| <u>Years of Service</u> | <u>Annual Payment</u> |
|-------------------------|-----------------------|
| 4 to 8 years            | \$600                 |
| 9 to 13 years           | \$900                 |
| 14 to 18 years          | \$1200                |
| 19 to 22 years          | \$1500                |
| 23 years and over       | \$1800                |

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 3. Pension.** The City will make a contribution to the Police and Fire Pension Fund of 19-1/2% or as required by state law.

**Section 4.** Members of the bargaining unit are to be paid every two (2) weeks, on Friday, except in cases of emergency.

**Section 5.** The City reserves the right to hire "lateral" police officers at the Probationary, 2<sup>nd</sup> Grade or 1<sup>st</sup> Grade rate.



**ARTICLE IX**  
**PROFESSIONAL PROFICIENCY**

**Section 1.** All members of the bargaining unit that meet or exceed the State of Ohio Annual Certification O.R.C. §109.801 for police officer qualifications will be paid an annual \$675.00 professional proficiency allowance.

Satisfactory qualification will be evidenced by a letter of qualification from the range officer and/or the training officer to the employee or the City that each officer has met the requirements as set forth in O.R.C. §109.801. This proficiency shall be a one-time annual gross payment (separate check) on or before December 1<sup>st</sup> of each year.

**ARTICLE X**  
**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

The City will permit up to two (2) weeks of vacation to be taken one day at a time with advanced written permission of the Police Department management.

**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. No more than one (1) officer per shift shall be allowed off for vacation at any one time. In case of emergency or unusual circumstances requiring an officer to work during their vacation period, the officer shall receive compensation for the time he would have had as vacation, if recommended by the Chief and approved by City Council.

**Section 3.** For purposes of this Article, length of service shall be determined by the date of hire or date of appointment or election and qualification for office of each employee. No vacation credit shall be given to any employee hired by the City who has previously accumulated vacation time due from another public employer.

**Section 4. Selection of Vacations.**

(a) Each December, 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. No more than one (1) employee per shift shall be allowed off for vacation at any one time. 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. Employees may hold a maximum of two (2) weeks of vacation per year to be split into single days. All selections must be made prior to December 31<sup>st</sup> of the year prior to the vacation selection. As indicated, vacations, insofar as practicable, will be granted according to employee requests. However, the Chief shall have exclusive authority to allot vacation periods and to change such allotments.

**Section 5. Holidays.** Each employee shall be entitled to thirteen (13) paid holidays (104 hours) per calendar year, as approved by the Chief of Police, 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         |

The 104 hours of holiday time will be available for use by employees on January 1<sup>st</sup>. However, an employee separating from employment will be entitled to cash-out only the pro-rated value of the 104 hours, if a pro-rated amount remains.

No police employee shall be entitled to time off on a city, state or federal holiday unless such time is requested and approved by the Police Chief, providing the request is submitted no later than forty-eight (48) hours before the commencement of the holiday (except in cases of emergency as determined by the Chief or his designee). Employees who are required to work on a holiday shall be paid one and one-half (1-1/2) times their regular rate of pay.

**Section 6.** Employees shall be entitled to priority holiday picks for four (4) of their thirteen (13) paid holidays per calendar year. Priority picks shall be made in order of request and must be exercised at least fourteen (14) days prior to the requested date. The City will guarantee one (1) priority pick per shift per day. Additional priority picks may be exercised upon approval of the Chief of Police. No priority picks may be made on any city, state or federal holidays. No priority picks shall be granted between December 13<sup>th</sup> and December 31<sup>st</sup> of any year. Before offering overtime as a result of any priority holiday pick, the City reserves the right to cover staffing by changing shifts based on inverse seniority unless a volunteer has been secured for the shift change.

**Section 7.** At the time of an employee's annual vacation selection (in accordance with Article X, Section 4(a)), the employee may attach one (1) or two (2) priority holidays to extend his/her vacation period. Notwithstanding this, no employee will be permitted to extend a scheduled vacation beyond two (2) weeks.

**ARTICLE XI**  
**HOSPITALIZATION AND LIFE INSURANCE**

**Section 1.** (a) The City will maintain current group insurance benefits including health, dental and vision in accordance with attached Exhibit "A" or overall equivalent benefits provided by another carrier.

