

ORDINANCE NO. 80-20

AN ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MEDINA AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE PATROL OFFICERS AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Patrol Officers is hereby ratified for the period of January 1, 2020 through December 31, 2022.

SEC. 2: That a copy of the Collective Bargaining Agreement is marked Exhibit A, attached hereto and made a part hereof, and is subject to the Law Director's final approval.

SEC.3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this contract is effective as of January 1, 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Effective date -- January 1, 2020 through December 31, 2022

COLLECTIVE BARGAINING
AGREEMENT

between the

CITY OF MEDINA

and

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(PATROL OFFICERS)

EFFECTIVE
THROUGH OCTOBER 31, 2022

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**ARTICLE 1
PREAMBLE**

Section 1. This agreement is hereby entered into by and between the City of Medina, hereinafter referred to as "the City," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA."

**ARTICLE 2
RECOGNITION**

Section 1. The City agrees that it has and will continue to recognize the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment, for all Officers (after the first ninety (90) days of employment with the City) including regular part-time employees, probationary employees, and investigative specialists on the Medina Police Department, excluding Special Officers, Communications Operators, Meter Attendants, Records Officer, Key punch Operator, and all Officers of the rank of sergeant and higher.

Section 2. The City will furnish the OPBA representative, to be designated by the OPBA in writing to the City, with a list of employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished upon the execution of this Agreement and will be supplemented by the names of all new employees as hired and employees that leave the bargaining unit.

**ARTICLE 3
DUES DEDUCTION**

Section 1. During the term of this Agreement the City shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees in the Medina Police Department for whom the city is currently deducting dues.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the city the amounts due and owing from the employees involved.

Section 3. The City shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those employees authorizations dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA 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 OPBA shall indemnify the City for any such liabilities or damages that may arise.

ARTICLE 4 MANAGEMENT RIGHTS

Unless otherwise agreed herein, the City maintains the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause of lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 5 NO STRIKE

Section 1. Neither the OPBA nor any member of the bargaining unit shall directly or individually call, sanction, encourage, finance, participate, or assist in any way in any mass resignation, work stoppage or slow down, sympathy strike, or any other interference with the

normal operations of the City. A breach of this provision shall be considered just cause for discipline, including discharge.

Section 2. The OPBA shall cooperate with the City in continuing operation in a normal manner and shall immediately order employees who are engaged in a violation of section 1 of the Article to return to work. If the OPBA sanctions or encourages or fails to order employees to comply with Section 1 of this Article, the OPBA shall be liable to the City for all damages arising from the OPBA's failure to comply with the provisions of this Article.

Section 3. The City shall not lock out any employees.

ARTICLE 6 ASSOCIATION REPRESENTATION

The City will pay an association representative who is requested to attend a grievance hearing or grievance meeting during the representative's scheduled work hours.

ARTICLE 7 DISCIPLINE

Section 1. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the City 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 OPBA.

Section 2. Disciplinary action taken by the City shall only be for good cause.

Section 3. Demotions and discharges of a non-probationary employee may be appealed at Step 3 of the Grievance and Arbitration Procedure. Suspensions and written reprimands of a non-probationary employee may be appealed in accordance with the Grievance and Arbitration Procedure.

Section 4. Except for discipline due to workplace violence and workplace harassment (e.g. sexual, racial), records of disciplinary actions shall not be considered for progressive disciplinary action at the expiration of the periods outlined below, as long as the employee does not receive additional discipline during such time period. Written (or verbal, where applicable) records of re-instruction or counselling shall not be considered discipline. To be considered discipline, the record must reference "reprimand," "warning" or "suspension."

Disciplinary Action

Time Period

Written warning or reprimand
Suspension or demotion

One (1) year
Two (2) years

If, after the expiration of any of these time periods set forth above, the employee is disciplined and uses work history as a defense in order to mitigate the discipline, then all of the employee's prior discipline may be brought forth as evidence of the employee's work record.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the Procedure provided herein, and shall have the right to be represented by a Union representative and/or a Union attorney at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure; however, grievances involving demotions or termination shall be filed directly to Step 3 below.

Section 2. For the purpose of this procedure, the below listed terms are defined as follows:

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- B. Grievant – the "grievant" shall be defined as the employee within the bargaining unit filing the grievance.
- C. Days – A "day" as used in this procedure shall mean the scheduled working day(s) of the party who is required to act.
- D. Party-in-Interest – A "party-in-interest" shall be defined as an employee of the City named in the grievance who is not the grievant.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. Except at Step 1, all decisions shall be tendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. 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 said matter informally adjusted without the intervention

of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all aspects, be final, said adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

- D. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.
- E. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specific time limits will be deemed waived and void. If the City fails to reply within the 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.
- F. This procedure shall not be used for the purposes of adding to, subtracting from or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure and a copy of all grievances shall be filed with the City Law Director at each step.

STEP 1. Any employee who believes he may have a grievance should first discuss it with his supervisor and attempt to settle the matter without invoking this grievance procedure.

STEP 2. If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of Police within ten (10) days of the occurrence of the event giving rise to the grievance, or within ten (10) days after the grievant obtains knowledge of the facts which are the subject of his or her grievance. The Chief of Police shall provide a written answer within ten (10) days of receiving the grievance.

STEP 3. If the grievant is not satisfied with the written decision at the conclusion of Step 2, or for original appeals of demotions or terminations, a written appeal of the decision may be filed with the Director of Public Safety within five (5) days from the date the rendering of the decision at Step 2 or the issuance of the Notice of discipline. Copies of the written decisions shall be submitted with the appeal. The Director or his designees shall convene a hearing within ten (10) days of the receipt of the appeal. The Director or his designee shall issue a written decision to the employee and his OPBA representative within ten (10) days from the date of the hearing.

STEP 4. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fifteen (15) days after the rendering of the decision at Step 3, the Union may submit the grievance

to arbitration. Within the fifteen (15) day period, the moving party shall request the American Arbitration Association to submit a panel of seven (7) arbitrators. The parties will choose one arbitrator by the alternative strike method.

Section 5. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall determine only whether there has been a violation of this Agreement within the allegations set forth in the grievance.

Section 6. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 7. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 8. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall not suffer a loss of pay if his/her attendance occurs during scheduled work hours. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

Section 9. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the ground that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The grievance will be heard on its merits before the same arbitrator in the same hearing. If the arbitrator determines the grievance is not within the purview of arbitrability, the arbitrator shall not rule on the merits of the grievance.

Section 10. 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 11. The grievance procedure set forth herein shall be the exclusive method of reviewing and settling grievances between a bargaining unit member and the City.

ARTICLE 9 SENIORITY

Section 1. All newly appointed employees shall be considered probationary employee for a period of twelve (12) months, beginning from the first day of reporting to work. The probationary period shall continue through the successful completion of the FTO program even

if the FTO training extends beyond the twelve-month probationary period. Notwithstanding the foregoing, the probationary period shall last no longer than fourteen (14) months.

Section 2. A probationary employee may be dismissed during the probationary period at the sole discretion of the City. Such dismissal is not subject to appeal through the grievance procedure or to the Civil Service Commission.

Section 3. Seniority shall be defined as the length of continuous service as a regular full or part-time employee in the classification which he is currently serving. A probationary employee shall not begin to accrue seniority until he has completed the first ninety (90) days of employment. At such time, a full-time employee will be credited with the seniority retroactive to his date of hire and shall continue to accrue seniority in accordance with his full-time status.

Section 4. For part-time employees, the amount of seniority shall be calculated by prorating the amount of hours worked with the amount of regularly scheduled hours in a standard work year (i.e., Part time employee worked 1040 hours the previous year, seniority is accrued is on-half (.5) years). After completion of the first ninety (90) days of employment, part-time employee shall be credited with seniority retroactive to his date of hire, but in accordance with his part-time employment status.

Section 5. An employee's seniority shall be terminated for any of the following reasons:

- A. Resignation
- B. Discharge for Just Cause
- C. Layoff for a period exceeding three (3) years
- D. Retirement
- E. Refusal or failure to report within ten (10) days from the date of mailing of a recall notice by certified mail to the employee's last official address as shown on the City's records.

Section 6. Should an employee return to the bargaining unit after having been promoted to the position of sergeant, the employee shall not have to serve a probationary period and shall return with full seniority.

Section 7. It is the specific intent of the parties to utilize seniority as defined herein to determine the order of layoff, displacement rights, and recall pursuant to the Civil Service Rules of the City of Medina. The parties specifically agree that seniority as defined herein, shall be used to determine order of layoff, displacement rights and recall rights. For this reason, the parties agreed that Civil Service Rules IX, subsection (G) and Ohio Revised Code Section 124.37 are specifically preempted by this agreement.

**ARTICLE 10
NON-DISCRIMINATION**

Section 1. The City and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or handicap.

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between the members and nonmembers.

**ARTICLE 11
GENDER**

Section 1. Whenever the context so requires, the use of the words herein whether in the masculine, feminine, or neutral genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 12
HEADINGS**

Section 1. It is understood and agreed that the use of headings before Articles is for convenience only and that no headings shall be used in the interpretation of neither said articles nor affect any interpretation of any such Article.

**ARTICLE 13
OBLIGATION TO NEGOTIATE**

Section 1. The City and the OPBA acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining 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. Therefore, for the life of this Agreement, the City and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**ARTICLE 14
CONFORMITY TO LAW**

Section 1. This Agreement shall be subject to and subordinated to any present and future Federal and State laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**ARTICLE 15
DUTY HOURS**

Section 1. The regular workweek for all employees of the City covered by this Agreement will be forty (40) hours. The workweek for bargaining unit employees assigned to the Patrol Division shall generally consist of four (4), ten (10) hour days. However, in the event that the level of staffing in the Patrol Division drops below eighteen (18) officers (including sergeants), due to lay-offs, injuries, illnesses, or other extended leaves of absences, then the Employer shall have the discretion and right to change the schedule to five (5), eight (8) hour days. The Employer shall give fourteen (14) days notice of any such change in the schedule to the affected employees and the Union. The Employer shall not change the schedule unless the staffing shortage extends beyond thirty (30) days.

Section 2. If a bargaining unit employee is assigned as the Officer-in-Charge (OIC), and actually serves as OIC for a full two (2) hours or more, then he will be paid for such hours actually worked as OIC at his normal salary plus a five percent (5%) premium. There shall only be one (1) person assigned as OIC per shift.

**ARTICLE 16
OVERTIME PAY AND COURT-TIME**

Section 1. All employees, for work performed or compensated in excess of forty (40) hours per week, except sick days per Article 19, and for all hours worked or compensated in excess of the regular weekly forty (40) hours scheduled, except sick days per Article 19, shall be compensated at the rate of time and one-half.

Section 2. All time worked when called back after normal daily working hours or on a regular day off, and actual time spent engaged in appropriate police work within the City of Medina which requires immediate action, shall be compensated at the rate of one and one-half times his regular rate of pay, or the employee may elect to receive compensatory time, pursuant to Section 3. Employees called in to work on an unscheduled holiday shall receive double-time

for each hour worked on the holiday. Employees on medical-related or personal leave (excluding vacation, holiday, personal day or comp-time) for three (3) or more consecutive days shall not receive any additional compensation for appearing for court time or other work-related call-in, until such date on which the employee is cleared to return to work. Employees appearing for court time or call-in time during such leave shall not have sick time deducted for the actual time of appearance.

Section 3. If any employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time may be granted by his department head, on an equivalent time basis, at a time mutually convenient to the employee and the department head, except that such accumulated compensatory time earned shall at no time exceed one hundred twenty (120) hours. Each hour of overtime worked shall be compensated by one and one-half (1½) hours of compensatory time, if so elected by the employee.

Once each calendar year during the term of this Agreement, each employee shall be permitted to cash in up to thirty five percent (35%) of his accumulated compensatory-time at his current regular rate of pay, provided the City may, in its sole discretion, permit an employee to cash in a greater percentage of the accumulated compensatory time. Any hours accumulated in excess of one hundred (100) hours shall be paid to the employee at the end of each calendar year.

Section 4. When the basic work day includes a shift premium, the premium will be considered part of the regular rate of pay for the purposes of figuring overtime.

Section 5. Every employee called back after normal daily working hours or on a regular day off, including holidays, for a court appearance shall be paid a minimum of three (3) hours at a rate of one and one-half (1½) times the regular rate of pay, provided the employee is not notified by 7:00 P.M. the day before the court appearance that the court appearance has been cancelled. If the employee is called back to work for more than one (1) court appearance in the same day, he shall be paid a minimum of three (3) hours for the first appearance and the actual time worked for the second appearance, unless there is three (3) hours or more between appearances, in which case the employee shall be paid a minimum of three (3) hours for each appearance.

Section 6. Every employee called back after normal daily working hours or on a regular day off, including holidays, shall be paid a minimum of two (2) hours at a rate of one and one-half (1½) times the regular rate of pay for each time the employee is called back to work.

ARTICLE 17 HOLIDAYS

Section 1. All full-time employees shall receive the following paid holidays, provided the employee works their regularly scheduled shift before the holiday, the day of the holiday if scheduled on the holiday, and their regularly scheduled shift after such holiday, or is scheduled off the shift before and/or on the holiday and/or the shift after the holiday due to vacation, use of compensatory time, training day, stress day, or is on sick time due to a work-related injury:

New Year's Day
President's Day
Martin Luther King Day
Easter Sunday
Memorial Day
Independence Day

Labor Day
Columbus Day
Thanksgiving Day
Christmas Day
Veteran's Day

Section 2. In addition, an employee may receive, subject to the approval of the Mayor, any day appointed and recommended by the Governor of the State or the President of the United States, as a holiday.

Section 3. All full-time or regular employees shall receive pay for any legal holiday established by the City, and in the case of the shift employee, the holiday if it is his regularly scheduled work day, according to the following provisions:

Except as provided in Section 4 hereof an employee whose regular work schedule does not permit a day off for a holiday shall receive his regular pay, and in addition, holiday pay not to exceed eight (8) hours for each such holiday.

Section 4. New Year's Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving and Christmas are hereby designated as premium holidays. A full-time employee who works a shift that begins on the actual premium holiday shall be paid at one and one half times his regular rate of pay for the shift and in addition, holiday pay not to exceed eight (8) hours.

ARTICLE 18 VACATIONS

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

- A. An employee with less than five (5) years of service shall earn vacation with pay at the rate of 3.077 hours per pay period with a maximum earning of two (2) basic work weeks, and may carry over a maximum of 160 hours of earned vacation. Employees shall not be able to take vacation until completion of one (1) year of service.
- B. An employee with five (5) years, but less than eleven (11) years of service, shall earn vacation with pay at the rate of 4.615 hours per pay period with a maximum earning of three (3) basic work weeks, and may carry over a maximum of 240 hours of earned vacation.
- C. An employee with eleven (11) years, but less than twenty (20) years of service, shall earn vacation with pay at the rate of 6.154 hours per pay period with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.

- D. An employee with twenty (20) years or more of service shall earn vacation with pay at the rate of 7.692 hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.
- E. Employees will not be permitted to carry over vacation into the succeeding calendar year beyond the carryover limits set forth above in this section, in paragraphs A-D.
- F. Credited Service. For all employees hired after January 1, 1992 only service as a full-time employee of the City of Medina will be credited for purposes of vacation eligibility.
- G. For employees on a leave of absence, lay-off or a period of termination service time will not be accumulated during such leave of absence, lay-off, or period of employment termination.

Section 2. General practices and definitions.

- A. Employees will not be permitted to work for the City during their vacation periods and receive additional compensation; except an employee who has already taken off work for at least three (3) weeks of vacation in a calendar year may be compensated for additional accumulated and unused vacation if the Chief is unable to schedule the employee off prior to the end of the year and the vacation would be forfeited.
- B. Holiday During Vacation Period. When a City-observed holiday for which an employee is entitled to straight time pay, falls within the scheduled vacation period, he will be given an additional day off with pay or, at the discretion of his supervisor, a day's pay.
- C. Basic Work Week. A basic work week as used in Article 15.

Section 3. **Vacation Benefits For Employment Termination.** An employee who leaves the employ of the City for any reason will receive vacation pay for any vacation he may have been eligible to receive if not already taken at the time of his termination.

**ARTICLE 19
SICK LEAVE**

Section 1. Each employee shall accumulate sick leave at the rate of 4.615 hours for each eighty (80) hours of service in active pay status, including paid vacation and approved sick leave, but not during a leave of absence, lay-off or other period in inactive pay status.

Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employees' immediate family. The previously accumulated sick leave of an employee who has been separated from the City's service may be placed to his credit upon his re-employment in the City's service providing that

such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 2. Provisional appointees or those who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted full time employees. The responsible administrative officer of the employing unit may require the employee to furnish a satisfactory affidavit that this absence was caused by illness due to any of the causes mentioned in this section.

Section 3. An employee shall be permitted to convert two (2) days (either ten (10) or eight (8) hours, depending on the employee's regular work day) of sick leave to two (2) days (either ten (10) or eight (8) hours) of additional stress time for each six (6) month period during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. Taking a stress day shall not constitute utilizing sick leave under this section. The stress days under this Article must be utilized within six months of when they are earned, and shall only be taken with advance approval of the Chief except where the day is used in an emergency situation.