All employees shall contribute ten percent (10%) of the premium (or the fully-insured equivalent rate) for family hospitalization, prescription drug, dental and vision coverage, and for single hospitalization, prescription drug, dental and vision coverage.

Effective April 1, 2020, all employees shall contribute twelve percent (12%) of the premium (or the fully-insured equivalent rate) for family hospitalization, prescription drug, dental and vision coverage, and for single hospitalization, prescription drug, dental and vision coverage.

The City shall create a Section 125 plan, which will permit the City to make the 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) 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 minimums.

(d) The use of generic equivalent drugs whenever available and mail order for maintenance drugs (those requiring two or months of usage) shall be mandatory. The mandatory use of generic drugs shall be waived where the patient's physician has documented a requirement that the patient be prescribed the non-generic version of the drug.

(e) Where an employee's spouse has health coverage available through his/her employer, and the spouse remains covered under the City's plan, the employee shall be assessed an additional \$300.00 per month, effective January 1, 2023.

**Section 2.** **Life Insurance.** The City shall provide a term life insurance policy, with a face value of \$20,000.00, to each employee. An employee, at his/her own cost, may request an additional \$20,000.00 of life insurance coverage, provided the employee authorizes a payroll deduction to cover the premium of the additional life insurance coverage.

## **ARTICLE XII** **SICK LEAVE**

**Section 1.** Each full-time member of the bargaining unit shall be entitled to sick leave of 3.1 hours for each completed eighty (80) hours of service. Employees may use sick leave, upon approval of the Chief or his designee, for absence due to illness, injury, pregnancy, childbirth, or exposure to a contagious disease that could be communicated to other employees. Unused sick leave shall be cumulative without limit for a maximum period of twenty-eight (28) years.

**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 Chief 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 Chief 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.** Each employee with ten (10) or more years of service shall be entitled to withdraw pay from their accumulated sick time at any period prior to their retirement, provided their request for early withdrawal is made in writing to the Director of Finance in January of each year on a form provided by the City. The maximum withdrawal is ten thousand dollars per year by any eligible employee. Additional withdrawals may be approved by the Director of Finance.

**Section 4.** Early withdrawal compensation of sick time will be computed on the basis of an employee's hourly rate of pay at the time of hire, combined with the hourly rate of pay at the time of his or her withdrawal, divided by two and multiplied by their accumulated sick hours being withdrawn at the time.

**Section 5.** Employees who have acquired ten (10) or more years of service shall, at the time of their retirement, receive pay for unused sick leave based upon their hourly rate of pay at the time in which they were hired combined with the hourly rate of pay at their retirement divided by two and multiplied by his or her accumulated sick time hours. Such payment shall be made only to an employee or the employee's estate.

**Section 6.** For the purpose of such payment, the maximum permitted accumulation of unused sick time shall not exceed twenty-eight (28) years of service from an employee's anniversary date of hire. However, an employee retained in the employment of the City after twenty-eight (28) years of service shall be permitted to accumulate sick time hours solely for the purpose of sick leave in any given year thereafter.

**Section 7.** 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.

**Section 8.** Twenty-four (24) hours of compensation shall be paid to every bargaining unit member for each six (6) month period (January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup>) the member does not utilize sick time.

**ARTICLE XIII**  
**LINE OF DUTY INJURY LEAVE**

An employee shall be eligible for this benefit where he/she is disabled as a direct result of the following while acting as a full-time employee of the City:

- An automobile accident occurring during the course of a high-speed chase;
- A fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
- The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
- An injury which is the result of being struck by a vehicle while directing traffic or investigating a traffic violation or traffic accident;
- An injury which occurs during high risk training;
- An injury that occurs during a pursuit while on a Police Bicycle; or
- Any other injury determined by the City to be the result of a hazardous-type circumstance.
- An automobile accident occurring during the course of a high-speed chase, or when responding to a call for service with lights and sirens, where the accident occurred while the officer was operating the vehicle in a manner that was reasonable under the circumstances.

If such disability prevents the employee from performing duties as such municipal employee, the employee shall be paid their monthly salary during the continuance of such disability, but for a period not to exceed one hundred twenty (120) calendar days from the date that such disability was incurred, unless granted an extension per the City's discretion. However, such payments shall be offset by any sums paid as benefits to such disabled municipal employee by any pension fund established by the City and the Workmen's Compensation Fund of the State subject, however, to the following conditions and provisions:

- (a) A certificate of the attending physician or surgeon certifying to the disability and the cause thereof shall be filed with the Safety Director within ten days of the date of injury. The Safety Director shall have the right to designate a physician and/or surgeon at any time to examine the applicant at any time during

such disability and shall have access to and copies of all medical, hospital and x-ray reports connected therewith furnished upon request.