Section 4. In addition to Section 1 above, each City employee shall be entitled to sick leave of thirty (30) days annually with pay, upon approval of the responsible administrative officer of the employing unit, for absence due to injury or occupational disease, where such injury has occurred or occupational disease has been contracted in the course of employment with the City of Medina, provided the same were not purposely self-inflicted. Unused sick leave under this section shall not be cumulative. The responsible administrative officer of the employing unit may require the employee to furnish a satisfactory affidavit that this absence was caused by injury or illness while working, on the job for the City. The additional sick leave provided in this Section is to be used only after accumulated sick leave as provided elsewhere in this Article has been depleted.

Section 5. A city employee may elect, at the time of retirement from active service and with ten (10) or more years of service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment which may be made under this section shall be four hundred (400) hours.

ARTICLE 20 STRESS DAYS

Section 1. All non-probationary employees shall, in addition to all other leave benefits, be granted two (2) stress days each year. Employees may earn an additional four (4) stress days pursuant to Article 19.

Section 2. The stress days shall only be taken with the advance approval of the Chief except where the day is used in an emergency situation.

Section 3. The stress days under this Article shall be charged against the employee's sick leave accumulation, and must be used within the calendar year.

ARTICLE 21 LONGEVITY PAY

Section 1. All full-time employees of the City of Medina who have completed twenty (20) years continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of Ninety Dollars (\$90) per month payable semi-annually in June and December.

Section 2. All full-time employees of the City of Medina who have completed fifteen (15) years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of Sixty-Nine Dollars (\$69) per month payable semi-annually in June and December.

Section 3. All full-time employees of the City of Medina who have completed ten (10) years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of Forty-Eight Dollars (\$48) per month payable semi-annually in June and December.

Section 4. All full-time employees of the City of Medina who have completed five (5) or more years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of Twenty-Seven Dollars (\$27) per month payable semi-annually in June and December.

Section 5. An employee returning from a leave of absence or lay-off will be entitled to pre-leave status relative to accumulated service time toward longevity pay. A terminated employee who returns to work for the City of Medina within a period of one (1) year shall be entitled to pre-leave status less one (1) year of accumulated service time toward longevity pay. Service time toward longevity pay will not be accumulated during a leave of absence, lay-off, or a period of employment termination.

ARTICLE 22 UNIFORM ALLOWANCE

Section 1. There is hereby granted a maximum, yearly uniform and uniform-maintenance allowance of one thousand, three hundred eight-two dollars (\$1,382) to each member of the bargaining unit, except that during the first six (6) months of employment there will be no uniform allowance.

Section 2. Said allowance shall be appropriated by the Medina City Council and paid semi-annually directly to the employee.

Section 3. There is hereby granted a sufficient allowance necessary to purchase one complete uniform, as prescribed by the Chief of Police, to each new member of the bargaining unit.

**ARTICLE 23
LEAVE OF ABSENCE**

Section 1. All employees who are members of the Ohio National Guard or members of other reserve components of the Armed Forces of the United States shall be entitled to a military leave of absence from their respective duties without loss of regular pay, holiday pay, or vacation time for such time as they are in the military service on field training or active duty for periods not to exceed thirty-eight (38) days in any one calendar year, after presentation of official orders and submission of a leave request. The department head shall be required to arrange a shift change permitting employees working other than Monday through Friday to participate in National Guard or Reserves weekend training sessions without loss of time. If no such shift change can be arranged, the employees shall be entitled to a leave of absence for same without loss of regular pay.

Section 2. All regular employees who are drafted, or who enter the Armed Forces of the United States during a period of national emergency, or who are called to active duty in the Armed Forces Reserve or Ohio National Guard, shall be granted an extended military leave of absence for the period of military commitment. Upon presentation of official orders, such an employee shall receive pay for the number of working days according to his regular work schedule accruing during the first thirty-eight (38) calendar days of military leave.

- A. An employee granted an extended military leave may elect to be paid for any accumulated annual leave.
- B. Employees on extended military leave shall continue to earn seniority credit for purposes of annual leave and promotional examination.
- C. Upon return from extended military leave, employees will be reinstated to the same pay step of the pay schedule at which they were situated at the time of leave of absence. Thus, employees on extended military leave will receive any general salary adjustments that were granted during their absence to their job classifications. Employees on extended military leave do not earn time towards merit raises or longevity pay steps during the unpaid period of military leave. However, they shall retain such service time as they had at the time of leave of absence.

Section 3. Any employee having been in the employ of the City of Medina for at least six (6) months may be granted a leave of absence without pay by the responsible appointing authority or elected official for a period of time as deemed warranted, but not to exceed six (6) months within one year. Written notice of said leave will be given to the Civil Service Commission and the Finance Director.

- A. Group hospitalization insurance may be retained during a leave of absence in accordance with federal and state law.
- B. Accumulated Benefits: Time toward sick, vacation, or longevity pay will not accumulate during the leave of absence. Upon return to work, the employee will be entitled to pre-leave status relative to accumulated sick, vacation, or longevity pay as well as pay range and step and job classification.
- C. Step Increases: An employee who has been granted a leave of absence will not receive a step increase under Section 31.08(A) unless he or she has accumulated a total of nine (9) months active service during the prior calendar year.
- D. Any employee who is called for jury duty during his normal working hours shall be entitled to leave for such service and shall be paid for such leave time at the usual rate for the applicable pay grade and step.

Section 4. Funeral Leave. Each employee shall be entitled to up to three (3) days paid funeral leave, deducted from the employee's accumulated sick leave, for the purpose of attending the funeral, whenever the death occurs in their immediate family. The above is limited to the death of the employee's spouse, mother, father, brother, sister, child, parents-in-law, or step-child actually living in the household. Employees shall be entitled to one (1) paid day, deducted from the employee's accumulated sick leave, for the death of the employee's grandparents, grandchildren, brother- and sister-in-law, step-children not living in the household and grandparents-in-law. Such days shall be in addition to all other leave available to the employee.

ARTICLE 24 TRAVEL, TELEPHONE AND EDUCATIONAL BENEFITS

Section 1. Any employee may attend, at the expense of the City, any conference or other municipal business relating to municipal affairs, if approved by the Mayor. If advanced funds are necessary, the employee shall submit said request to the Finance Department not less than fourteen (14) calendar days in advance of the event and shall be paid within three (3) calendar days of the event.

Section 2. Any employee may be reimbursed for his actual, necessary expenses incurred while traveling on official business authorized by law or by his position, office, or employment. The IRS standard business mileage rate will be allowed for the use of privately owned vehicles.

Section 3. All requests for such allowance shall be made in writing to the Mayor in duplicate showing the necessity for such attendance and an estimate of the costs thereof to the City.

Section 4. Upon return, all expense reports with applicable itemized receipts attached, shall be approved by the Mayor prior to being submitted to the Finance Department for payment.

Section 5. All approved expense reports shall be paid within thirty (30) calendar days of submission to the Finance Department.

Section 6. Upon presentation of receipts as specified by the Finance Director, any employee required by his department head to have a private telephone in his home shall be reimbursed for the difference between the cost of a party line and a private line within the City of Medina amounting to eighty-five cents (85¢) per month. Said reimbursement shall be made annually in January of each year based on receipts presented as stated above for the prior year. Terminating employees shall be reimbursed at the time of termination.

Section 7. Upon receipt of, or proof of having earned, an associate degree in the law enforcement field; or a four (4) year baccalaureate degree from an accredited university; or upon proof of an honorable discharge after having served three (3) or more years in a branch of the United States military; or upon proof of having served three (3) or more years on reserve duty for a branch of the United States military; or three (3) or more years in the Ohio National Guard, a police patrolman or officer shall receive additional compensation in the amount of Three Hundred Fifty Dollars (\$350) payable semi-annually in June and December of each contract year. Payments to each employee under this Section shall not exceed \$350 annually.

ARTICLE 25 GROUP HOSPITALIZATION

Section 1. The City shall provide group hospitalization, surgical and dental insurance coverages or options to bargaining unit employees (except short-term temporary employees and those employed less than thirty (30) hours per week). A summary of insurance benefits that the City shall provide is set forth in Attachment A.

The premiums for such plan shall be paid as follows:

- A. Effective April 1, 2020, the City shall pay eighty percent (80%) of the premium costs, and the bargaining unit member shall pay twenty percent (20%) of the premium costs through payroll deduction. Employees who satisfy the wellness program obligations (see, Attachment B) will be eligible for a "wellness" discount and will pay thirteen percent (13%) as their premium contribution for 2020. In order to qualify for the reduced premiums in 2021 and 2022 the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.
- B. Effective January 1, 2021, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay fourteen percent (14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay twenty percent (20%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2020 percentage (13% or 20%) for 2021 if the City's insurance premium costs do not increase or increase by less than one percent (1%).

- C. Effective January 1, 2022, if the City's insurance premium costs increase by one percent (1%) or more, and the employees are still paying a thirteen percent (13%) premium contribution, the employees satisfying the wellness program obligations shall pay a premium contribution one percent (1%) higher than the 2021 rate (an increase to 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay twenty percent (20%) as their premium contribution. The employee premium contribution percentage shall remain at the 2021 percentage for 2022 if the City's insurance premium costs do not increase or increase by less than one percent (1%).
- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.

Temporary full-time employees expected to be employed by the City for a continuous period greater than three (3) months shall be eligible for said benefit.

Section 2. The City retains the right, in its sole discretion, to change insurance carriers, provided the benefits and coverages under the policy with the new carrier are comparable to or better than the benefits and coverages provided to bargaining unit employees as of the effective date of this Agreement.

Section 3. Employees who are eligible to receive family coverage under any comprehensive group medical plan who opt not to participate in such program and execute an appropriate waiver form, and who have met the wellness program obligations, will receive Four Hundred Twenty-Five Dollars (\$425.00) per month in lieu of medical insurance coverage. Employees opting out of family coverage, who have not met the wellness program obligations, will receive Two Hundred Dollars (\$200.00) per month in lieu of medical insurance coverage.

Section 4. Employees opting out who have successfully completed the wellness obligations of their spouse's healthcare plan can be considered as having satisfied the City's wellness obligations, provided that the City has approved the wellness criteria of the spouse's plan and confirmed the employee's satisfaction of same.

Section 5. The City and the OPBA mutually recognize that health care cost control is an important consideration and of mutual interest to both parties. The parties agree that the City's health care coverage and premium rates should be reviewed by an independent health care consultant. Accordingly, the City and OPBA agree to negotiate in good faith concerning health care cost control in the group hospitalization program provided by this Agreement at the end of the term of the Agreement.

Section 6. The City agrees that a representative of the bargaining unit shall participate in the study of health care coverage and premium cost issues with the City's Health Care Committee. Any agreed-upon resolution of healthcare program issues adopted by the Health Care

Committee, and, in turn, approved by both the City and the Union, shall be incorporated into this Agreement.

**ARTICLE 26
WAGES**

Section 1. Retroactive to the first pay in January 2020, members of the bargaining unit shall be compensated in accordance with the following two and one-half percent (2.50%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$26.47	\$27.79	\$29.18	\$30.64	\$32.17	\$33.78
Annual (x 2080)	\$55,057.60	\$57,803.20	\$60,694.40	\$63,731.20	\$66,913.60	\$70,262.40

Section 2. Effective the first pay following January 1, 2021, members of the bargaining unit shall be compensated in accordance with the following two and one-half percent (2.50%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$27.13	\$28.49	\$29.91	\$31.41	\$32.98	\$34.63
Annual (x 2080)	\$56,430.40	\$59,259.20	\$62,212.80	\$65,332.80	\$68,598.40	\$72,030.40

Section 3. Effective the first pay following January 1, 2022, members of the bargaining unit shall be compensated in accordance with the following two and three-quarter percent (2.75%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$27.88	\$29.27	\$30.73	\$32.27	\$33.88	\$35.57
Annual (x 2080)	\$57,990.40	\$60,881.60	\$63,918.40	\$67,121.60	\$70,470.40	\$73,985.60

Section 4. The City will pay ten percent (10%) of the employee's contribution to the Ohio Police and Fire Pension Fund. Effective upon execution, the City shall pay said amount pursuant to a "Deferred" plan as approved by the Ohio Police and Fire Pension Fund and explained herein. (Attachment C).

**ARTICLE 27
ADVANCEMENT WITHIN PAY RANGE**

Section 1. Commencing with the first pay in January of each year, employees in each classification shall be granted a merit increase by advancement to the next immediate pay step within the pay grade of the particular classification of that employee, providing the advancement

is approved in writing by the department head and the appointing authority of the department in which he or she is employed.

Any new employee, or one who has terminated and returned to City employment, must have active service from the first scheduled work day in October of the prior year in order to receive such step increase.

Section 2. Any new employee starting in the employ of the City, or any terminated employee of the City who returns to work for the City of Medina in a classification different from that which was held prior to termination, shall be employed at the minimum rate of the appropriate pay grade. The appointing authority may authorize the employment of such employee at a beginning wage in a higher step within the pay grade of the particular classification if employment conditions existing at the particular time and the qualifications of the employee require it, subject to approval of the Mayor and the Chairman of the Finance Committee of City Council, and verification of the Finance Director as to the availability of funds, and no payment shall be made at the higher until the conditions of this section have been met.

Section 3. With the approval of the appointing authority, any employee who previously terminated without delinquency and is reinstated within one year from termination to the same classification as held previously may be placed in the same step he or she was in at the time of termination. If the time of reinstatement disallows eligibility for advancement, and the appointing authority feels advancement is warranted, he or she may grant it subject to the approval of the Mayor and the Chairman of the Finance Committee of City Council.

ARTICLE 28 SHIFT DIFFERENTIAL

Section 1. Effective March 29, 2020, there is hereby granted a fifty cent (\$0.50) hourly pay differential for employees assigned to working the second or third shifts.

ARTICLE 29 LIFE INSURANCE

Section 1. The City agrees to provide (either through self-insurance or a policy of insurance) a Twenty-Five Thousand Dollar (\$25,000) life insurance and accidental death and dismemberment ("life insurance") benefit to members of the bargaining unit.

Section 2. In the event the bargaining unit member's life insurance is provided through an insured plan and the City qualifies under the terms of the insured plan to offer additional life insurance coverages, bargaining unit members may purchase additional coverages through payroll deductions. The costs of any additional life insurance coverages shall be the sole responsibility of the bargaining unit member.

**ARTICLE 30
SAVINGS CLAUSE**

Section 1. In the event any one or more provisions of the Agreement is or are deemed invalid or unenforceable by any final decision or a court of governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

**ARTICLE 31
RETENTION OF BENEFITS**

Section 1. All benefits which are presently enjoyed by all City employees are a part of working conditions and shall be continued throughout the life of this Agreement.

**ARTICLE 32
EMPLOYEE RIGHTS**

Section 1. The procedural provisions of this article shall be followed whenever an employee is suspected of an action or inaction which could result in a disciplinary action or criminal charges being filed against the employee. This article shall also apply, where appropriate (Sections 2, 4, 5, and 7), to employees questioned as a witness. This article shall not apply to communications or conversations intended to provide instructions, training or corrections of work performance or techniques.

Section 2. In the event an employee is to be questioned or interviewed concerning an allegation of misconduct, the employee shall be informed at the commencement of the investigation as to the general nature of the alleged misconduct (whether disciplinary or criminal) and of the factual allegations against the employee known at that time. If an employee to be questioned is, at the time of questioning, a witness and not under investigation, he shall be so advised of such status.

Section 3. At the time any employee is notified that he or she is the subject of an investigation, the employee shall be given the opportunity to contact a Union Representative and/or Union Attorney for the purpose of representation. The scheduled interview shall not be delayed more than twenty-four (24) hours in order for the employee's representative to be present, unless the parties agree otherwise. In the event of an employee-involved shooting, or use by an employee of physical force resulting in serious physical injury or death, the Chief of Police may order an immediate investigation to determine compliance with departmental procedures.

Section 4. Questioning or interviewing of any employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise or the parties agree otherwise. Investigative sessions shall be for reasonable periods of time.

Section 5. Before an employee may be charged with insubordination or a like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that he is being ordered to answer or participate and that such refusal, if continued, may be made the basis for such a charge. No employee shall be charged with insubordination where such refusal is based on the employee's exercise of the rights afforded the employee in regard to a criminal investigation unless the employee is informed by the investigating officer that his or her responses to questions will not result in criminal charges against the employee. If the employee is ordered to answer the questions after being so advised, an employee's refusal to answer questions or refusal to participate in the investigation may form the basis for a charge of insubordination.

Section 6. All complaints by citizens, which may result in suspension, reduction, or discharge of a bargaining unit employee, shall be in writing and signed by the complainant. However, the Employer reserves the right to investigate any complaint and to question a bargaining unit employee regarding any complaint, including an anonymous complaint. Discipline shall not be imposed solely on the basis of an anonymous complaint.

Section 7. Polygraph. In the course of questioning, an employee may only be given a polygraph examination (or voice stress analysis, etc.) with his or her consent. Such consent shall set forth the purposes for which the test results may be used. Such examination shall not be used in any subsequent court action, except in accordance with applicable rules of evidence. An employee's refusal to consent to such an examination shall not be the basis for disciplinary action.

Section 8. Status of Investigations. An employee subject to investigation shall, upon request, be advised at reasonable intervals either that the matter is still under investigation or that the investigation has been concluded, and shall be advised of the conclusion and finding of such investigation. All items in an employee's personnel file with regard to complaints and investigations will be clearly marked with respect to final disposition.

ARTICLE 33 INJURY LEAVE/WAGE CONTINUATION

Section 1. Any employee who suffers a compensable industrial injury or illness can, subject to the below-mentioned terms, receive injury leave at full-salary and full benefits (in so far as full benefits are provided to employees on workers' compensation) in lieu of workers' compensation, lost-time benefits. Payments for related medical benefits are the responsibility of the Bureau of Workers' Compensation (OBWC).

Section 2. QUALIFICATIONS

1. The injury or illness must be determined to be compensable by the City, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before paperwork is filed with OBWC.

2. Competent medical proof of disability must be provided via form C-84 or Physician's Update and Physical Capabilities Form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. On the Clock Care of Medina General Hospital is the City's chosen provider.
3. The employee must complete a C-1, OD-1, or FROI-1 application and sign a wage agreement, medical release and an election form.
4. The City reserves the right to have the employee examined by a physician of its choice at the City's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of injury leave benefits.
5. Injury leave time will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations:

Section 3. TERMINATION CONDITIONS

Wage continuation/injury leave will cease upon any of the following conditions:

1. Attending physician releases employee to return to work.
2. Employee returns to work for another employer.
3. Employee fails to return to transitional "limited duty" assignment consistent with his/her medical restrictions and approved by the injured worker's treating physician.
4. Employee fails to appear for employer-sponsored medical examination.
5. Employee has reached maximum medical recovery and/or the condition has become permanent.
6. Regardless of the above conditions of termination, management may, at its sole discretion terminate injury leave benefits at any time of disability exceeds ninety (90) calendar days. The maximum claim allowed per employee is one hundred-eighty (180) calendar days per year.
7. The claim is found to be fraudulent after payment has commenced.
8. The injured worker attempts to collect both wage continuation and temporary total compensation; or
9. Employment termination.

**ARTICLE 34
DURATION**

Section 1. The term of this Agreement shall be from date of ratification (March 23, 2020) or conciliator's award, through October 31, 2022.

Section 2. Due to the contract expiration date of October 31, 2022, the City agrees that restrictions on the Conciliator's power pursuant to Ohio Revised Code 4117.14(G)(11) are waived by the City for purposes of negotiating the successor collective bargaining agreement. As such, the Conciliator appointed pursuant to negotiations for the successor collective bargaining agreement shall have full power to award wages and other matters of compensation from the contract expiration date and thereafter.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto have set their hands this _____ day of April, 2020.

**On Behalf of the
CITY OF MEDINA**

**On behalf of the
OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

Dennis T. Hanwell
Mayor, City of Medina

Edward Kinney
Chief of Police, City of Medina

George E. Gerken
Attorney for Ohio Patrolmen's
Benevolent Association

APPROVED AS TO CONTENT:

Jon M. Dileno, Esq.
Zashin & Rich Co., L.P.A.

APPROVED AS TO FORM:

Gregory A. Huber, Esq.
Law Director, City of Medina
1659-19-02

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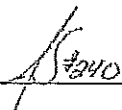
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto have set their hands this _____ day of April, 2020.

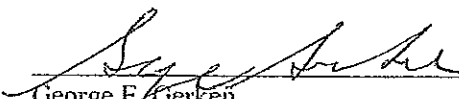
**On Behalf of the
CITY OF MEDINA**

**On behalf of the
OHIO PATROLMEN'S
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Dennis T. Hanwell
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Attachment A
SUMMARY PLAN DESCRIPTION

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-585-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-585-2583 to request a copy.

Important Questions	Answers	Why This Matters
What is the overall deductible?	\$500/single, \$1,000/family Network \$1,000/single, \$2,000/family Non-Network	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$1,000/single, \$2,000/family Network Unlimited/single, Unlimited/family Non-Network	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, See MedMutual.com/SBC or call 800-585-2583 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.



All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. Services with copayments are covered before you meet your deductible, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% coinsurance	None
	Specialist visit	\$40 copay/visit	40% coinsurance	None
	Preventive care/ screening/ immunization	No charge	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray)	No charge	40% coinsurance	None
	Diagnostic test (blood work)	No charge	40% coinsurance	None
If you need drugs to treat your illness or condition	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None
	Generic copay - retail Tier 1	\$15	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	\$30	Does Not Apply	Covers up to a 90-day supply.
More information about prescription drug coverage is available at MedMutual.com/SBC	Preferred brand copay - retail Tier 2	\$30	Does Not Apply	Covers up to a 30-day supply.
	Preferred brand copay - home delivery Tier 2	\$60	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	\$50	Does Not Apply	Covers up to a 30-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$100	Does Not Apply	Covers up to a 90-day supply.
	Specialty drugs	Applicable drug tier copay applies	Does Not Apply	Covers up to a 30-day supply.

Common Medical Event	Services You May Need	What You Will Pay	Limitations, Exceptions & Other Important Information
		<p><u>Network Provider</u> (You will pay the least)</p> <p><u>Non-Network Provider</u> (You will pay the most)</p>	
If you have outpatient surgery	<p>Facility fee (e.g., ambulatory surgery center)</p> <p>Physician/surgeon fees (Outpatient)</p>	<p>20% coinsurance</p> <p>\$20 copay/visit at PCP; \$40 copay/visit at Specialist; 20% coinsurance all other places after deductible</p>	<p>40% coinsurance</p> <p>None</p>
If you need immediate medical attention	<p>Emergency room care</p> <p>Emergency medical transportation</p> <p>Urgent care</p>	<p>\$100 copay/visit</p> <p>\$50 copay/visit</p>	<p>None</p> <p>(includes non-emergency)</p> <p>None</p> <p>None</p>
If you have a hospital stay	<p>Facility fee (e.g., hospital room)</p> <p>Physician/ surgeon fee (inpatient)</p>	<p>\$20 copay/visit</p> <p>20% coinsurance</p> <p>20% coinsurance</p>	<p>40% coinsurance</p> <p>40% coinsurance</p> <p>40% coinsurance</p>
If you need mental health, behavioral health, or substance abuse services	<p>Outpatient services</p> <p>Inpatient services</p>	<p>Benefits paid based on corresponding medical benefits</p> <p>Benefits paid based on corresponding medical benefits</p>	<p>None</p> <p>None</p>
If you are pregnant	<p>Office visits</p>	<p>No charge</p>	<p>40% coinsurance</p> <p>Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).</p> <p>None</p>
	<p>Childbirth/delivery professional services</p> <p>Childbirth/delivery facility services</p>	<p>20% coinsurance</p> <p>20% coinsurance</p>	<p>40% coinsurance</p> <p>40% coinsurance</p>

Common Medical Event Services You May Need

What You Will Pay

Limitations, Exceptions & Other Important Information

if you need help recovering or have other special health needs

	Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
Home health care	20% coinsurance	40% coinsurance	(60 visits per benefit period)
Rehabilitation services (Physical Therapy)	\$20 copay/visit	40% coinsurance	(30 visits per benefit period)
Habilitation services (Occupational Therapy)	\$20 copay/visit	40% coinsurance	(60 visits per benefit period; except for work hardening, which is not covered)
Habilitation services (Speech Therapy)	\$20 copay/visit	40% coinsurance	(60 visits per benefit period)
Skilled nursing care	20% coinsurance	40% coinsurance	(120 days per benefit period; combined with Physical Medicine and Rehabilitation)
Durable medical equipment	20% coinsurance	40% coinsurance	None
Hospice services	20% coinsurance	40% coinsurance	None
Children's eye exam	No charge	40% coinsurance	None
Children's glasses		40% coinsurance	None
Children's dental check-up		Not Covered	Excluded Service
		Not Covered	Excluded Service

if your child needs dental or eye care

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric Surgery
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Dental Care (Adult)
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Private-Duty Nursing
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic Care
- Hearing Aids
- Routine Eye Care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: your state insurance department at 800-686-1526 and the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 or ccio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your state insurance department at 800-686-1526 or your plan at 800-585-2583.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for sample medical situations, see the next section. The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is having a baby
(9 months of in-network obstetrical care and hospital delivery)

- The plan's overall deductible \$500
- Specialist copay \$40
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

Total Example Cost \$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$0
Coinsurance	\$500
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$1,060

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-585-2583.

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$500
- Specialist copay \$40
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

Total Example Cost \$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$1,200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Joe would pay is	\$1,760

Mia's Simple Fracture
(in-network emergency room visit and follow-up care)

- The plan's overall deductible \$500
- Specialist copay \$40
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

Total Example Cost \$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$200
Copayments	\$300
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$500

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-585-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

Multi-Language Interpreter Services & Nondiscrimination Notice



This document notifies individuals of how to seek assistance if they speak a language other than English.

Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

Chinese

注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

Arabic

ملحوظة: إذا كنت تتحدث أذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-382-5729 رقم هاتف الصم والبكم (711).

Pennsylvania Dutch

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff. Call 1-800-382-5729 (TTY: 711).

Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телетайп: 711).

French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

Navajo

Díí baa akó nínízin: Díí saad bee yáníłtí' go Diné Bizaad, saad bee áká'ánída'áwo'déé, t'áá jilk'eh, éí ná hóló, kojí' hódíłlnih 1-800-382-5729 (TTY: 711).

Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711)번으로 전화해 주십시오.

Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

Japanese

注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711) まで、お電話にてご連絡ください。

Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

Tagalog

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).

QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.

Nondiscrimination Notice

Medical Mutual of Ohio complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Medical Mutual does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.

Civil Rights Coordinator

Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900

Email: CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
U.S. Department of Health and Human Services
200 Independence Avenue, SW Room 509F
HHH Building
Washington, DC 20201-0004
- By phone at:
(800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:
hhs.gov/ocr/office/file/index.html

Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or Consumers Life Insurance Company.

Attachment B
WELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2021, 2022 and 2023 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2020; August 31, 2021 and August 31, 2022 to be administered by the wellness provider. The Health Risk Analysis is comprised of:
 - a. A Health Risk Questionnaire, including height, weight, body mass index (BMI), waist circumference.
 - b. Biometric screening in the form of a blood draw that will measure:
 - i. Total Cholesterol
 - ii. High-density lipoprotein (HDL)
 - iii. Glucose
 - iv. Low-density lipoprotein (LDL)
 - v. Triglycerides
 - vi. Blood pressure
2. Maintain an active account with a wellness provider designated by the City.
 - a. Employees will need to log onto the website a minimum of 10 days per month and enter one or more entries each of those days. A minimum total of 10 days per month or 120 days per 12 months of logged entries must be entered in the following time frames: 09/01/2019-08/31/2020, 09/01/2020-08/31/2021; 09/01/2021-08/31/2022.
 - b. This total will be gathered on an average, so if the employee misses logging on a specific month, although they will not be able to back log/back enter into a previous month once it has ended, they will be able to add additional entries in the current/future months to maintain their acceptable average. One activity per day, each month is the maximum credit they can earn towards the 120 annual amount.
3. Employee must attend or participate in three (3) Educational Activities during the following time frames: 09/01/2019-08/31/2020; 09/01/2020-08/31/2021, 09/01/2021-08/31/2022 – these can be a combination of any activities offered (need proof of participation).

Wellness program requirements may be subject to change based on the Healthcare Committee recommendations.

The parties agree, in concept, to the introduction of an outcomes-based component to the Wellness Program in future Collective Bargaining Agreements. The parties agree to discuss the

introduction of the outcomes-based component in the next negotiations consistent with the Federal Patient Protection and Affordable Care Act.

Wellness Program design complies with Federal regulations. Program design may change as new regulations and / or clarifications are issued.

Attachment C
PENSION ALTERNATIVES

ATTACHMENT C

Police Department Pension alternatives, 000

839 14

B

Police Department
December 18, 1998

Comparisons of various pension alternatives:

Assumptions:

- 3.5% Tax
- 10% Pension share
- 7.5% Pension payment (based on last and highest three years)
- \$ 40,000 base pay

	Current	Pick up	Deferred *
Base pay plus 10% inc.	\$44,000	\$40,000	\$44,000
Taxes before pension	11,000	10,000	
Taxes after pension			\$8,900
Pension share	4,400	-0-	4,400
Takes home pay	28,600	30,000	29,700
Retirement pay	\$33,000 (Part Taxable)	\$30,000 (Full taxable)	\$33,000 (Full Taxable)

ORDINANCE NO. 81-20

AN ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MEDINA AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE COMMUNICATION OFFICERS AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Communication Officers is hereby ratified for the period of January 1, 2020 through December 31, 2022.

SEC. 2: That a copy of the Collective Bargaining Agreement is marked Exhibit A, attached hereto and made a part hereof, and is subject to the Law Director's final approval.

SEC.3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this contract is effective as of January 1, 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date -- January 1, 2020 through December 31, 2022

COLLECTIVE BARGAINING
AGREEMENT

between the

CITY OF MEDINA

and the

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(COMMUNICATIONS)

EFFECTIVE THROUGH
OCTOBER 31, 2022

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ARTICLE 1 – PREAMBLE

Section 1. This agreement is hereby entered into by and between the City of Medina, hereinafter referred to as the “City,” and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the “OPBA.”

ARTICLE 2 – RECOGNITION

Section 1. The City agrees that it has and will continue to recognize the OPBA as the exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment, for all Communications Operators (Dispatchers) on the Medina Police Department (after the first ninety [90] days of employment), including regular part-time employees, probationary employees, but excluding all sworn Police Officers and all other employees.

Section 2. The City will furnish the OPBA representative, to be designated by the OPBA in writing to the City, with a list of employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished upon the execution of this Agreement and will be supplemented by the names of all new employees as hired and employees that leave the bargaining unit.

ARTICLE 3 - DUES DEDUCTION

Section 1. During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the OPBA, and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees in the Medina Police Department for whom the City is currently deducting dues.

Section 2. The initiation fees, dues, or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the City the amounts due and owing from the employees involved.

Section 3. The City shall deduct dues initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA 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 OPBA shall indemnify the City for any such liabilities or damages that may arise.

ARTICLE 4 – MANAGEMENT RIGHTS

Unless otherwise agreed herein, the City maintains the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluation, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the workforce;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the workforce;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 5 – NO STRIKE

Section 1. Neither the OPBA nor any member of the bargaining unit shall directly or individually call, sanction, encourage, finance, participate, or assist in any way in any mass resignation, work stoppage or slow down, sympathy strike, or any other interference with the normal operations of the City. A breach of this provision shall be considered just cause for discipline, including discharge.

Section 2. The OPBA shall cooperate with the City in continuing operation in a normal manner and shall immediately order employees who are engaged in a violation of Section 1 of

the Article to return to work. If the OPBA sanctions or encourages or fails to order employees to comply with Section 1 of this Article, the OPBA shall be liable to the City for all damages arising from the OPBA's failure to comply with the provisions of this Article.

Section 3. The City shall not lock out any employees.

ARTICLE 6 - ASSOCIATION REPRESENTATION

Section 1. The City will pay an association representative who is requested to attend a grievance hearing or grievance meeting during the representative's scheduled work hours.

ARTICLE 7 -- DISCIPLINE

Section 1. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the City 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 OPBA.

Section 2. Disciplinary action taken by the City shall only be for good cause.

Section 3. Demotions and discharges of a non-probationary employee may be appealed at Step 3 of the Grievance and Arbitration Procedure. Suspensions and written reprimands of a non-probationary employee may be appealed in accordance with the Grievance and Arbitration Procedure.

Section 4. Except for discipline due to workplace violence and workplace harassment (e.g. sexual, racial), records of disciplinary actions shall not be considered for progressive disciplinary action at the expiration of the periods outlined below, as long as the employee does not receive additional discipline during such time period.

<u>Disciplinary Action</u>	<u>Time Period</u>
Written warning or reprimand	One (1) year
Suspension or demotion	Two (2) years

If, after the expiration of any of these time periods set forth above, the employee is disciplined and uses work history as a defense in order to mitigate the discipline, then all of the employee's prior discipline may be brought forth as evidence of the employee's work record.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the Procedure provided herein, and shall have the right to be represented by a Union representative and/or a Union attorney at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure; however, grievances involving demotions or termination shall be filed directly to Step 3 below.

Section 2. For the purpose of this procedure, the below listed terms are defined as follows:

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- B. Grievant – the “Grievant” shall be defined as the employee within the bargaining unit filing the grievance.
- C. Days – A “day” as used in this procedure shall mean the scheduled working day(s) of the party who is required to act.
- D. Party-in-Interest – A “party-in-interest” shall be defined as an employee of the City named in the grievance who is not the grievant.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. Except at Step 1, all decisions shall be tendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. 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 said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all aspects, be final, said adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

- D. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.
- E. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specific time limits will be deemed waived and void. If the City fails to reply within the 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.
- F. This procedure shall not be used for the purposes of adding to, subtracting from or altering in any way, any of the provisions of this agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure and a copy of all grievances shall be filed with the City Law Director at each step.