(b) In the event a disagreement as to the nature of such disability arises between the attending physician and the examining physician for the City, such two physicians shall, upon written request of either party, name a third physician and/or surgeon who shall, within ten (10) days thereafter, make an examination and report his/her findings and opinion to the Safety Director and the claimant, and whose report shall be final. Each party shall pay one-half (1/2) of such examination expense.

(c) Should the attending physician and the examining physician of the City be unable to agree upon a third physician, then The President of the Academy of Medicine of the City of Cleveland shall be requested to name such third physician, whose opinion shall be acted upon and whose services shall be paid for as set forth in the foregoing subsection.

(d) As a condition precedent to receiving the benefits provided for in this section, the employee shall assign to the City that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the City pursuant to this section.

(e) Line of duty injury leave shall not reduce an employee's accumulated sick time.

#### **ARTICLE XIV** **FUNERAL LEAVE**

**Section 1.** When death occurs in an employee's immediate family (i.e., spouse, child, parent, grandparent and parent-in-law, brother and sister-in-law, brother, sister and spouse's grandparent), 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), on which he otherwise would have worked and provided he attends the funeral service or memorial service in lieu of the funeral service. Such payment will be at the employee's normal rate. Payment under this provision will not be made if it



duplicates payment received for any other reason. 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 Chief may agree to another method. Permission to attend any funeral service for individuals not defined herein may be requested by a Police Officer pursuant to permission of the Police Chief.

**ARTICLE XV**  
**LEAVES OF ABSENCE**

**Section 1.**     **Military Leave.**         Employees shall be granted leaves of absence for military duty in accordance with federal and state law. In the case of a declared war, the City shall pay the difference between the employee's pay with the City and his or her military pay.

**Section 2.**     **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 served.

**Section 3.**     **Unpaid Personal Leave.**         Leaves of absence for good reasons without pay may be granted at the sole discretion of the Chief and the Mayor.

**ARTICLE XVI**  
**CLOTHING ALLOWANCE AND**  
**UNIFORM MAINTENANCE ALLOWANCE**

**Section 1.**     **Clothing Allowance.**         Each full-time member of the Division of Police, regardless of rank, shall receive a purchase order designated for the purchase of regularly prescribed uniform and police-related equipment. Such purchase order shall be valued at a maximum of Four Hundred Seventy-five Dollars (\$475.00) in any twelve-month period, except that the maximum allowance for all new appointees during their first year of service shall be in such amount as is approved by the Chief to provide sufficient adequate uniforms and equipment. Effective in 2020, the uniform allowance shall be increased to Five Hundred Seventy-Five Dollars (\$575.00). All such uniforms and equipment shall be purchased by the employee at stores and/or vendors approved and designated by the Chief.

Each full-time member of the Division of Police shall, in addition to the above, receive an annual maintenance allowance of Six Hundred Seventy-five Dollars (\$675.00) for cleaning of such uniforms. The maintenance allowance shall be issued to the employee and distributed to the Chief or his designee in equal amounts on April 15 and October 15 of each year.

**Section 2.** Any Patrolman incurring damage or destruction to any personal equipment, clothing or gear in the performance of his official duty shall be entitled to reimbursement from the City upon presentation of a claim to the Chief, with satisfactory proof thereof.

**Section 3.** **Reimbursement of Clothing Allowance.** Any uniforms or equipment paid for by the City pursuant to this provision shall be and remain the property of the City during an employee's probationary period. Upon receiving a permanent appointment, such uniform or equipment shall become the property of the employee. All probationary employees who do not receive a permanent appointment or leave the City during the probationary period shall be required to reimburse the City for the value of any uniforms and maintenance allowance provided to the employee.

## **ARTICLE XVII** **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. 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 one (1) year;

- (d) Is absent without notice for one (1) full duty day, unless the employee is prevented from calling due to exigent circumstances;
- (e) Fails to report for work when recalled from layoff within three (3) 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 eighteen (18) months from the date of employment. If the conduct, capacity, fitness or aptitude of a probationary employee is unsatisfactory, he may be discharged at the sole discretion of the appointing authority at any time. Such employee shall not be subject to the grievance procedure.