STEP 1. Any employee who believes he may have a grievance should first discuss it with his supervisor and attempt to settle the matter without involving this grievance procedure.

STEP 2. If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of Police within ten (10) days of the occurrence of the event giving rise to the grievance, or within ten (10) days after the grievant obtains knowledge of the facts which are the subject of his or her grievance. The Chief of Police shall provide a written answer within ten (10) days of receiving the grievance.

STEP 3. If the grievant is not satisfied with the written decision at the conclusion of Step 2, or for original appeals of demotions or terminations, a written appeal of the decision may be filed with the Director of Public Safety within five (5) days from the date the rendering of the decision at Step 2 or the issuance of the Notice of discipline. Copies of the written decisions shall be submitted with the appeal. The Director or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The Director or his designee shall issue a written decision to the employee and the Union representative within ten (10) days from the date of the hearing.

STEP 4. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fifteen (15) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. Within the fifteen (15) day period, the moving party shall request the American Arbitration Association to submit a panel of seven (7) arbitrators. The parties will choose one arbitrator by the alternative strike method.

Section 5. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall determine only whether there has been a violation of this Agreement within the allegations set forth in the grievance.

Section 6. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 7. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 8. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall not suffer a loss of pay if his/her attendance occurs during scheduled work hours. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

Section 9. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the ground that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The grievance will be heard on its merits before the same arbitrator in the same hearing. If the arbitrator determines the grievance is not within the purview of arbitrability, the arbitrator shall not rule on the merits of the grievance.

Section 10. 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 11. The grievance procedure set forth herein shall be the exclusive method of reviewing and settling grievances between a bargaining unit member and the City.

ARTICLE 9 – SENIORITY

Section 1. All new employees shall be considered probationary employees for a period of one (1) year, beginning from the first day of reporting to work.

Section 2. A probationary employee may be dismissed during the probationary period at the sole discretion of the City. Such dismissal is not subject to appeal through the grievance procedure or to the Civil Service Commission.

Section 3. Seniority shall be defined as the length of continuous service as a regular full or part-time employee in the classification which he is currently serving. A probationary employee shall not begin to accrue seniority until he has completed the first ninety (90) days of employment. At such time, a full-time employee will be credited with the seniority retroactive to his date of hire and shall continue to accrue seniority in accordance with his full-time status.

Section 4. For part-time employees, the amount of seniority shall be calculated by prorating the amount of hours worked with the amount of regularly scheduled hours in a standard work year (i.e., Part time employee worked 1040 hours the previous year, seniority is accrued is .5 years). After completion of the first ninety (90) days of employment, part-time employee shall be credited with seniority retroactive to his date of hire, but in accordance with his part-time employment status.

Section 5. An employee's seniority shall be terminated for any of the following reasons:

- A. Resignation
- B. Discharge for Just Cause
- C. Layoff for a period exceeding one (1) years
- D. Retirement
- E. Refusal or failure to report within ten (10) days from the date of mailing of a recall notice by certified mail to the employee's last official address as shown on the City's records.

Section 6. It is the specific intent of the parties to utilize seniority as defined herein to determine the order of layoff, displacement rights, and recall pursuant to the Civil Service Rules of the City of Medina. The parties specifically agree that retention points, including the use of performance evaluations as a factor, shall no longer be used to determine order of layoff, displacement rights and recall rights. For this reason, the parties agreed that Civil Service Rules IX, subsection (C) and Ohio Revised Code Section 124.325, and Ohio Administrative Code Sections 123:1-41-08, 123:1-41-09 are specifically preempted by this agreement for the purpose of calculating seniority. For other purpose not specifically addressed herein, the Medina Civil Service Rules and the Ohio Revised Code shall apply according to law.

ARTICLE 10 – NON-DISCRIMINATION

Section 1. The City and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or handicap.

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between the members and non-members.

ARTICLE 11 – GENDER

Section 1. Whenever the context so requires, the use of the words herein, whether in the masculine, feminine, or neutral genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 12 – HEADINGS

Section 1. It is understood and agreed that the use of headings before Articles is for convenience only and that no headings shall be used in the interpretation of said articles nor affect any interpretation of any such Article.

ARTICLE 13 – OBLIGATION TO NEGOTIATE

Section 1. The City and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining 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. Therefore, for the life of this Agreement, the City and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 14 – CONFORMITY TO LAW

Section 1. This Agreement shall be subject to and subordinated to any present and future Federal and State laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 15 – DUTY HOURS

Section 1. The regular workweek for all employees of the City covered by this Agreement will be forty (40) hours.

ARTICLE 16 – OVERTIME PAY AND COURT-TIME

Section 1. All employees, for work performed or compensated in excess of forty (40) hours per week except sick days per Article 19 and for all hours worked or compensated in excess of the regular weekly forty (40) hours scheduled except sick days per Article 19, shall be compensated at the rate of time and one-half.

Section 2. All time worked when called back after normal daily working hours or on a regular day off shall be compensated at the rate of one and one-half times his regular rate of pay, or the employee may elect to receive compensatory time, pursuant to Section 3. Employees called in to work on an unscheduled holiday shall receive double-time for each hour worked on the holiday.

Section 3. If any employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time may be granted by his department head, on an equivalent time basis, at a time mutually convenient to the employee and the department head, except that such accumulated compensatory time earned shall at no time exceed one hundred sixty (160) hours. Each hour of overtime worked shall be compensated by one and one-half (1 ½) hours of compensatory time, if so elected by the employee.

Once each calendar year during the term of this Agreement each employee shall be permitted to cash in up to thirty five percent (35%) of his accumulated compensatory time at his current regular rate of pay, provided the City may, in its sole discretion, permit an employee to cash in a greater percentage of the accumulated compensatory time. Any hours accumulated in excess of one hundred (100) hours shall be paid to the employee at the end of each calendar year.

Section 4. When the basic work day includes a shift premium, the premium will be considered part of the regular rate of pay for the purposes of figuring overtime.

Section 5. Every employee called back after normal daily working hours or on a regular day off including holidays for a court appearance shall be paid a minimum of three (3) hours at a rate of one and one-half (1 ½) times the regular rate of pay, provided the employee is not notified by 7:00 p.m. the day before the court appearance that the court appearance has been cancelled. If the employee is called back to work for more than one (1) court appearance in the same day, he shall be paid a minimum of three (3) hours for the first appearance and the actual time worked for the second appearance; unless there is three (3) hours or more between appearances, in which case the employee shall be paid a minimum of three (3) hours for each appearance.

ARTICLE 17 – HOLIDAYS

Section 1. All full-time employees shall receive the following paid holidays, provided the employee works their regularly scheduled shift before the holiday, the day of the holiday if scheduled on the holiday, and their regularly scheduled shift after such holiday, or is scheduled off the shift before and/or on the holiday and/or the shift after the holiday due to vacation, use of compensatory time, training day, stress day, or is on sick time due to a work-related injury:

New Year's Day	Independence Day
President's Day	Labor Day
Martin Luther King Day	Columbus Day
Memorial Day	Veterans' Day
Easter Sunday	Thanksgiving Day
	Christmas Day

Section 2. In addition, an employee may receive subject to the approval of the Mayor, any day appointed and recommended by the Governor of the State or the President of the United States, as a holiday.

Section 3. All full-time or regular employees shall receive pay for any legal holiday established by the City, and in the case of the shift employee, the holiday if it is his regularly scheduled work day, according to the following provisions:

Except as provided in Section 4 hereof, an employee whose regular work schedule does not permit a day off for a holiday shall receive his regular pay, and, in addition, holiday pay not to exceed eight (8) hours for each such holiday.

Section 4. New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving and Christmas are hereby designated as premium holidays. An employee who works a shift the majority of which actually falls on the premium holiday shall be paid at one and one-half times his regular rate of pay for that shift, and in addition, holiday pay not to exceed eight (8) hours. For the purposes of this Article, "majority" shall mean one-half of the scheduled hours or more.

Section 5. All part-time employees shall be paid holiday pay only for those holidays actually worked. Working the holiday means the employee works a shift the majority of which falls on the actual holiday. Additionally, part-time employees will also be paid the premium holidays, as referred to in Article 17, Section 4, if the employee works a shift the majority of which falls on the premium holiday.

ARTICLE 18 – VACATIONS

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

- A. An employee with less than five (5) years of service shall earn vacation with pay at the rate of 3.077 hours per pay period with a maximum earning of two (2) basic work weeks, and may carry over a maximum of 160 hours of earned vacation. Employees shall not be able to take vacation until completion of one (1) year of service.
- B. An employee with five (5) years, but less than eleven (11) years of service, shall earn vacation with pay at the rate of 4.615 hours per pay period with a maximum earning of three (3) basic work weeks, and may carry over a maximum of 240 hours of earned vacation.
- C. An employee with eleven (11) years, but less than twenty (20) years of service, shall earn vacation with pay at the rate of 6.154 hours per pay period with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.
- D. An employee with twenty (20) years or more of service shall earn vacation with pay at the rate of 7.692 hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.
- E. Employees will not be permitted to carry over vacation into the succeeding calendar year beyond the carryover limits set forth above in this section, in paragraphs A-D.
- F. Credited Service. For all employees hired after January 1, 1992 only service as a full-time employee of the City of Medina will be credited for purposes of vacation eligibility.
- G. For employees on a leave of absence, lay-off or a period of termination service time will not be accumulated during such leave of absence, lay-off, or period of employment termination.

Section 2. General practices and definitions.

- A. Employees will not be permitted to work for the City during their vacation periods and receive additional compensation; except an employee who has already taken off work for at least three (3) weeks of vacation in a calendar year may be compensated for additional accumulated and unused vacation if the Chief is unable to schedule the employee off prior to the end of the year and the vacation would be forfeited.
- B. Holiday During Vacation Period. When a City-observed holiday for which an employee is entitled to straight time pay, falls within the scheduled vacation period, he will be given an additional day off with pay or, at the discretion of his supervisor, a day's pay.
- C. Basic Work Week. A basic work week as used in Article 15.

Section 3. **Vacation Benefits For Employment Termination.** An employee who leaves the employ of the City for any reason will receive vacation pay for any vacation he may have been eligible to receive if not already taken at the time of his termination.

ARTICLE 19 – SICK LEAVE

Section 1. Each full-time employee shall accumulate sick leave at the rate of 4.615 hours for each eighty (80) hours of service in active pay status, including paid vacation and approved sick leave, but not during a leave of absence, lay-off or other period in inactive pay status.

Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employees' immediate family. The previously accumulated sick leave of an employee who has been separated from the City's service may be placed to his credit upon his re-employment in the City's service providing that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 2. An employee shall be permitted to convert two (2) days (either ten (10) or eight (8) hours, depending on the employee's regular work day) of sick leave to two (2) days (either ten (10) or eight (8) hours) of additional stress time for each six (6) month period during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. The usage of stress time shall not be considered the usage of sick leave. The stress days under this Article must be utilized within six months of when they are earned, and shall only be taken with advance approval of the Chief except where the day is used in an emergency situation.

Section 3. In addition to Section 1 above, each City employee shall be entitled to sick leave of thirty (30) days annually with pay, upon approval of the responsible administrative officer of the employing unit, for absence due to injury or occupational disease, where such injury has occurred or occupational disease has been contracted in the course of employment with the City of Medina, provided the same were not purposely self-inflicted. Unused sick leave under this section shall not be cumulative. The responsible administrative officer of the employing unit may require the employee to furnish a satisfactory affidavit that this absence was caused by injury or illness while working, on the job for the City. The additional sick leave provided in this Section is to be used only after accumulated sick leave as provided elsewhere in this Article has been depleted.

Section 4. A city employee may elect, at the time of retirement from active service and with ten (10) or more years of service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment which may be made under this section shall be for four hundred (400) hours.

ARTICLE 20 – STRESS DAYS

Section 1. All non-probationary employees shall, in addition to all other leave benefits, be granted two (2) stress days each year. Employees may earn an additional four (4) stress days pursuant to Article 19.

Section 2. The stress days shall only be taken with the advance approval of the Chief except where the day is used in an emergency situation.

Section 3. The stress days under this Article shall be charged against the employee's sick leave accumulation and must be used within the calendar year.

Section 4. Stress days are not cumulative and any stress days not taken within one year of crediting shall revert to the employee's sick leave balance.

ARTICLE 21 – LONGEVITY PAY

Section 1. All full-time employees of the City of Medina who have completed twenty (20) years continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of ninety dollars (\$90.00) per month payable semi-annually in June and December.

Section 2. All full-time employees of the City of Medina who have completed fifteen (15) years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of sixty-nine dollars (\$69.00) per month payable semi-annually in June and December.

Section 3. All full-time employees of the City of Medina who have completed ten (10) years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of forty-eight dollars (\$48.00) per month payable semi-annually in June and December.

Section 4. All full-time employees of the City of Medina who have completed five (5) or more years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of twenty-seven dollars (\$27.00) per month payable semi-annually in June and December.

Section 5. An employee returning from a leave of absence or lay-off will be entitled to pre-leave status relative to accumulated service time toward longevity pay. A terminated employee who returns to work for the City of Medina within a period of one (1) year shall be entitled to pre-leave status less one (1) year of accumulated service time toward longevity pay. Service time toward longevity pay will not be accumulated during a leave of absence, lay-off, or a period of employment termination.

ARTICLE 22 -- UNIFORM ALLOWANCE

Section 1. There is hereby granted a maximum yearly uniform and uniform-maintenance allowance of nine hundred and sixty dollars (\$960.00) to each member of the bargaining unit, except that during the first six (6) months of employment there will be no uniform allowance.

Said allowance shall be appropriated by the Medina City Council and paid semi-annually directly to the officer.

Section 2. There is hereby granted a sufficient allowance necessary to purchase one complete uniform, as prescribed by the Chief of Police, to each new member of the bargaining unit.

ARTICLE 23 -- LEAVE OF ABSENCE

Section 1. All employees who are members of the Ohio National Guard or members of other reserve components of the Armed Forces of the United States shall be entitled to a military leave of absence from their respective duties without loss of regular pay, holiday pay, or vacation time for such time as they are in the military service on field training or active duty for periods not to exceed thirty-eight (38) days in any one calendar year after presentation of official orders and submission of a leave request. The department head shall be required to arrange a shift change permitting employees working other than Monday through Friday to participate in National Guard or Reserves weekend training sessions without loss of time. If no such shift change can be arranged, the employees shall be entitled to a leave of absence for same without loss of regular pay.

Section 2. All regular employees, who are drafted, or who enter the Armed Forces of the United States during a period of national emergency, or who are called to active duty in the Armed Forces Reserve or Ohio National Guard, shall be granted an extended military leave of absence for the period of military commitment. Upon presentation of official orders, such an employee shall receive pay for the number of working days according to his regular work schedule accruing during the first thirty-eight (38) calendar days of military leave.

- A. An employee granted an extended military leave may elect to be paid for any accumulated annual leave.
- B. Employees on extended military leave shall continue to earn seniority credit for purposes of annual leave and promotional examination.
- C. Upon return from extended military leave, employees will be reinstated to the same pay step of the pay schedule at which they were situated at the time of leave of absence. Thus, employees on extended military leave will receive any general salary adjustments that were granted during their absence to their job classifications. Employees on extended military leave do not earn time towards merit raises or longevity pay steps during the unpaid period of military leave. However, they shall retain such service time as they had at the time of leave of absence.

Section 3. Any employee having been in the employ of the City of Medina for at least six (6) months may be granted a leave of absence without pay by the responsible appointing authority or elected official for a period of time as deemed warranted, but not to exceed six (6) months within one year. Written notice of said leave will be given to the Civil Service Commission and the Finance Director.

- A. Group hospitalization insurance may be retained during a leave of absence in accordance with federal and state law.
- B. Accumulated Benefits. Time toward sick, vacation, or longevity pay will not accumulate during the leave of absence. Upon return to work, the employee will be entitled to pre-leave status relative to accumulated sick, vacation, or longevity pay as well as pay range and step and job classification.
- C. Step Increases. An employee who has been granted a leave of absence will not receive a step increase under Section 27.1 unless he or she has accumulated a total of nine (9) months active service during the prior calendar year.
- D. Any employee who is called for jury duty during his normal working hours shall be entitled to leave for such service and shall be paid for such leave time at the usual rate for the applicable pay grade and step.

Section 4. Funeral Leave. Each employee shall be entitled to up to three (3) days paid funeral leave, deducted from the employee's accumulated sick leave, for the purpose of attending the funeral, whenever the death occurs in their immediate family. The above is limited to the death of the employee's spouse, mother, father, brother, sister, child, parents-in-law, or step-child actually living in the household. Employees shall be entitled to one (1) paid day, deducted from the employee's accumulated sick leave, for the death of the employee's grandparents, grandchildren, brother- and sister-in-law, step-children not living in the household and grandparents-in-law. Such days shall be in addition to all other leave available to the employee.

ARTICLE 24 – TRAVEL, TELEPHONE AND EDUCATIONAL BENEFITS

Section 1. Any employee may attend, at the expense of the City, any conference or other municipal business relating to municipal affairs, if approved by the Mayor. If advanced funds are necessary, the employee shall submit said request to the Finance Department not less than fourteen (14) calendar days in advance of the event and shall be paid within three (3) calendar days of the event.

Section 2. Any employee may be reimbursed for his actual, necessary expenses incurred while traveling on official business authorized by law or by his position, office, or employment. The IRS standard business mileage rate will be allowed for the use of privately owned vehicles.

Section 3. All requests for such allowance shall be made in writing to the Mayor in duplicate showing the necessity for such attendance and an estimate of the costs thereof to the City.

Section 4. Upon return, all expense reports with applicable itemized receipts attached shall be approved by the Mayor prior to being submitted to the Finance Department for payment.

Section 5. All approved expense reports shall be paid within thirty (30) calendar days of submission to the Finance Department.

Section 6. Upon presentation of receipts as specified by the Finance Director, any employee required by his department head to have a private telephone in his home shall be reimbursed for the difference between the cost of a party line and a private line within the City of Medina amounting to eighty-five cents (85¢) per month. Said reimbursement shall be made annually in January of each year based on receipts presented as stated above for the prior year. Terminating employees shall be reimbursed at the time of termination.

Section 7. Upon receipt of or proof of having earned and maintained an EMT certification; associate degree in the law enforcement field; a four (4) year baccalaureate degree from an accredited university; or upon proof of an honorable discharge after having served three (3) or more years in a branch of the United States Military; or upon proof of having served three (3) or more years on reserve duty for a branch of the United States military; or three (3) or more years in the Ohio National Guard, a dispatcher shall receive additional compensation in the amount of three hundred fifty dollars (\$350.00) payable semi-annually in June and December of each contract year. Payments to each employee under this Section shall not exceed \$350.00 annually.

ARTICLE 25 – GROUP HOSPITALIZATION

Section 1. The City shall provide group hospitalization, surgical and dental insurance coverages or options to bargaining unit employees (except short-term temporary employees and those employed less than thirty (30) hours per week). A summary of insurance benefits that the City shall provide is set forth in Attachment A.

The premiums for such plan shall be paid as follows:

- A. Effective April 1, 2020, the City shall pay eighty percent (80%) of the premium costs, and the bargaining unit member shall pay twenty percent (20%) of the premium costs through payroll deduction. Employees who satisfy the wellness program obligations (see, Attachment B) will be eligible for a “wellness” discount and will pay thirteen percent (13%) as their premium contribution for 2020. In order to qualify for the reduced premiums in 2021 and 2022 the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.
- B. Effective January 1, 2021, if the City’s insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations

shall pay fourteen percent (14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay twenty percent (20%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2020 percentage (13% or 20%) for 2021 if the City's insurance premium costs do not increase or increase by less than one percent (1%).

- C. Effective January 1, 2022, if the City's insurance premium costs increase by one percent (1%) or more, and the employees are still paying a thirteen percent (13%) premium contribution, the employees satisfying the wellness program obligations shall pay a premium contribution one percent (1%) higher than the 2021 rate (an increase to 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay twenty percent (20%) as their premium contribution. The employee premium contribution percentage shall remain at the 2021 percentage for 2022 if the City's insurance premium costs do not increase or increase by less than one percent (1%).
- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.

Temporary full-time employees expected to be employed by the City for a continuous period greater than three (3) months shall be eligible for said benefit.

Section 2. The City retains the right, in its sole discretion, to change insurance carriers, provided the benefits and coverages under the policy with the new carrier are comparable to or better than the benefits and coverages provided to bargaining unit employees as of the effective date of this Agreement.

Section 3. Employees who are eligible to receive family coverage under any comprehensive group medical plan who opt not to participate in such program and execute an appropriate waiver form, and who have met the wellness program obligations, will receive Four Hundred Twenty-Five Dollars (\$425.00) per month in lieu of medical insurance coverage. Employees opting out of family coverage, who have not met the wellness program obligations, will receive Two Hundred Dollars (\$200.00) per month in lieu of medical insurance coverage.

Section 4. Employees opting out who have successfully completed the wellness obligations of their spouse's healthcare plan can be considered as having satisfied the City's wellness obligations, provided that the City has approved the wellness criteria of the spouse's plan and confirmed the employee's satisfaction of same.

Section 5. The City and the OPBA mutually recognize that health care cost control is an important consideration and of mutual interest to both parties. The parties agree that the City's health care coverage and premium rates should be reviewed by an independent health care consultant. Accordingly, the City and OPBA agree to negotiate in good faith concerning health

care cost control in the group hospitalization program provided by this Agreement at the end of the term of the Agreement.

Section 6. The City agrees that a representative of the bargaining unit shall participate in the study of health care coverage and premium cost issues with the City's Health Care Committee. Any agreed-upon resolution of healthcare program issues adopted by the Health Care Committee, and, in turn, approved by both the City and the Union, shall be incorporated into this Agreement.

ARTICLE 26 -- WAGES

Section 1. (A) Retroactive to January 1, 2020, members of the bargaining unit shall be compensated in accordance with the following two and one-half percent (2.50%) increase to pay grades and step increases as appropriate:

DISPATCHERS

	A	B	C	D	E	F
Hourly	\$18.97	\$19.92	\$20.92	\$21.97	\$23.07	\$24.22
Annual (x 2080)	\$39,457.60	\$41,433.60	\$43,513.60	\$45,697.60	\$47,985.60	\$50,377.60

(B) Effective the first pay following January 1, 2021, members of the bargaining unit shall be compensated in accordance with the following two and one-half percent (2.50%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$19.44	\$20.41	\$21.43	\$22.50	\$23.63	\$24.81
Annual (x 2080)	\$40,435.20	\$42,452.80	\$44,574.40	\$46,800.00	\$49,150.40	\$51,604.80

(C) Effective the first pay following January 1, 2022, members of the bargaining unit shall be compensated in accordance with the following two and three-quarter percent (2.75%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$19.97	\$20.97	\$22.02	\$23.12	\$24.28	\$25.49
Annual (x 2080)	\$41,537.60	\$43,617.60	\$45,801.60	\$48,089.60	\$50,502.40	\$53,019.20

Section 2. The City will pay ten percent (10%) of the employee's contribution to the Public Employee Retirement System. Effective upon execution, the City shall pay said amount pursuant to a "Deferred" plan as approved by the Public Employee Retirement System and explained herein (Attachment C).

ARTICLE 27 – ADVANCEMENT WITHIN PAY RANGE

Section 1. Commencing with the first pay in January of each year, employees in each classification shall be granted a merit increase by advancement to the next immediate pay step within the pay grade of the particular classification of that employee, providing the advancement is approved in writing by the department head and the appointing authority of the department in which he or she is employed.

Any new employee, or one who has terminated and returned to City employment, must have active service from the first scheduled work day in October of the prior year in order to receive such step increase.

Section 2. Any new employee starting in the employ of the City, or any terminated employee of the City who returns to work for the City of Medina in a classification different from that which was held prior to termination, shall be employed at the minimum rate of the appropriate pay grade. The appointing authority may authorize the employment of such employee at a beginning wage in a higher step within the pay grade of the particular classification if employment conditions existing at the particular time and the qualifications of the employee require it, subject to approval of the Mayor and the Chairman of the Finance Committee of City Council, and verification of the Finance Director as to the availability of funds, and no payment shall be made at the higher rate until the conditions of this section have been met.

Section 3. With the approval of the appointing authority, any employee who previously terminated without delinquency and is reinstated within one year from termination to the same classification as held previously may be placed in the same step he or she was in at the time of termination. If the time of reinstatement disallows eligibility for advancement, and the appointing authority feels advancement is warranted, he or she may grant it subject to the approval of the Mayor and the Chairman of the Finance Committee of City Council.

ARTICLE 28 – SHIFT DIFFERENTIAL

Section 1. Effective March 29, 2020, there is hereby granted a fifty cent (\$0.50) hourly pay differential for employees assigned to working the second or third shifts.

ARTICLE 29 – LIFE INSURANCE

Section 1. The City agrees to provide (either through self-insurance or a policy of insurance) a twenty-five thousand dollar (\$25,000.00) life insurance/accidental death and dismemberment (“life insurance”) benefit to members of the bargaining unit.

Section 2. In the event the bargaining unit member’s life insurance is provided through an insured plan and the City qualifies under the terms of the insured plan to offer additional life insurance coverages, bargaining unit members may purchase additional coverages through payroll deductions. The costs of any additional life insurance coverages shall be the sole responsibility of the bargaining unit member.

ARTICLE 30 – SAVINGS CLAUSE

Section 1. In the event any one or more provisions of the Agreement is or are deemed invalid or unenforceable by any final decision or a court of governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

ARTICLE 31 – RETENTION OF BENEFITS

Section 1. All benefits which are presently enjoyed by all City employees are a part of working condition and shall be continued throughout the life of this Agreement.

ARTICLE 32 – WAGE CONTINUATION PROGRAM

Section 1. Any employee who suffers a compensable industrial injury or illness can, subject to the below-mentioned terms, receive injury leave at full-salary and full benefits (in so far as full benefits are provided to employees on workers' compensation) in lieu of workers' compensation, lost-time benefits. Payments for related medical benefits are the responsibility of the Bureau of Workers' Compensation (OBWC).

Section 2. QUALIFICATIONS

1. The injury or illness must be determined to be compensable by the City, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before paperwork is filed with OBWC.
2. Competent medical proof of disability must be provided via form C-84 or Physician's Update and Physical Capabilities Form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. On the Clock Care of Medina General Hospital is the City's chosen provider.
3. The employee must complete a C-1, OD-1, or FROI-1 application and sign a wage agreement, medical release and an election form.
4. The City reserves the right to have the employee examined by a physician of its choice at the City's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of injury leave benefits.
5. Injury leave time will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations:

Section 3. TERMINATION CONDITIONS

Wage continuation/injury leave will cease upon any of the following conditions:

1. Attending physician releases employee to return to work.
2. Employee returns to work for another employer.
3. Employee fails to return to transitional "limited duty" assignment consistent with his/her medical restrictions and approved by the injured worker's treating physician.
4. Employee fails to appear for employer-sponsored medical examination.
5. Employee has reached maximum medical recovery and/or the condition has become permanent.
6. Regardless of the above conditions of termination, management may, at its sole discretion terminate injury leave benefits at any time of disability exceeds ninety (90) calendar days. The maximum claim allowed per employee is one hundred-eighty (180) calendar days per year.
7. The claim is found to be fraudulent after payment has commenced.
8. The injured worker attempts to collect both wage continuation and temporary total compensation; or
9. Employment termination.

ARTICLE 33 – EMPLOYEE RIGHTS

Section 1. The procedural provisions of this article shall be followed whenever an employee is suspected of an action or inaction which could result in a disciplinary action or criminal charges being filed against the employee. This article shall also apply, where appropriate (Sections 2, 4, 5, and 7), to employees questioned as a witness. This article shall not apply to communications or conversations intended to provide instructions, training or corrections of work performance or techniques.

Section 2. In the event an employee is to be questioned or interviewed concerning an allegation of misconduct, the employee shall be informed at the commencement of the investigation as to the general nature of the alleged misconduct (whether disciplinary or criminal) and of the factual allegations against the employee known at that time. If an employee to be questioned is, at the time of questioning, a witness and not under investigation, he shall be so advised of such status.

Section 3. At the time any employee is notified that he or she is the subject of an investigation, the employee shall be given the opportunity to contact a Union Representative and/or Union Attorney for the purpose of representation. The scheduled interview shall not be delayed more than twenty-four (24) hours in order for the employee's representative to be present, unless the parties agree otherwise.

Section 4. Questioning or interviewing of any employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise or the parties agree otherwise. Investigative sessions shall be for reasonable periods of time.

Section 5. Before an employee may be charged with insubordination or a like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that he is being ordered to answer or participate and that such refusal, if continued, may be made the basis for such a charge. No employee shall be charged with insubordination where such refusal is based on the employee's exercise of the rights afforded the employee in regard to a criminal investigation unless the employee is informed by the investigating officer that his or her responses to questions will not result in criminal charges against the employee. If the employee is ordered to answer the questions after being so advised, an employee's refusal to answer questions or refusal to participate in the investigation may form the basis for a charge of insubordination.

Section 6. All complaints by citizens, which may result in suspension, reduction, or discharge of a bargaining unit employee, shall be in writing and signed by the complainant. However, the Employer reserves the right to investigate any complaint and to question a bargaining unit employee regarding any complaint, including an anonymous complaint. Discipline shall not be imposed solely on the basis of an anonymous complaint.

Section 7. Polygraph. In the course of questioning, an employee may only be given a polygraph examination (or voice stress analysis, etc.) with his or her consent. Such consent shall set forth the purposes for which the test results may be used. Such examination shall not be used in any subsequent court action, except in accordance with applicable rules of evidence. An employee's refusal to consent to such an examination shall not be the basis for disciplinary action.

Section 8. Status of Investigations. An employee subject to investigation shall, upon request, be advised at reasonable intervals either that the matter is still under investigation or that the investigation has been concluded, and shall be advised of the conclusion and finding of such investigation. All items in an employee's personnel file with regard to complaints and investigations will be clearly marked with respect to final disposition.

ARTICLE 34 – DURATION

Section 1. The term of this Agreement shall be from the date of ratification (March 23, 2020) through October 31, 2022.

Section 2. Due to the contract expiration date of October 31, 2022, the City agrees that restrictions on the Conciliator's power pursuant to Ohio Revised Code 4117.14(G)(11) are waived by the City for purposes of negotiating the successor collective bargaining agreement. As such, the Conciliator appointed pursuant to negotiations for the successor collective bargaining agreement shall have full power to award wages and other matters of compensation from the contract expiration date and thereafter.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto have set their hands this _____ day of April, 2020

On Behalf of the
CITY OF MEDINA

On behalf of the
OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

Dennis T. Hanwell
Mayor, City of Medina

Edward Kinney
Chief of Police, City of Medina

George E. Gerken
Attorney for Ohio Patrolmen's Benevolent
Association

APPROVED AS TO CONTENT:

Jon M. Dileno, Esq.
Zashin & Rich Co., LPA

APPROVED AS TO FORM:

Gregory Huber, Esq.
Law Director, City of Medina
1659-19-01

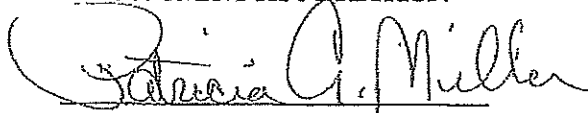
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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto have set their hands this _____ day of April, 2020

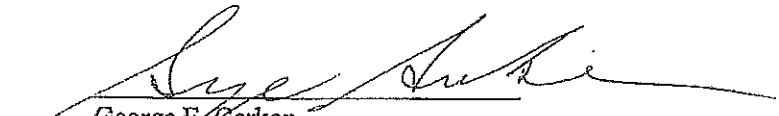
On Behalf of the
CITY OF MEDINA

On behalf of the
OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION



Dennis T. Hanwell
Mayor, City of Medina

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Chief of Police, City of Medina



George E. Gerken
Attorney for Ohio Patrolmen's Benevolent
Association

APPROVED AS TO CONTENT:

Jon M. Dileno, Esq.
Zashin & Rich Co., LPA

APPROVED AS TO FORM:

Gregory Huber, Esq.
Law Director, City of Medina
1659-19-01

Attachment A
SUMMARY PLAN DESCRIPTION



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-585-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-585-2583 to request a copy.

Important Questions	Answers	Why This Matters
What is the overall deductible?	\$500/single, \$1,000/family Network \$1,000/single, \$2,000/family Non-Network	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$1,000/single, \$2,000/family Network Unlimited/single, Unlimited/family Non-Network	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, See MedMutual.com/SBC or call 800-585-2583 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.



All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. Services with copayments are covered before you meet your deductible, unless otherwise specified.

Common Medical Event		Services You May Need	What You Will Pay	Limitations, Exceptions, & Other Important Information
if you visit a health care provider's office or clinic		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
if you have a test	Primary care visit to treat an injury or illness	\$20 copay/visit	40% coinsurance	None
	Specialist visit	\$40 copay/visit	40% coinsurance	None
if you need drugs to treat your illness or condition	Preventive care/ screening/ immunization	No charge	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
	Diagnostic test (x-ray)	No charge	40% coinsurance	None
	Diagnostic test (blood work)	No charge	40% coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None
	Generic copay - retail Tier 1	\$15	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	\$30	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	\$30	Does Not Apply	Covers up to a 30-day supply.
	Preferred brand copay - home delivery Tier 2	\$60	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	\$50	Does Not Apply	Covers up to a 30-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$100	Does Not Apply	Covers up to a 90-day supply.
Specialty drugs	Applicable drug tier copay applies	Does Not Apply	Covers up to a 30-day supply.	