(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.

**ARTICLE XVIII**  
**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.** The grievance procedure outlined in this Article is the sole means for addressing alleged violations of the parties' Agreement.

**Section 9.** 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 10.** 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 11. Procedure.**

**Step 1:**

An employee may present his grievance orally or in writing to the respective Bureau Commander (Uniform Patrol Commander or Investigations Commander), through the F.O.P. representative or personally. The Bureau Commander shall attempt to adjust the matter in a meeting between the F.O.P. representative, the aggrieved and himself. If the grievance is presented orally and the Bureau Commander's disposition is not satisfactory, the matter shall be reduced to writing on the forms provided by the F.O.P. When the grievance is reduced to writing, there should be set forth in the same space provided all of the following:

- (a) A statement of the grievance clearly indicating the question raised by the grievant;
- (b) Remedy or correction which is desired;
- (c) A section or sections of the Agreement, if any, relied upon or claimed to have been violated;  
and
- (d) The date the grievance occurred

The Bureau Commander 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 Bureau Commander's disposition.

**Step 2:**

Within ten (10) days of appeal to Step 2, there shall be a meeting between the employee, the F.O.P. representative and the Chief, at which time the grievance shall be discussed. The Chief shall render a disposition in writing within ten (10) days following the meeting.

**Step 3:**

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal may be filed with the Mayor within five (5) days from the date of the Chief rendering his decision. A copy of the Chief's decision 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 F.O.P. 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 F.O.P.'s representative with a copy to the employee within twenty (20) days from the date of the hearing.

**ARTICLE XIX**  
**ARBITRATION**

**Section 1.** 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 fifteen (15) days after the rendering of the decision at Step 3 or a default by the City at Step 3, the F.O.P. may submit the grievance to arbitration. Within this fifteen (15) 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 2.** 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 3.** 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 4.** The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of American Arbitration Association.

**Section 5.** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 6.** 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 7.** The F.O.P. 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 F.O.P. failed to fairly represent a member of the bargaining unit in the exercise of his rights in this procedure.

**ARTICLE XX**  
**NO STRIKE / NO LOCKOUT**

**Section 1.** The F.O.P. 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 F.O.P. 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 F.O.P. 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 F.O.P. Furthermore, the F.O.P. 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

## **ARTICLE XXI** **PHYSICAL EXAMINATIONS**

The City may require employees of the Division of Police to submit to a complete physical examination and a complete stress test based upon a schedule as devised exclusively by the contracted physician who is to perform the examination. All employees shall submit to a physical no more than once a year. This examination shall only be related to the ability of the employee to perform his/her job. Each employee shall authorize the physician to submit a written report of the examination findings relative to the ability of the employee to perform his/her job to the Chief.

If an employee is found to be unable to perform his/her duty, the employee may elect to receive a second opinion from a physician of his/her choice, at his own expense. In the event the physician selected by the employee concludes the employee is able to perform his/her duties, the City and F.O.P. shall agree



on a third physician, whose opinion shall control. The cost of the third examination shall be shared by the parties

**ARTICLE XXII**  
**COMPENSATION AT RESIGNATION, DISMISSAL,**  
**RETIREMENT OR LAYOFF**

**Section 1.** If an employee is eligible to receive vacation, holiday, longevity compensatory time, or any other pay normally received in the course of employment, which also includes pro rata pay due for the current year at the current rate of pay in accordance with the applicable provisions of the ordinance of the City, shall be paid to the employee or in the event of death to the employee's estate.

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

**ARTICLE XXIII**  
**MISCELLANEOUS**

**Section 1.** (a) **Reimbursement of Training Expenses.** If an employee voluntarily terminates his employment with the City within two (2) years from initial date of employment, the employee will reimburse the City for the cost to the City of all basic and special training, educational courses of study, seminars and any other related special educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the City.

(b) Any new training, schooling, classification or position will be offered to all existing members before any new members are hired for said purpose.

(c) The City shall pay for schooling and/or training if approved by the Chief.

**Section 2.** **Printing and Supplying.** This Agreement and any future Agreement shall be supplied to each employee by the City and the F.O.P. within thirty (30) days after execution of the Agreement at no cost to the employee. The City shall supply the F.O.P. with necessary paper, and the F.O.P. shall print the agreement and supply each member with a copy of the agreement.