More information about **prescription drug coverage** is available at MedMutual.com/SBC

Common Medical Event	Services You May Need	What You Will Pay	Eliminations, Exceptions & Other Important Information
		<p><u>Network Provider (You will pay the least)</u> <u>Non-Network Provider (You will pay the most)</u></p> <p>20% coinsurance 40% coinsurance</p>	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center) Physician/surgeon fees (Outpatient)	\$20 copay/visit at PCP; \$40 copay/visit at Specialist; 20% coinsurance all other places after deductible	None
If you need immediate medical attention	<u>Emergency room care</u> <u>Emergency medical transportation</u> <u>Urgent care</u>	\$100 copay/visit \$50 copay/visit	None (includes non-emergency)
If you have a hospital stay	Facility fee (e.g., hospital room) Physician/ surgeon fee (inpatient)	\$20 copay/visit 20% coinsurance 20% coinsurance	None None None
If you need mental health, behavioral health, or substance abuse services	Outpatient services Inpatient services	40% coinsurance Benefits paid based on corresponding medical benefits Benefits paid based on corresponding medical benefits	None None None
If you are pregnant	Office visits	No charge 40% coinsurance	<u>Cost sharing</u> does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). None None
	Childbirth/delivery professional services Childbirth/delivery facility services	20% coinsurance 20% coinsurance	40% coinsurance 40% coinsurance

Common Medical Event	Services You May Need	What You Will Pay	Limitations, Exceptions, & Other Important Information
	Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	(60 visits per benefit period)
	Rehabilitation services (Physical Therapy)	\$20 copay/visit	(30 visits per benefit period)
	Habilitation services (Occupational Therapy)	\$20 copay/visit	(60 visits per benefit period; except for work hardening, which is not covered)
	Habilitation services (Speech Therapy)	\$20 copay/visit	(60 visits per benefit period)
	Skilled nursing care	20% coinsurance	(120 days per benefit period; combined with Physical Medicine and Rehabilitation)
	Durable medical equipment	20% coinsurance	None
	Hospice services	20% coinsurance	None
	Children's eye exam	No charge	None
	Children's glasses	Not Covered	Excluded Service
	Children's dental check-up	Not Covered	Excluded Service
If your child needs dental or eye care			

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric Surgery
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Dental Care (Adult)
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Private-Duty Nursing
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic Care
- Hearing Aids
- Routine Eye Care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: your state insurance department at 800-686-1526 and the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or cchio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your state insurance department at 800-686-1526 or your plan at 800-585-2583.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

----- To see examples of how this plan might cover costs for sample medical situations, see the next section.

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.



Peggy's having a baby
(Covers prenatal care and hospital delivery)

- The plan's overall deductible \$500
- Specialist copay \$40
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost \$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$0
Coinsurance	\$500
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$1,060

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-585-2583.

Managing Joe's Type 2 Diabetes
(A year of routine in-network care for a well-controlled condition)

- The plan's overall deductible \$500
- Specialist copay \$40
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost \$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$1,200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Joe would pay is	\$1,760

Mia's Simple Fracture
(In-network emergency room visit and follow up care)

- The plan's overall deductible \$500
- Specialist copay \$40
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost \$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$200
Copayments	\$300
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$500

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-585-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

Multi-Language Interpreter Services & Nondiscrimination Notice



This document notifies individuals of how to seek assistance if they speak a language other than English.

Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

Chinese

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

Arabic

ملحوظة: إذا كنت تتحدث اذكر اللغة, فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-382-5729 رقم هاتف الصم والبكم (711).

Pennsylvania Dutch

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff. Call 1-800-382-5729 (TTY: 711).

Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телетайп: 711).

French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

Navajo

Díí baa akó nínfzín: Díí saad bee yánífti' go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jilk'eh, éí ná hóló, kojí' hódíílnih 1-800-382-5729 (TTY: 711).

Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711)번으로 전화해 주십시오.

Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

Japanese

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711)まで、お電話にてご連絡ください。

Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

Tagalog

PAUNAWA: Kung nagsasalita ka ng Tagalóg, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).

QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.

Nondiscrimination Notice

Medical Mutual of Ohio complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Medical Mutual does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.

Civil Rights Coordinator

Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900

Email: CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
U.S. Department of Health and Human Services
200 Independence Avenue, SW Room 509F
HHH Building
Washington, DC 20201-0004
- By phone at:
(800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:
hhs.gov/ocr/office/file/index.html

Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or Consumers Life Insurance Company.

Attachment B
WELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2021, 2022 and 2023 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2020; August 31, 2021 and August 31, 2022 to be administered by the wellness provider. The Health Risk Analysis is comprised of:
 - a. A Health Risk Questionnaire, including height, weight, body mass index (BMI), waist circumference.
 - b. Biometric screening in the form of a blood draw that will measure:
 - i. Total Cholesterol
 - ii. High-density lipoprotein (HDL)
 - iii. Glucose
 - iv. Low-density lipoprotein (LDL)
 - v. Triglycerides
 - vi. Blood pressure
2. Maintain an active account with a wellness provider designated by the City.
 - a. Employees will need to log onto the website a minimum of 10 days per month and enter one or more entries each of those days. A minimum total of 10 days per month or 120 days per 12 months of logged entries must be entered in the following time frames: 09/01/2019-08/31/2020, 09/01/2020-08/31/2021; 09/01/2021-08/31/2022.
 - b. This total will be gathered on an average, so if the employee misses logging on a specific month, although they will not be able to back log/back enter into a previous month once it has ended, they will be able to add additional entries in the current/future months to maintain their acceptable average. One activity per day, each month is the maximum credit they can earn towards the 120 annual amount.
3. Employee must attend or participate in three (3) Educational Activities during the following time frames: 09/01/2019-08/31/2020; 09/01/2020-08/31/2021, 09/01/2021-08/31/2022 – these can be a combination of any activities offered (need proof of participation).

Wellness program requirements may be subject to change based on the Healthcare Committee recommendations.

The parties agree, in concept, to the introduction of an outcomes-based component to the Wellness Program in future Collective Bargaining Agreements. The parties agree to discuss the

introduction of the outcomes-based component in the next negotiations consistent with the Federal Patient Protection and Affordable Care Act.

Wellness Program design complies with Federal regulations. Program design may change as new regulations and / or clarifications are issued.

Attachment C
PENSION ALTERNATIVES

**Memorandum of Understanding -
Scheduling**

ATTACHMENT C

Wesley - Police Department Pension alternatives, 000

Page 1

B

Police Department
December 18, 1998

Comparisons of various pension alternatives:

Assumptions

- 25% Tax
- 10% Pension share
- 75% Pension payment (based on last and highest three years)
- \$ 40,000 base pay

	Current	Pick up	Deferred *
Base pay plus 10% ins.	\$44,000	\$40,000	\$44,000
Taxes before pension	11,000	10,000	
Taxes after pension			\$9,900
Pension share	4,400	0	4,400
Take home pay	28,600	\$0,000	29,700
Retirement pay	\$33,000 (Part Taxable)	\$30,000 (Full taxable)	\$33,000 (Full Taxable)

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF MEDINA
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(DISPATCHERS)

SCHEDULING

The City of Medina ("the City") agrees that when its number of full-time dispatchers employed reaches nine (9), within thirty (30) days thereafter, it will implement a 10-hour shift schedule. The City will agree to maintain a 10-hour shift schedule for a 12-month period ("the 12-month period"). However, if the number of available dispatchers, due to separation from employment or due to an extended leave, causes the number of available personnel to drop below nine, the City reserves the right to modify the regular shift schedule of its dispatchers per the terms of the parties' collective bargaining agreement ("the CBA") until the number of available dispatchers is reestablished at nine or more during the 12-month period.

The City otherwise reserves the right to modify the regular shift schedules of its dispatchers per the terms of the CBA upon conclusion of the 12-month period, with thirty (30) calendar days advance notice to the Union. If the City maintains the 10-hour regularly-scheduled shifts beyond the 12-month period, it reserves the right to modify those shifts at any time per the terms of the CBA. However, the City agrees that it will provide fourteen (14) days advance notice of and change of the regularly-scheduled shifts of the dispatchers, and also agrees to post the monthly schedules ten (10) calendar days prior to the first day of the month.

The City may avoid adherence to these notice provisions in the event of unforeseen employment separations or leaves of absence, and such does not impede any rights the City has to adjust individual schedules due to absences (sick leave, vacation) from work.

RESOLUTION NO. 82-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF BRUNSWICK, TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR A PY20 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) GRANT, AND DECLARING AN EMERGENCY.

WHEREAS: The State of Ohio, Development Services Agency, Office of Community Development has established the PY20 Community Housing Impact and Preservation Program (CHIP) Guidelines; and

WHEREAS: The partnership has designated The City of Medina, Ohio to be the Grantee applying to the Ohio Development Services Agency for funding under the PY2020 Community Housing Impact and Preservation Program (CHIP) Grant for funds to be used for housing improvements for low and moderate income homeowners in the Cities of Medina and Brunswick; and

WHEREAS: It is estimated that the total amount of eligible funding for each City is \$350,000.00 making the total grant request \$700,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Partnership Agreement with the City of Brunswick and to file an application for grant assistance from the Ohio Development Services Agency for a PY2020 Community Housing Impact and Preservation Program (CHIP) Grant. The funds from this grant will be used for housing improvements for low and moderate income homeowners in the Cities of Medina and Brunswick. The City of Medina acknowledges that it will be responsible for the entire CHIP grant award, if funded.

SEC. 2: The City of Medina proposes to utilize the requested funds, if awarded, to carry out the following housing activities:

See attached PY 2020 CHIP Partnership Structure Narrative, Marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That if the Grant is awarded to the City of Medina, the Mayor is authorized to accept the grant and enter into an agreement with Ohio Regional Development Corporation and the Ohio Development Services Agency for its implementation and administration and execute any and all documentation associated with said grant.

- SEC. 4:** That a copy of the Partnership Agreement with the City of Brunswick is marked Exhibit B, attached hereto, and incorporated herein.
- SEC. 5:** That a copy of the Agreement with Ohio Regional Development Corporation is marked Exhibit C, attached hereto, and incorporated herein.
- SEC. 6:** That this Resolution is subject to the Law Director's final approval.
- SEC. 7:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 8:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to comply with Ohio Development Services Agency requirements and deadlines; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

PY 2020 CHIP PARTNERSHIP STRUCTURE NARRATIVE

Exh A
RA 82-20

Grantee: City of Medina Partner(s): City of Brunswick

Administrative Consultant: Ohio Regional Development Corporation

The City of Medina and the City of Brunswick are partnering together for the Program Year 2020 Community Housing Impact and Preservation (CHIP) Program to improve and protect the supply of sound, serviceable, and affordable owner and renter occupied housing stock in The Cities of Medina and Brunswick. The service area will be The City of Medina and the City of Brunswick. Ohio Regional Development Corporation (ORDC) will be the administrative consultant for all partners. ORDC's Housing Specialist will administer the daily grant duties while the President and Grants Director will provide the oversight.

Grant Fund Distribution:

The City of Medina is applying for a **grand total of \$700,000** with the following breakdown of activities:

Rehabilitation Assistance- Owner Rehabilitation	\$ 390,000, 8 units
Repair Assistance- Owner Home Repair	\$ 210,000, 12 units
Tenant-Based Rental Assistance	\$ 16,000, 4 units
Administration	\$ 81,000
Fair Housing	\$ 3,000

Funds are being applied for and budgeted in this partnership using the State of Ohio, Development Services Agency methodology. This grant budget is \$350,000 for the City of Medina (Grantee Partnering City within County with population above 15,000), and \$350,000 for the City of Brunswick (Partnering City within County with population above 15,000), for a grant total of \$700,000. The budget breakdown is as follows:

Please Note: In no instance will the State of Ohio's Maximum amount of assistance be exceeded for any activity. As the Grant nears completion, it is probable there will be available funds remaining in each Partner's Budget, for Rehab and Repair Assistance, at that time, those remaining funds will be compiled and committed to the next available, eligible project in the Partnership.

City of Medina: \$350,000

Rehabilitation Assistance- Owner Rehabilitation	\$195,000, 4 units
Repair Assistance- Owner Home Repair	\$105,000, 6 units
Tenant Based Rental Assistance	\$ 8,000, 2 units
Administration	\$ 40,500
Fair Housing	\$ 1,500

City of Brunswick: \$350,000

Rehabilitation Assistance- Owner Rehabilitation	\$ 195,000, 4 units
Repair Assistance- Owner Home Repair	\$ 105,000, 6 units
Tenant Based Rental Assistance	\$ 8,000, 2 units
Administration	\$ 40,500
Fair Housing	\$ 1,500

Re-Structure of Funds: The City of Medina/City of Brunswick Partnership is focused and committed to meeting the State's new Milestone deadlines. Therefore, the proceeding budget details the plan of implementation. However, if funds must be "moved" between Partners to assure the Medina/Brunswick Partnership CHIP Grant meets those deadlines, those changes will be made. Regular progress assessments will be made of each of the partner's funds with State's mandatory Milestones. If necessary, "re-organization" of uncommitted funds will

PY 2020 CHIP PARTNERSHIP STRUCTURE NARRATIVE

take place to meet mandatory milestones. Uncommitted funds will be committed by whichever partner can utilize them immediately to complete the work by the PY 2020 grant milestones and deadlines. The ultimate goal of the Partnership is to assist residents of Medina and Brunswick with making their homes decent, safe, serviceable and affordable while assuring all regulations and milestones are met.

Progress Assessment: To assure all partners meet their projected outcomes and budgeted grant funds, reports will be completed and provided to all the partners by the administrator on a monthly basis. This will promote regular oversight by all parties, as well as present the status of funds and the progress of each partner. The method will ensure projected outcomes will be achieved and budgeted funds will be expended.

Checks and Balances: Monthly progress reports will be used for Checks and Balances. By providing monthly progress reports, it will allow all Partners to be aware of the progress, commitments and any re-organization of funds, if necessary. Nonetheless, the partnership is not concerned about partners meeting their budgets and goals. The City of Medina has completed many CHIP grants within State deadlines in the past, as has the City of Brunswick. The Cities of Medina and Brunswick partnered for the PY 2018 CHIP grant and are excited to partner again. This Partnership will be a team effort to assure a successful completion of the PY-20 CHIP grant and to serve the citizens of the Cities of Medina and Brunswick.

Exh. B
Rev. 8/2/20

PY 2020 COMMUNITY HOUSING IMPACT AND PRESERVATION
PROGRAM (CHIP)

PARTNERSHIP AGREEMENT

This Partnership Agreement is entered into this 14th day of April, 2020, by and
Between the City of Medina and the City of Brunswick (collectively referred to herein as the
"Partners").

Whereas, the State of Ohio, Development Services Agency, Office of Community
Development has established through the Program Year ("PY") 2020 Community Housing
Impact and Preservation Program Guidelines included in the State of Ohio Action Plan, a
partnership option allowing eligible communities to partner on one single application:

Whereas, the Partners' election to file an application pursuant to a Partnership Agreement
increases the maximum potential funding for each Partner by an additional \$100,000 in excess
of the grant threshold for single applicants;

Whereas, by electing to file an application pursuant to a Partnership Agreement, the
potential total grant award will be \$700,000; and

Whereas, by electing to file an application pursuant to a Partnership Agreement, the
collective application has the potential to gain additional points for partnering.

WHEREFORE, the Partners to this Partnership Agreement hereby agree as follows:

- 1) The Partners hereby designate the City of Medina as the grantee for the 2020
CHIP Partnership Application (the "Grantee");

2) The Partners hereby agree that this Partnership Agreement specifically relates to the Community Housing Impact and Preservation Grant ("CHIP Grant") and includes all possible funding sources including CDBG, HOME, and OHTF, if awarded.

3) The Partners agree to adopt the City of Medina CHIP Policy and Procedure Manual for the PY 2020 Community Housing Impact and Preservation Grant, if funded.

4) The Partners hereby agree that the City of Medina, as grantee, is responsible for preparing the PY 2020 CHIP Partnership Application, including the Housing Needs Assessment, selection of eligible project activities, and administering and implementing the grant in accordance with Community Development Block Grant, HOME and/or Ohio Housing Trust Funds in conjunction with Ohio Development Services Agency rules and regulations.

1. On December 31, 2015 the Ohio Development Services Agency Office of Community Development issued Policy Number 15-03 which in part requires a separate written agreement for all HOME funded activities. Each HOME written agreement must be signed by the person receiving assistance and the grantee.

In compliance with OCD Program Policy Notice OCD 15-03, the partners agree that the Mayor for the City of Medina, the grantee, is authorized to sign HOME Written Agreements with applicants within their jurisdiction.

The Partners agree that the City of Medina (grantee) will maintain all required records and documents relating to the grant.

5) The Partners hereby agree that the City of Medina will enter into an agreement with a consultant to assist in the application, administration and implementation of the grant on behalf of the partnership in accordance with the Partnership Agreement. Copies of the consultant invoices and Status Reports will be provided to each partner.

6) The City of Brunswick as a partner hereby agrees to the following responsibilities with respect to the activity funds targets and completed within its jurisdiction:

1. Marketing of the CHIP Activities;
2. Tracking and reporting of housing program income to the Office of Community Development, Development Services Agency;
3. Submission of Grant required final payment documentation, which may include, where available, check stubs, contracts, vouchers, invoices and/or cancelled checks for reimbursement, if applicable, to the City of Medina; and

- 7) The Grantee agrees to allocate housing activity funds in the amount shown on Exhibit 'N' attached hereto. The amount of funding ultimately spent within each Partner jurisdiction will be determined by the eligible applications received.
- 8) The City of Medina will provide the original mortgages to the respective partner at the conclusion of the grant.
- 9) The City of Brunswick agrees to the following selection criteria:
- Owner Home Repair applications will be first-come first serve within each Partner's jurisdiction first and then, if funding remains, within the grant service area.
 - Private Owner Rehabilitation applications will be ranked according to the Medina City Policy and Procedure Manual within each Partner's jurisdiction first and then, if funds remain, within the grant service area.
 - TBRA applications will comply with the local housing authority selection process.
- 10) The City of Brunswick agrees to elect to choose the following finance mechanism:
- Owner-occupied Home Repair will be a grant.
 - Tenant-Based Rental Assistance will be a grant.
 - Private-Owner Rehabilitation will be a five-year declining partially forgivable loan with fifteen percent (15%) remaining due and owing whenever the home is sold, rented or transferred.
- 11) This Partnership Agreement will take effect and be in force from the date of full execution and remain in effect until the CHIP Grant funds are expended and the funded activities are complete and closed out with the State of Ohio.
- 12) The Partners agree that neither the Grantee nor the Partners may terminate or withdraw from this Partnership Agreement while it remains in effect.
- 13) The Partners hereby agree to designate one representative from their respective jurisdictions to be appointed to a Planning Committee to represent their respective interests in the Grant. The Planning Committee will meet about 30 days prior to each milestone identified on the CHIP Program Activity Milestone Chart, in an agreed upon venue (conference call or on site) to review the progress of the PY2020 grant.
- 14) The Partners hereby agree that it is essential for future funding to meet outcomes set forth in the grant agreement and therefore, the Grantee will review the progress of each Partner throughout the term of the Grant. Any lack of progress or insufficient applications for particular activities will be discussed between the Partners.

15) The Partners agree that if the Planning Committee unanimously determines that there is a need to reallocate the budget as attached hereto as Exhibit A, such budget will be amended to reflect those changes, upon approval by each Partners' respective City Manager/Safety Director or Mayor. In the event unanimous consent is not obtained, the Grantee shall have final authority to make reallocations to the budget.

16) The Partners are obligated to take all actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.

17) The Partners agree that CHIP Grant funds are prohibited for activities in, or in support of, any cooperating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes Grantee's or the Partners' actions to comply with fair housing certification.

18) The Partners agree that Annual Income will be used to determine program eligibility. Annual Income is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. The Partners will use the Section 8 Annual Income method as defined in 24 CFR 5.609 as the basis for determining annual gross income for applicant qualification for all program activities.


19) This Partnership Agreement does not contain a provision for veto or other restriction that would allow any Partner to obstruct the implementation of the CHIP Program during the period covered by this Partnership Agreement, which is ~~APRIL 14, 2020~~ and including December 31 2022.

WHEREFORE, the undersigned hereby executed this Partnership Agreement as of the dates indicated below.

CITY OF MEDINA

Mayor Dennis Hunwell

CITY OF BRUNSWICK



Brunswick City Manager Carl DeForest

4/14/2020

PY 2020 CHIP PARTNERSHIP STRUCTURE NARRATIVE

Grantee: City of Medina Partner(s): City of Brunswick
Administrative Consultant: Ohio Regional Development Corporation

The City of Medina and the City of Brunswick are partnering together for the Program Year 2020 Community Housing Impact and Preservation (CHIP) Program to improve and protect the supply of sound, serviceable, and affordable owner and renter occupied housing stock in The Cities of Medina and Brunswick. The service area will be The City of Medina and the City of Brunswick. Ohio Regional Development Corporation (ORDC) will be the administrative consultant for all partners. ORDC's Housing Specialist will administer the daily grant duties while the President and Grants Director will provide the oversight.

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PY 2020 CHIP PARTNERSHIP STRUCTURE NARRATIVE

take place to meet mandatory milestones. Uncommitted funds will be committed by whichever partner can utilize them immediately to complete the work by the PY 2020 grant milestones and deadlines. The ultimate goal of the Partnership is to assist residents of Medina and Brunswick with making their homes decent, safe, serviceable and affordable while assuring all regulations and milestones are met.

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CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 23-2020

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO PARTNERSHIP AGREEMENT WITH THE CITY OF MEDINA FOR APPLICATION FOR THE PY 2020 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM GRANT.

WHEREAS: The Ohio Development Services Agency, Office of Community Development's filing guidelines for the Program Year ("PY") 2020 Community Housing Impact & Preservation Program ("CHIP") Grant encourages the partnership of communities by increasing the available funding for each partnering community by \$100,000.00;

WHEREAS: The Ohio Development Services Agency, Office of Community Development requires partnering communities to enter into a Partnership Agreement;

WHEREAS: The City of Brunswick intends to partner with the City of Medina to maximize funds available to each community; and

WHEREAS: The City of Medina has been designated as the Grantee of the CHIP Grant to facilitate applying for, implementing and administering Grant funds between the partnering communities.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager is hereby authorized, upon approval of the Law Director, to enter into a Partnership Agreement with the City of Medina for the PY 2020 CHIP Grant.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, or welfare and for the additional reason that the PY 2020 CHIP Grant Application must be submitted by May 20, 2020. Therefore, the same shall be in full force from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading April 13, 2020


Rules Suspended:

AYES 7 NAYS 0

ADOPTED: April 13, 2020

AYES 7 NAYS 0

ATTEST:


Clerk of Council
Fijabi Julien-Gallam, CMC

MAYOR
RON FALCONI

CITY OF BRUNSWICK

COUNCIL
MICHAEL J. ABELLA, JR
ANTHONY P. CAPRETTA
JOSEPH P. DELSANTER
NICHOLAS HANEK
PATRICIA HANEK
BRIAN K. OUSLEY
FRANK A. RASO

CITY MANAGER / SAFETY DIRECTOR
CARL S. DEFOREST

April 2, 2020

Matthew LaMantia, Deputy Chief
Development Services Agency
Office of Community Development
77 South High Street
P.O. Box 1001
Columbus, Ohio 43216

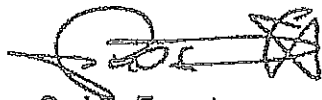
RE: PY 2020 Community Housing Impact and Preservation Program

Dear Mr. LaMantia:

The City of Brunswick has committed \$12,500.00 of the City's Housing Program Income Funds towards the City of Medina's PY 2020 Community Housing Impact and Preservation Program. The funding committed will be used in combination with HOME Funds for one (1) Private Owner Rehabilitation Activity to be completed during the grant period of September 1, 2020 to December 31, 2022.

If you have any questions or concerns, please contact me at (330) 558-6826.

Sincerely,



Carl DeForest,
City Manager

c: Grant Aungst, Community & Economic Dev. Director
Ken Fisher, Law Director
Todd Fischer, Finance Director



4095 CENTER ROAD - BRUNSWICK, OHIO 44212

CITY HALL PHONE (330) 225-9144 - FAX (330) 273-8923 - POLICE & FIRE PHONE (330) 225-9111 - FAX (330) 225-6002 <http://www.brunswick.oh.us>

Ekhic
Res. 82-20

ORD 69-20
Ekh. A

**Contract for Administrative Services for
PY2020 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
Between CITY OF MEDINA and Ohio Regional Development Corporation**

THIS AGREEMENT, made and entered into by and between the City of Medina (hereinafter called the "Grantee") and the Ohio Regional Development Corporation (hereinafter called "the Consultant"), a non-profit corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio.

WHEREAS, the Grantee, is applying for PY 2020 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD) for the purpose of addressing local housing needs;

WHEREAS, Grantee and Consultant understand this agreement is contingent on PY 2020 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

WHEREAS, OCD Policy 15-02, 2 CFR 200.320, authorizes the Grantee to hire an administrative consultant, and those services are detailed in this contract for administrative services;

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

I. SCOPE OF WORK TO BE COMPLETED BY THE CONSULTANT:

The expected product of Community Housing Impact and Preservation Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program) and the Department's HOME Program, as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

These requirements include but are not limited to the ability to:

- A. Grant Application Preparation & Release:**
 - o Prepare the Community Housing Impact and Preservation (CHIP) Program application, including all required forms, resolutions, public hearings, budgets, administration/implementation summaries, and all other requirements for meeting OCD guidelines and deadlines.
 - o Schedule, conduct and oversee Housing Advisory Committee (HAC) meetings and/or necessary planning process in accordance with OCD guidelines.
 - o Prepare a complete CHIP application for City of Medina to be submitted to the ODOD/OCD by May 20, 2020. In addition, have the application submitted to the City of Medina prior to the deadline for review and approval.
 - o Complete the Environmental Review Tier-1 record for the complete project according to ODOD/OCD guidelines, as well as, necessary forms for the Release of Funds to OCD.
 - o Prepare any necessary Policy Manual Update.

- Once funding has been awarded, schedule, publicize, and conduct public meetings to announce the availability of funds through the program.

B. Client Application Intake, including Fair Housing:

- Develop an application process to solicit potential participants
- Assess their qualifications, their need, and their suitability to participate in the program.
- Assure compliance with all grant regulations.
- Establish a system to certify contractors to work in the Program.
- Conduct housing counseling sessions with participants.
- Conduct Fair Housing training sessions with participants.

C. Recordkeeping and Closeout:

- The Consultant shall Establish, provide and maintain a record-keeping system acceptable to the Ohio Development Service Agency, Community Services Division, Office of Community Development.
- Maintain all records for four years following the completion of the grant.
- The Consultant shall administer the Grantee's Housing Revolving Loan Fund in accordance with all Housing Revolving Loan fund regulations.
- Shall Provide, as needed, a written report detailing the status of the Grantee's projects.
- Complete all reports required by OCD.
- The Consultant shall assist with all Monitoring visits and work to provide required data for those visits.
- Handle subordination requests, and make a recommendation to the Grantee
- Following Close out of the Grant, the Consultant will assist in doing follow-ups that relate to audits, monitoring visits and client questions.

D. Rehabilitation Inspection Services:

- Establish and maintain a program oversight effort to inspect the homes to be rehabbed before work is begun, during construction, and after construction is complete, but before payments have been approved.
- Perform preliminary feasibility inspections of selected dwellings to establish rehabilitation viability.
- Schedule inspections for lead paint, plumbing, and furnaces as needed.
- Undertake a "walk-through" of the projects with selected contractors.
- Provide the City's Housing staff and officials with written specifications and cost estimates for projects
- Conduct contractor tours of proposed projects.
- Review contractor bids and submit the "lowest and best" bid recommendation on each.
- Conduct interim inspections to assure work is being properly undertaken and assist with any necessary day-to-day administration of the project, including all Lead Hazard Reduction activities, as well as assure progress payments are justified for all projects.
- Inform the City of any contractor in non-compliance with contract specification, and/or lack of good workmanship including the need to remove a contractor from project(s) if necessary, understanding that the City retains sole authority to suspend a contractor.
- Undertake clearance testing for Lead Hazard final inspection and authorize final payments on all projects
- Approve all contractor requests for payment and approve change orders
- Provide the City with copies of documentation generated by the Housing Rehabilitation Specialist in the completion of his contractual obligations.
- Be available for telephone consultation at appropriate and convenient times.

- Specialist will hold a license for Lead Risk Assessment.
- Meet as needed with homeowners, contractors and City staff to provide documentation/information for dispute resolution, if needed.
- Provide City staff with technical updates, documents, and materials relative to Rehabilitation standards.
- Provide before and after photos of the project
- Obtain contractor Liability and Workers Comp. Certificates as required.

E. FAIR HOUSING PROGRAM

The expected product of the City's Fair Housing Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program), as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

The requirements include, but are not limited to, the ability to:

- Schedule, publicize and conduct public meetings in communities benefiting from Community Housing Impact and Preservation Program funds per the requirements of HUD.
- Act as the City's representative on all matters related to fair housing efforts as directed by the City; Sandy Davis shall serve as the City's Fair Housing Coordinator who will receive complaints and forward them to ORDC who will coordinate efforts with the appropriate regional office of the Ohio Civil Rights Commission.
- Provide printed fair housing information to all CHIP Program participants/applicants as well as the required number of outside agencies/organizations for outreach.
- Provide reports, as needed, to designated individuals or offices, detailing Fair Housing activities undertaken in and for the City.
- Coordinate, conduct and prepare documentation of required training sessions.

F. Public Liability Insurance

The Consultant shall carry Public Liability Insurance in the amount of \$1,000,000 (1M), including protection for bodily injury and property damage, with a combined single limit of \$500,000. The Consultant shall also maintain Automobile Liability Insurance providing limits of \$500,000 per occurrence, and, the Consultant shall provide Worker's Compensation Insurance. The Worker's Compensation Insurance shall provide coverage under the Compensation Act of Ohio and shall provide employer's liability insurance in the amount of \$100,000. At the request of the Grantee, the Consultant will supply Certificates of Insurance detailing the above coverages prior to the commencement of any work. The certificate(s) will be issued by a carrier(s) authorized to do business in the State of Ohio.

II. ACTIONS BY THE GRANTEE

The Grantee shall provide the Consultant with timely policy decisions as they are necessary to move forward with grant projects. The Consultant shall not be held responsible for delays resulting from the failure of the Grantee to provide timely and appropriate policy direction or decisions.

The Grantee grants the exclusive right to the Consultant to act as its agent in applying for, administering and implementing the PY2020 CHIP grant, as well as Revolving Loan Funds (RLFs) used in the CHIP Program. This exclusive right does not include any other grants that the City or other local agencies are currently applying for, or may apply for, in relation to their current programs.

III. TIME OF PERFORMANCE

The services of the Consultant will begin with the preparation of the grant application, and will terminate following the preparation of the final performance report. Post grant management will continue for two years following the completion of the grant.

Application Submission Deadline: May 20, 2020 by 11:59pm

Grant Award: September 1, 2020

Grant Work Completion Date: October 31, 2022

Final Draw Submission Date: November 30, 2022

All Funds expended: December 31, 2022.

The Consultant shall comply with OCD's new milestones timeline for commitment, expenditure and completion of funds.

IV. COMPENSATION

Administration and project soft costs shall be computed on the basis of the payment of fees schedule. Billing for the administration will be done every quarter. Soft costs will be paid on a per project basis upon the project completion. These rates include cost of operation such as employee benefits, office costs, etc.

ADMINISTRATION: 12% of the grant charged per line item

The City of Medina partnering with the City of Brunswick is eligible to apply for \$700,000 for PY 2020 funding, therefore allowable administration would be 12% of the grant, charged per line item equaling \$84,000. Ohio Regional Development Corporation's charge for administration would be \$74,000 of the available administration dollars at the rate of \$95 per hour. This would allow the City of Medina \$10,000.00 for administrative costs including office expenses.

CITY OF MEDINA **\$10,000**

- **Program Administration:** The Administration dollars of \$5,000.00 would be used to cover costs associated with the implementation of the grant. (Example would be the cost of preparing purchase orders, creating, maintaining and reviewing files and reports and providing for office expenses.)

OHIO REGIONAL DEVELOPMENT CORPORATION **\$74,000**

- **Grant Application:** The charge for application preparation is \$10,000. This figure is included in the overall administration portion of the grant. This will cover the costs associated with the entire grant application process.
- **Environmental Review/Release of Funds:** The charge to assure compliance with the Environmental Review process and prepare the Release of Funds is \$10,000.
- **Project Walk-Away Costs:** If ORDC is handing the full administration of the CHIP grant, project walk-away costs, if any, would be reimbursed to the grant from ORDC's administration.
- **Project Administration:** The administration dollars of \$51,000 would be used for the general administration of grant line items. As well as post grant management, monitoring, reporting and more.
- **Fair Housing:** The charge for Fair Housing for the CHIP grant would be \$3,000. This cost covers compliance for the entire grant period.

These above amounts are computed on the basis of the following schedule of hourly rates for employees engaged in the work:

Director	\$115.00
Staff members	\$100.00

However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative dollars.

The CHIP Program Budget requires the applicant to identify and budget administrative costs. For more information, please see the HOME and CDBG requirements outlined in 24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09. Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:

- Total Administrative Costs cannot exceed 12 percent of the dollar amount of the total CHIP Program request.
- HOME Administration cannot exceed 10 percent of HOME funds.
- Administration is an eligible budget category for all housing activities.
- Charges to walk away units or when a national objective is not met, must be charged to administration.