**Section 3.**     **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, which shall be grieved through the grievance/arbitration procedure.

**Section 4.**     **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 that arises directly out of the work environment.

**Section 5.**     Upon retirement, members may purchase their service weapon for fifty dollars (\$50.00), provided they have not been diagnosed with a mental condition inhibiting their ability to own or use a firearm.

**ARTICLE XXIV**  
**SAFETY AND LABOR RELATIONS COMMITTEE**

**Section 1.**     To provide for means of better communication and understanding between the City of Bedford Heights and the Fraternal Order of Police, a Safety and Labor Relations Committee is established. The committee shall consist of no more than two (2) representatives each from the City and the bargaining unit. The chairman of the F.O.P. Negotiating Committee shall notify the Chief of Police as to F.O.P. representatives.

**Section 2.**     The committee shall meet not more than once per calendar quarter to confer on matters of mutual concern. At least one (1) week prior to any quarterly meeting, either party may submit in writing an agenda to be discussed. Individual grievances shall not constitute appropriate subject matter for this committee.

**Section 3.** The parties have agreed that interdepartmental policy on the following specific subjects will form the Agenda for the initial committee meetings.

Mandatory annual training time for weapons and tactics.

Officer rights to include, at the least, "citizen complaints" and "personnel records." Personnel records discussions will include the length of time matters of derogatory nature should remain in an individual's file.

Patrol officers' advisory input into planned departmental purchases of police equipment (i.e., weapons, radios, vehicles).

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

#### **ARTICLE XXV** **PHYSICAL PROFICIENCY**

Effective January 1, 2001, the City and Union will develop a Physical Proficiency Program that, if successfully passed by the employee, will result in an annual \$600.00 allowance on the following basis:

- (a) The City and Union shall create a physical standards committee comprised of at least two Union members and no less than one member of management. This committee shall meet during working hours where practical and shall not interfere in the regular duties of the department.
- (b) This committee shall create the standards for physical standards test. Provided, however, that the City shall have the right to implement such test after meeting and discussing with the Union. This test shall have reasonable standards based on those skills necessary for performance as a police officer and must be applied in a fair manner.
- (c) In order to be eligible for the allowance, the employee must qualify no later than December 15 of the test year. Testing shall begin in August of the year. If an employee fails the test, he/she shall have two (2) additional attempts to take the test. These attempts must be no less than two (2) weeks apart. Preparation for this test must be on non-work time and at the employee's own expense.

**ARTICLE XXVI**  
**LEGALITY**

It is the intent of the City and the F.O.P. that this Agreement comply 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 XXVII**  
**OBLIGATION TO NEGOTIATE**

**Section 1.** The City and the F.O.P. 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 F.O.P. 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 XXVIII**  
**DURATION**

This Agreement shall be in full force and effect from the date of ratification (February 7, 2023), through December 31, 2025. Upon written notice by either party to the other, given on or before November 1, 2025, negotiations for a new agreement commencing January 1, 2026, shall begin. Such negotiations shall begin within one (1) week after notice is given. If no notice is given then by either party, this Agreement, as in effect on December 31, 2025, will continue in effect for succeeding calendar years, except that either party may, on or before November 1<sup>st</sup> of each succeeding year, give written notice to negotiate a new Agreement

to commence the following January 1. 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 \_\_\_\_ day of March, 2023.

CITY OF BEDFORD HEIGHTS

FRATERNAL ORDER OF POLICE,  
LODGE #67 – BEDFORD HEIGHTS  
DIVISION

By: \_\_\_\_\_  
Mayor Fletcher D. Berger

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jon M. Dileno  
Labor Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph D. Mando  
F.O.P. #67 General Counsel

Approved:

\_\_\_\_\_  
Ross S. Cirincione  
Law Director

2881-22-01

**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.

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

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

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.

| <b>BENEFIT MAXIMUMS PER COVERED PERSON</b>               |   |
|--|---|
| (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 Cardiac Rehabilitation Services | 36 visits   |
| 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  |

| <b>MAXIMUM LIFETIME BENEFIT PER COVERED PERSON</b> |          |
|--|----------|
| 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) |
| <b>IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.</b> |  |   |
| <b>EMERGENCY ROOM SERVICES</b>   |  |   |
| 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%   |
| <b>INPATIENT SERVICES</b>  |  |   |
| 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%   |
| <b>MENTAL HEALTH CARE, DRUG ABUSE AND ALCOHOLISM SERVICES</b>  |  |   |
| 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). |   |
| <b>OUTPATIENT REHABILITATIVE SERVICES</b>  |  |   |
| 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 (4)  | \$15 Copayment, then 10%, not subject to the Deductible  | 30%   |
| Respiratory Therapy Services   | 10%  | 30%   |
| Pulmonary Therapy Services (4)   | \$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) |
| <b>IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.</b>                                       |   |   |
| Speech Therapy Services (3)  | \$15 Copayment, then 10%, not subject to the Deductible   | 30%   |
| <b>PHYSICIAN/OFFICE SERVICES (includes Mental Health and Substance Abuse Disorders)</b>  |   |   |
| Immunizations  | 0%, not subject to the Deductible   | 30%   |
| Medically Necessary Office Visits (3) (5)  | \$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%   |
| <b>ROUTINE, PREVENTIVE AND WELLNESS SERVICES</b>   |   |   |
| Preventive Services in accordance with state and federal law (7)<br>(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) (8)  | 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%   |
| <b>SURGICAL SERVICES</b>   |   |   |
| Inpatient Surgery  | \$250 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) |
| <b>IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.</b> |   |   |
| Outpatient Surgery when performed in a Physician's office (3)  | \$15 Copayment, then 10%, not subject to the Deductible   | 30%   |
| 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.) when performed in a Physician's office (3)           | 10%   | 30%   |
| Medically Necessary Outpatient Endoscopic Procedures (i.e., Colonoscopy, Sigmoidoscopy, etc.) when performed in a Specialist's office (5)          | 10%   | 30%   |
| Medically Necessary Outpatient Endoscopic Procedures (i.e., Colonoscopy, Sigmoidoscopy, etc.) when performed in all other places of service        | 10%   | 30%   |
| <b>OTHER SERVICES</b>  |   |   |
| 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. If any of these Covered Services are received on the same day, only one \$30 Copayment will be charged per day.

7. 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.
8. 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.

Specialty Prescription Drugs are covered under this benefit when obtained through Medical Mutual's preferred specialty pharmacy and are limited to a maximum of a thirty (30) day supply. Specialty Prescription Drugs require prior approval from Medical Mutual.

|                      |   |
|----------------------|---|
| Maximum Days' Supply | 30 days for retail Prescription Drugs<br>30 days for Specialty Prescription Drugs<br>90 days for Home Delivery Prescription Drugs |
|----------------------|---|

### 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   |
| Prescribed Generic Prescription Drug Contraceptives or Brand Name Prescription Drug Contraceptives when an equivalent Generic Prescription Drug Contraceptive is not available   | \$0 Copayment, not subject to the Deductible  |
| Preventive Prescription Drugs and Vaccines in accordance with state and federal law.   | \$0 Copayment, not subject to the Deductible  |
| 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 based on the Allowed Amount, minus the Prescription Drug Copayment or Coinsurance, 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. |   |

**CONTRACTING HOME DELIVERY PHARMACY BENEFIT - 90 DAY SUPPLY**

| TYPE OF SERVICE  | For Covered Services received from a <b>CONTRACTING</b> 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      |
| Prescribed Generic Prescription Drug Contraceptives or Brand Name Prescription Drug Contraceptives when an equivalent Generic Prescription Drug Contraceptive is not available | \$0 Copayment, not subject to the Deductible   |
| Preventive Prescription Drugs and Vaccines in accordance with state and federal law.   | \$0 Copayment, not subject to the Deductible   |

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

**SPECIALTY PRESCRIPTION DRUGS - UP TO A 30-DAY SUPPLY from a Contracting Specialty Prescription Drug Pharmacy**

| TYPE OF SERVICE  | For Covered Services, you pay the following portion based on the Allowed Amount.  |
|--|---|
| Generic Specialty Prescription Drugs (other than Cancer Oral Chemotherapy Drugs)   | 20% to a maximum of \$250   |
| Brand Name Specialty Prescription Drugs for which no Generic Prescription drug is available or manufactured                    | 20% to a maximum of \$250   |
| Brand Name Specialty Prescription Drugs for which a Generic Prescription drug is available or manufactured                     | 20% to a maximum of \$250, 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   |
| 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 |

### **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 PPO NETWORK SCHEDULE OF BENEFITS

|  |  |
|--|--|
| Benefit Period   | Calendar year  |
| Dependent Age Limit  | The end of the month of the 26th birthday. See "Eligibility" for optional extension to age 28. |
| <b>PPO Network Benefit Period Deductible</b>   |  |
| If you have single coverage:   | \$50   |
| If you have family coverage:   | \$150  |
| <b>Non-PPO Network Benefit Period Deductible</b>   |  |
| If you have single coverage:   | \$50   |
| If you have family coverage:   | \$150  |
| The Out-of-Pocket Maximum per Benefit Period that applies to each Covered Person is shown below. You may see an Out-of-Pocket Maximum that applies to pediatric dental Covered Services for Covered Persons under age 19 only, or you may see one Out-of-Pocket Maximum that applies to both pediatric dental and major medical Covered Services. For Covered Persons age 19 and over, an Out-of-Pocket Maximum for dental expenses may not apply, and if it does, that Out-of-Pocket Maximum is separate from the Out-of-Pocket Maximum that applies to major medical coverage. |  |
| <b>PPO Network Out-of-Pocket Maximum per Benefit Period (Pediatric dental only)</b>  |  |
| Covered Persons under Age 19   |  |
| If you have single coverage:   | \$5,000  |
| If you have family coverage:   | \$10,000   |
| <b>Non-PPO Network Out-of-Pocket Maximum per Benefit Period (Pediatric dental only)</b>  |  |
| Covered Persons under Age 19   |  |
| If you have single coverage:   | Unlimited  |
| If you have family coverage:   | Unlimited  |
| <b>Maximum Benefit Payable per Covered Person per Benefit Period</b>   |  |
| Under age 19:  | Unlimited  |
| Ages 19 and over:  | \$1,500  |

### IMPORTANT - Read This Section

The choice of a Provider is solely yours. Dental Providers are designated as PPO Network or Non-PPO Network.

The amount of benefits which you will receive for Covered Services may vary depending upon the status of the Provider. To receive maximum benefits, Covered Services must be provided by PPO Network Providers. When Covered Services are provided by Non-PPO Network Providers, your benefits may be lower. This Schedule of Benefits tells you how much Medical Mutual will provide for benefits for Covered Services provided by PPO Network Providers and Non-PPO Network Providers.

Any amounts applied to your Deductible will also be applied to your Non-PPO Network Deductible. Any amounts applied to your Non-PPO Network Deductible will also be applied to your Deductible.

You will receive a list of PPO Network Providers. The status of a Provider may change from time to time. You should be sure of the status of your Provider before receiving Covered Services.

It is important that you understand how 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   |
|---------------------------------------|--|
| <b>Routine Preventive Services</b>    |  |
| Initial and Periodic Oral Evaluations | Two evaluations per Benefit Period   |
| Bitewing x-rays                       | One set per Benefit Period   |
| Prophylaxis                           | Two per Benefit Period   |
| Topical Fluoride Applications         | One per Benefit Period for Eligible Dependent children under age 19  |
| Dental sealants (1)                   | One per tooth every 36 months, for Eligible Dependent children under age 14  |
| Space Maintainers                     | For Eligible Dependent children under age 19   |
| <b>Essential Services</b>             |  |
| Full mouth / Panoramic x-rays         | One every 36 months  |
| <b>Complex Services</b>               |  |
| 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<br>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.<br>One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture. |



| <b>DENTAL PAYMENT SCHEDULE</b>   |  |  |
|--|--|--|
| Type of Service  | PROVIDER OF SERVICES   |  |
|  | PPO Network Provider   | Non-PPO Network Provider   |
|  | YOU PAY THE FOLLOWING  |  |
| <b>Routine Preventive Services (2)</b>   |  |  |
| <ul style="list-style-type: none"> <li>initial and periodic oral evaluations</li> <li>bitewing x-rays</li> <li>prophylaxis</li> <li>space maintainers</li> <li>topical fluoride applications</li> <li>emergency palliative treatments</li> <li>dental sealants (1)</li> <li>full mouth/panoramic x-rays</li> </ul>   | 0% of Lesser Amount<br>No Deductible is required for these services. | 0% of Lesser Amount<br>No Deductible is required for these services. |
| <b>Routine Preventive Services (2)</b>   |  |  |
| <ul style="list-style-type: none"> <li>emergency palliative treatments</li> </ul>  | 20% of Lesser Amount   | 20% of Lesser Amount   |
| <b>Essential Services (2)</b>  |  |  |
| <ul style="list-style-type: none"> <li>diagnostic x-rays</li> <li>consultations/other evaluations</li> <li>fillings</li> <li>endodontic services</li> <li>periodontal services</li> <li>extractions</li> <li>impactions</li> <li>repairs, relines &amp; adjustments of prosthetics</li> <li>general anesthesia</li> <li>IV sedation</li> <li>minor oral surgery</li> </ul> | 20% of Lesser Amount   | 20% of Lesser Amount   |
| <b>Essential Services (2)</b>  |  |  |
| <ul style="list-style-type: none"> <li>full mouth/panoramic x-rays</li> </ul>  | 0% of Lesser Amount  | 0% of Lesser Amount  |
| <b>Complex Services (2)</b>  |  |  |
| <ul style="list-style-type: none"> <li>inlays</li> <li>onlays</li> <li>crowns</li> <li>fixed partial dentures (bridges)</li> <li>dentures (complete &amp; partial)</li> </ul>  | 50% of Lesser Amount   | 50% of Lesser Amount   |
| <b>Orthodontic Services</b>  |  |  |
| Orthodontic Services   | 50% of Lesser Amount   | 50% of Lesser Amount   |

| <b>ORTHODONTIC SERVICES</b>                             |  |
|---|--|
| Maximum Benefit Payable per Covered Person under age 19 | \$1,000 per lifetime (Cosmetic Services)                                       |
| Minor treatment to control harmful habits               | One per lifetime. Available for Eligible Dependent children under age 19 only. |
| Eligibility   | Available for Eligible Dependent children under age 19 only.                   |
| Deductible  | No Deductible is required for Orthodontic services.                            |

**Predetermination of Benefits**

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

**Notes**

1. Dental sealants are limited to eligible teeth free from decay or restorations on the occlusal surface
2. Not all services within a category of dental services (e.g. Routine Preventive, Essential, Complex) are covered. For specific coverage questions, please contact Customer Care at the phone number shown on your identification card.

## DENTAL RIDER

This Rider amends your Benefit Book. Except as specified, your Benefit Book remains unchanged. When coverage under the Plan ends, coverage under this Rider also ends.

A Schedule of Benefits is included with this Rider. It gives you information about the limits and maximums of your coverage and explains your Coinsurance and Deductible obligations.

### DENTAL BENEFITS

This section describes the services and supplies covered if provided and billed by a Dental Provider. When alternate methods of treatment are available, the allowable amount will be based on the least costly method of treatment that Medical Mutual deems appropriate and Clinically Necessary. All Covered Services must be medically or Clinically Necessary.

The following are Covered Services:

- initial and periodic oral evaluations
- bitewing x-rays
- prophylaxis (cleaning)
- topical fluoride applications
- dental sealants, limited to eligible teeth free from decay or restorations on the occlusal surface
- space maintainers
- Emergency Palliative Treatment, including emergency oral evaluations
- diagnostic x-rays
- full-mouth/panoramic x-rays
- consultations and other evaluations by a Dental Specialist
- minor restorative services, including, but not limited to, fillings
- endodontic procedures, including pulpotomy, root canal treatment and apicoectomy (removal of the apex of the tooth root)
- Periodontal services, including removal of gum tissue around the necks of the teeth and the recontouring of the gum tissue
- repairs, relines and adjustments of prosthetics (complete and partial dentures, crowns, fixed partial dentures (bridges)
- extractions, including simple and surgical extractions and impactions
- minor oral Surgery, including alveoplasty (Surgery performed on the alveolar bone, including flap entry and closure) and vestibuloplasty
- general anesthesia for a covered oral or dental Surgery
- inlays
- onlays
- crowns that are not part of a fixed partial denture, including stainless steel crowns
- prosthetics, including complete dentures, fixed partial dentures (bridges), and removable partial dentures, are subject to the following:
  - If an appliance can be made serviceable, a replacement appliance is not covered. Refer to the Schedule of Benefits for more details.
  - Coverage is limited to standard procedures. Personalized restorations and specialized techniques in constructing dentures or fixed partial dentures are not covered.
- Orthodontic services consisting of installing tooth straightening appliances and all treatments for abnormally positioned teeth, are subject to the following limitations:
  - Benefits for Orthodontic services will be provided only as services are Incurred.