Eligible administrative costs are costs associated with the overall CHIP Program grant. These costs may include:

- Training
- Legal fees
- Environmental review
- Citizen participation
- Bookkeeping
- Office rent
- Supplies
- Equipment and maintenance
- Other eligible administrative costs include:
 - Creating and managing general program files/databases,
 - developing program policies, procedures and forms,
 - preparing program reports and written notices to occupants,
 - supervising staff with administrative duties,
 - managing agreements or third-party contracts to administer the CHIP Program,
 - counseling/referring program participants,
 - marketing programs,
 - monitoring and evaluating program performance,
 - mileage,
 - postage and
 - copies

SOFT COSTS (FKA IMPLEMENTATION)

Ohio Regional Development Corporation would charge 100% of the applicable soft cost for each project for which ORDC provided application intake/file management and rehabilitation inspector services (50% of the soft costs respective for each service).

Rehabilitation Project (Owner & Rental) = 16% of Project Cost
Home Repair Project (Owner & Rental) = 22% of Project Cost
Homeownership = 18% of Project Cost
New Construction = \$2,000 per unit

Example:

Private Owner Rehabilitation- Project Cost = \$30,000
16% of project cost = \$4,800

The 16% Soft Costs will cover the following duties:

- Creating and managing specific case files/databases of projects under contract.
- Preparing, filing, recording legal/financial documents for specific eligible cases.
- Inspecting and testing dwellings (including all of the inspections and tests in the RRS, LBP inspections, Risk Assessments and Clearance Testing).
- Preparing specifications/work write-ups.
- Managing the contractor procurement process.
- Monitoring and managing the construction process and the private contractors.
- Responding to client's complaints.
- Costs associated with credit reports and title searches.
- Counseling of the specific clients assisted through a CHIP primary activity.
- Relocation of households during the construction process.
- OHPO Clearance

Soft costs will be warranted by the rate of \$95 per hour, not to exceed the above stated percentages. The Consultant has found that with many projects in the past, more hours are put into a project than what is compensated for the project. However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative/implementation dollars.

PROJECT HARD COSTS

Ohio Regional Development Corporation provides the following tests for each project as part of our services. The below charges will be fees charged to the project.

1. Final Lead wipe and visual clearance for all DPA, Rental Rehab, and Owner Rehab projects 1978 and older. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
2. Final Lead wipe and visual clearance for all Home Repair projects \$5000.00 or greater and built in 1978 or prior and has any paint disturbed as a result of the programs work. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
3. Pre and Post Combustion Appliance testing for all DPA, Rental, and Owner Rehab projects that have any combustion appliances. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with a Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector
 - Air Conditioning Refrigerant Leak testing if applicable.
4. Pre and Post Combustion Appliance testing for all Home Repair and Emergency Repair projects where combustion appliances are replaced or appear to have safety issues. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with a Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector

- Air Conditioning Refrigerant Leak testing if applicable

Post Grant Management:

Following the close out of the grant, Ohio Regional Development will assist in doing follow ups that relate to audits, monitoring visits, and client questions. This will be done for a period of 2 years. This 2 year follow up is covered in the administration fee and this includes mortgage subordinations. Note, clients have a warranty period of one year on their work.

Monitoring and record keeping:

ORDC will assist with all monitoring visits and work to provide required data for those monitoring. ORDC will provide all record keeping of the files, and prepare vouchers for the City to pay the contractors through the City Auditor's office. ORDC staff will work with the City to use proper procedures and forms to accomplish the proper procedures and timelines.

V. GOVERNMENTAL REGULATIONS

The Consultant shall be bound by the various Federal and State regulations as they relate to the scope of services tendered herein. A compilation of said laws/ regulations is as follows.

VI. TERMINATION OF CONTRACT

Either party may terminate this agreement at any time. If it is terminated prior to conclusion of the CHIP program, the Consultant shall be paid all costs for work completed and paid on a pro-rata basis for all uncompleted work.

VII. INVALIDITY OF PART OF CONTRACT

In the event any portion of this contract is deemed to be voided by a controlling court of law, such partial invalidity shall not affect the other portions hereof.

VIII. SEGREGATED FACILITIES

The Consultant (contractor) will not maintain any facility which is provided for their employees in a segregated manner, or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

IX. CONFLICT OF INTEREST

The Consultant will abide by the provision that no member, officer or employee of the grantee or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

X. COPELAND "ANTI-KICK BACK ACT"

The Consultant agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Relations (29 CFR, Part 3). The Consultant shall not induce, by any means, any

person employed in the construction, completion or in any repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XI. INTEREST OF CERTAIN FEDERAL OFFICIALS

The Consultant agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The Consultant certifies that the Consultant will not request or receive any remuneration under this contract, or any bonus or commission, for the purpose of obtaining or soliciting: (1) HUD approval of applications for additional assistance; or (2) Any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation. Reasonable fees for bona fide technical, consultant, managerial services or services of a similar nature are permitted and eligible as program costs.

XIII. "SECTION 3" CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

During the performance of this contract, the Consultant agrees as follows:

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the department of Housing & Urban Development, and is subject to the requirements of Section 3 of the Housing & Urban Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts of work in with the project be awarded to business concerns, which are located in substantial part by persons residing in the area of the project.
2. The Parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing & Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department of Labor issued thereunder prior to the execution of this contract. The Parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The Consultant will send to each labor organization or Representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant will include this Section 3 in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of any regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of these regulations.

5. Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

XIV. CIVIL RIGHTS ACT OF 1964

Under Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

XVI. "SECTION 504" AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The Consultant (contractor) will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

The Consultant (contractor) agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Consultant (contractor) agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the Consultant's (contractor's) non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Consultant (contractor) agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultants obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Consultant (contractor) will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Consultant is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Consultant (contractor) will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more, unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audits, examinations, excerpts and/or transcripts.

XVIII. ADMINISTRATIVE OVERSIGHT

Sandy Davis, CDBG Grants Administrator, will be the local government representative for providing oversight to the Ohio Regional Development Corporation. There will be detailed reports provided, as needed, from the program administrator describing the status of each program and its funds. There will be a constant flow of communication between the two agencies to insure that the grant is being implemented properly, and in a timely manner.

AUTHORITY FOR THIS AGREEMENT

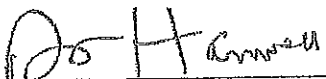
THIS AGREEMENT is authorized by appropriate action of the City Council of Medina, OH as approved on April 14, 2020.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date following each signature.

ATTEST:

FOR: City of Medina





Mayor Dennis Harwell Date April 14, 2020

FOR: Ohio Regional Development Corporation

Dale W. Hartle, President

Date

ORDINANCE NO. 83-20

AN ORDINANCE REZONING THE PROPERTY AT 1088 S. COURT STREET FROM R-3, HIGH DENSITY RESIDENTIAL TO C-S, COMMERCIAL SERVICE.

WHEREAS: On February 13, 2020, the applicant requested rezoning the property at 1088 S. Court Street from R-3, High Density Residential to C-S, Commercial Service; and

WHEREAS: After reviewing the applicant's request and staff's analysis, the Planning Commission **recommended** the requested rezoning to Medina City Council on February 18, 2020; and

WHEREAS: The notice of public hearing by Medina City Council was duly published and the hearing was duly held April 13, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the property at 1088 S. Court Street shall be rezoned from R-3, High Density Urban Residential to C-S, Commercial Service.

SEC. 2: That the City Engineer is hereby directed to amend the zoning map as necessary to correctly reflect this change in zoning.

SEC. 3: That a drawing and Zoning Description of rezoning, is attached hereto and incorporated herein.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

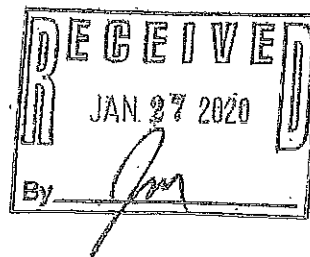
SIGNED: _____
Mayor

Tucker Ellis | LLP

Addendum to Rezoning Application (Map Amendment)

City of Medina
Planning Director and Planning Commission
1088 S. Court Street, Medina Ohio (the "Property")
Trillium Creek, LLC (the "Applicant")

January 22, 2020



To the Planning Director and Planning Commission:

This Addendum to Rezoning Application (this "Addendum") is hereby incorporated into the Boards and Commissions Application for Zoning Approval (the "Application") of the referenced Applicant filed in connection herewith. This Addendum is intended to provide, in addition to the copies of all plan submittals, the information required in connection with the Application, including a statement supporting the proposed amendment to the zoning map.

Request

The Applicant hereby respectfully requests an amendment to the zoning map reclassifying the Property from the R-3 High Density Urban Residential zoning classification as contained within the provisions of the Codified Ordinances of Medina, Ohio (the "Code"), Chapter 1125, to the C-S Commercial Service District zoning classification as contained within the provisions of Code Chapter 1131.

Description of Proposed Work

The Applicant proposes the development of the vacant portion of the Property abutting S. Court Street for the installation of a KeyBank ATM kiosk (the "Work") in accordance with the plans and specifications included herewith (the "Plans"). The Work will include the installation of a thirty-six foot (36') concrete apron on S. Court Street at the southern boundary of the Property, with a circular access drive as depicted on the "Site Plan" included with Plans. The access drive will incorporate a passing lane to allow customers to bypass the ATM kiosk.

The existing landscaping mound along the northern boundary of the Property, and the existing buildings and vegetation along the eastern boundary of the Property, will remain as indicated on the Landscape Plan included with the Plans. It is anticipated that approximately three (3) existing trees will be removed.¹

Statement in Support of Rezoning

The intent of the Applicant's requested rezoning is to bring the zoning classification of the Property into conformance with the character of the surrounding area. The current R-3 zoning classification has been rendered obsolete and economically infeasible due to the substantial and ongoing commercial development of the properties along South Court Street. The City's Comprehensive Plan Update and Future Land Use Map (the "Plan") indicate the zoning relative to the Property should change. Therefore, even the City's own Plan says that, at minimum, the current R-3 zoning classification is inappropriate. The question becomes, what is

¹ The Applicant received Site Plan approval from the Planning Commission on April 11, 2019, subject to the condition that the existing driveway located on the northern boundary of the Property be removed and all ingress and egress be directed through the southern driveway depicted on the Site Plan. Site Plan approval was also conditioned upon approval of all building permits, site development approval, and the rezoning of the Property as requested in this application.

the property zoning? The Applicant submits that a map amendment to the C-S zoning classification is appropriate.

The requested rezoning is not only proper in light of the substantial commercial development in the area, but is required by Ohio law. *City of Norwood v. Horney*, 110 Ohio State 3d, 353, 853 N.E.2d 1115 (2006) provides:

Ohio has always considered the right of property to be a fundamental right. There can be no doubt that the bundle of venerable rights associated with property is strongly protected in the Ohio Constitution and must be trod upon lightly, no matter how great the weight of other forces.

Id. at 363. The requested rezoning will protect the Applicant's fundamental property rights, as well as advance legitimate governmental purposes as required by Ohio law. One of the primary factors to be considered in this regard is whether the R-3 zoning classification arbitrarily imposes regulations that are inconsistent with the character of the surrounding area or substantially similar properties. *Shemo v. Mayfield Heights*, 88 Ohio St. 3d 7 (2000).

Currently, the Property is zoned R-3 High Density Urban Residential², which permits a Single-Family Detached Dwelling as a principally permitted use, and conditionally permits the following:

Residential	Public/Semi-Public	Commercial
• Group Home up to 8 Individuals	• Cemetery 3,7,26	• None
• In-Law Suite	• Conservation Use	
• Two Family Dwelling	• Public or Quasi-Public Owned Parks or Recreation Facility 1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25	
• Nursing Home, Assisted Living Facility, Independent Living Facility 1,2,3,5,7,9,11,14	• Public and Parochial Educational Institution for Primary Education 1,2,3,5,6,11	
• Mobile Home Park 3,5,8,9,10,11,14,24,26,27, 28,30	• Public and Parochial Educational Institution for Secondary Education 1,2,3,4,5,7,11	
	• Publicly Owned or Operated Governmental Facility 3, 7, 8, 11	
	• Religious Place of Worship 1,3, 7,11,12,14	

(See Code Sections 1125.02 and .04).

However, these uses are wholly inconsistent with the commercial nature of the South Court Street corridor, as it has developed over the years. The permitted and conditionally permitted

² All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Code.

uses under the R-3 zoning classification have been rendered infeasible, both in terms of the economic realities associated with such developments and the Applicant's ability to put the Property to a productive use under the R-3 zoning classification, and the site development requirements imposed under the Code.

Accordingly, the R-3 zoning classification does not substantially advance a legitimate government purpose, and the character of the Property and its location in a major commercial corridor supports a change to the C-S zoning classification. The Property's location in a commercial corridor renders any of the uses permitted under the current zoning classification economically infeasible. It is not simply that Property is more valuable with a C-S zoning classification, or less valuable without it. Rather, the Property is unsuitable to any of the permitted or conditionally permitted uses as currently zoned.

Moreover, the properties along the west side of South Court Street all maintain a C-3 zoning classification. The properties to the north of the Property, while all maintaining an R-3 classification, are all commercially developed. The property immediately to the south of the Property (located in Montville Township), which previously contained single-family residences until it was determined that such uses were economically infeasible, is slated to be developed as an assisted living facility. There is an existing legally, non-conforming commercial use located on the Property.

In short, this is an ideal location for uses associated with the C-S zoning classification. This is supported by Code Section 1133.01, which states:

The C-S Commercial Service District is established to create an environment conducive to . . . limited business service activities.

There are a substantial amount of similar properties in the immediate area that are either zoned C-3 General Commercial or currently used for purposes consistent with a commercial zoning classification. Based on the location of the Property within an existing commercial corridor, the requested zoning amendment is insubstantial and in conformance with the general character of the neighborhood. The proposed use will provide "limited business service activities" and is located on a major thoroughfare in an outlying location. In other words, the requested rezoning will conform the Property to the surrounding commercial uses, consistent with the general intent of the Code with respect to the ongoing development in this particular corridor.

The requested rezoning is further supported by Code Section 1125.01, which states the purpose of the R-3 zoning classification is "to encourage relatively high density residential development in areas generally adjacent to built-up sections of the community or in areas of existing development of such density The development is to consist of single-family and two-family dwellings in areas served with centralized sewer and water facilities." None of the properties which maintain the R-3 zoning classification along this portion of South Court Street have developed in this fashion, nor in conformance with the R-4 zoning classification, which is the most closely related land use to that identified in the Plan.

With respect to the Pinewood condominium development, it is located to the northeast of the Property and will not experience any nuisance conditions resulting from the proposed

development. This is due to the existence of substantial vegetation and buffering, as well as the design of the site lighting, which will minimalize any light or noise pollution into the Pinewood development.

Regarding potential traffic concerns that have been raised by Pinewood residents, during site plan approval the Applicant committed to removing the existing driveway located on the north side of the Property, consolidating all traffic into the south drive as approved. Further, while local governments may legitimately weigh traffic generation from proposed land uses in deciding whether or not to authorize them, controlling traffic is not a primary purpose of zoning (at least as it applies to commercial areas). Where, as here, a proposed use is lawful given the context of the surrounding area, the question of additional (or existing) traffic becomes a secondary consideration. *State ex rel. Killeen Realty Co. v. City of East Cleveland*, 169 Ohio St. 375, 386, 8 Ohio Op. 2d 409, 160 N.E.2d 1, 8 (1959). While "taking into account the rights of others and the needs of the community," zoning regulations must operate "to insure the greatest enjoyment and maximum use of one's land." *Ederer v. Board of Zoning Appeals*, 18 Ohio Misc. 143, 149, 47 Ohio Op. 2d 340, 248 N.E.2d 234 (C.P. 1969).

Here, the proposed use is designed to capture existing traffic and will generate very little traffic in the area. The anticipated amount of traffic to an from the Property (approximately 60-80 trips per day) does not add significant traffic safety concerns relative to the existing traffic in the corridor. In fact, this development will mix appropriately with the existing commercial uses, and replace the loss of services due to the closure of the Huntington Bank branch. This marginal increase in traffic is not sufficient to justify the Applicant's request, given the secondary status of such considerations under Ohio case law.

Conclusion

The current R-3 zoning classification applicable to the Property is unsuitable based on the various commercial uses surrounding the Property. Development of the Property under the R-3 zoning classification is economically infeasible, and the requested rezoning will bring the Property into conformance with the general character of this commercial corridor. In sum, there is no rational basis to continue to apply the restrictive R-3 zoning classification on the Property. Accordingly, the Applicant respectfully requests that the Property be rezoned under the C-S zoning classification.

ORDINANCE NO. 84-20

**AN ORDINANCE AMENDING ORDINANCE NO. 187-19,
PASSED NOVEMBER 25, 2019. (Amendments to 2020 Budget)**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That Ordinance No. 187-19, passed November 25, 2019, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
104-0301-54412 (Accept Check – Stephenson Foundation)	\$13,875.00 *
104-0301-54412 (Accept Check – Miracle League)	\$8,000.00 *

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

To be added to Agenda if approved by Finance Committee

ORDINANCE NO. 85-20

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$5,000.00 TO CUPS CAFÉ FOR COVID-19 RELIEF TO CITY OF MEDINA RESIDENTS, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the expenditure of \$5,000.00 to Cups Café, EIN 26-3452478, is hereby authorized for COVID-19 relief to City of Medina residents.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That the funds to cover this payment are available in Account No. 001-0707-52215.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor