

**ORDINANCE NO. 52-23**

**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, 2023 through December 31, 2025.

**SEC. 2:** That a copy of the Collective Bargaining Agreement is marked Exhibit A, attached hereto and made a part hereof.

**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, 2023; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** March 13, 2023

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** March 13, 2023

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 52-23 ADOPTED BY SAID COUNCIL ON March 13, 2023  
Kathy Patton  
CLERK OF COUNCIL

**SIGNED:** Dennis Hanwell  
Mayor

Effective date – January 1, 2023 through December 31, 2025



ORD.52-23

COLLECTIVE BARGAINING  
AGREEMENT

between the

CITY OF MEDINA

and the

OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION  
(COMMUNICATIONS)

EFFECTIVE THROUGH  
OCTOBER 31, 2025

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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 (1 ½) his regular rate of pay, or the employee may elect to receive compensatory time, pursuant to Section 3. Employees working 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
Juneteenth	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. 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 that shift, and in addition, holiday pay not to exceed eight (8) hours.

**Section 5.** All part-time employees shall be paid holiday pay only for those holidays actually worked. Additionally, part-time employees will be paid at one and one-half times their regular rate of pay for hours worked on the premium holidays, as referred to in Article 17, Section 4. Working the holiday means the employee works a shift that begins on the actual 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. 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 fourteen percent (14%) as their premium contribution for 2023. In order to qualify for the reduced premiums in 2024 and 2025 the employee must satisfy the wellness components identified in Attachment B by September 1<sup>st</sup> of the preceding year.
- B. Effective January 1, 2024, if the City’s insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay fifteen percent (15%) 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 2023 percentage (14% or 20%) for 2024 if the City’s insurance premium costs do not increase or increase by less than one percent (1%).
- C. Effective January 1, 2025, if the City’s insurance premium costs increase by one percent (1%) or more, and the employees are still paying a fourteen percent (14%) premium contribution, the employees satisfying the wellness program obligations shall pay a premium contribution one percent (1%) higher than the 2023 rate (an increase to 15%) 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 2024 percentage for 2025 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 1<sup>st</sup> following successful completion of the September 1<sup>st</sup> to August 31<sup>st</sup> 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) Effective the first pay following January 1, 2023, members of the bargaining unit shall be compensated in accordance with the following three and one-half percent (3.50%) increase to pay grades and step increases as appropriate:

### DISPATCHERS

	A	B	C	D	E
Hourly	\$21.70	\$22.79	\$23.93	\$25.13	\$26.39
Annual (x 2080)	\$45,136.00	\$47,403.20	\$49,774.40	\$52,270.40	\$54,891.20

(B) Effective the first pay following January 1, 2024, members of the bargaining unit shall be compensated in accordance with the following three and one-half percent (3.50%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E
Hourly	\$22.46	\$23.58	\$24.76	\$26.00	\$27.30
Annual (x 2080)	\$46,716.80	\$49,046.40	\$51,500.80	\$54,080.00	\$56,784.00

(C) Effective the first pay following January 1, 2025, members of the bargaining unit shall be compensated in accordance with the following three and one-half percent (3.50%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E
Hourly	\$23.25	\$24.41	\$25.63	\$26.91	\$28.26
Annual (x 2080)	\$48,360.00	\$50,772.80	\$53,310.40	\$55,972.80	\$58,780.80

**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 13, 2023) through October 31, 2025.

**Section 2.** Due to the contract expiration date of October 31, 2025, 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.

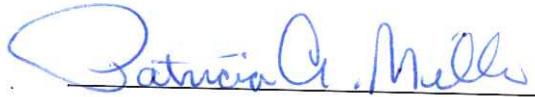
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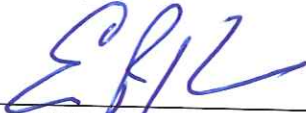
IN WITNESS WHEREOF, the parties hereunto have set their hands this 13<sup>th</sup> day of March, 2023.

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



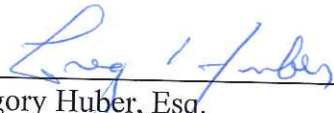
George E. Gerken  
Attorney for Ohio Patrolmen's Benevolent  
Association

APPROVED AS TO CONTENT:



Jon M. Dileno, Esq.  
Dileno Law, LLC

APPROVED AS TO FORM:



Gregory Huber, Esq.  
Law Director, City of Medina  
1659-22-01



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 800-540-2583. 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 <https://www.healthcare.gov/coverage/preventive-care-benefits/>.

Why This Matters:	
Important Questions	Answers
What is the overall <u>deductible</u> ?	\$500/single, \$1,000/family Network \$1,000/single, \$2,000/family Non-Network
Are there services covered before you meet your <u>deductible</u> ?	Yes. Certain <u>preventive care</u> and all <u>services with copayments</u> are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$1,000/single, \$2,000/family Network Unlimited/single, Unlimited/family Non-Network
What is not included in the <u>out-of-pocket limit</u> ?	Certain <u>specialty drugs</u> , <u>premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.
Will you pay less if you use a <u>network provider</u> ?	Yes, See <a href="https://www.MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800-540-2583 for a list of participating providers.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No

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.

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/>.

You don't have to meet deductibles for specific services.

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.

Even though you pay these expenses, they don't count toward the out-of-pocket limit.

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.

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)	
<p>If you visit a health care provider's office or clinic</p> <p>If you have a test</p> <p>If you need drugs to treat your illness or condition</p> <p>More information about <b>prescription drug coverage</b> is available at <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a></p>	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.
	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 or the max of any available manufacturer-funded copay assistance	Does Not Apply	Does Not Apply	Covers up to a 30 day supply. Certain specialty drugs are considered non-essential health benefits and therefore do not apply to the out-of-pocket maximum. They will also be subject to higher cost-share.

[ For more information about limitations and exceptions, see the plan or policy document at [MedMutual.com/SBC](http://MedMutual.com/SBC).]

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

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	<u>Home health care</u>	20% coinsurance	40% coinsurance	(60 visits per benefit period)
	<u>Rehabilitation services (Physical Therapy)</u>	\$20 copay/visit	40% coinsurance	(30 visits per benefit period)
	<u>Habilitation services (Occupational Therapy)</u>	\$20 copay/visit	40% coinsurance	(60 visits per benefit period; except for work hardening, which is not covered)
	<u>Habilitation services (Speech Therapy)</u>	\$20 copay/visit	40% coinsurance	(60 visits per benefit period)
	<u>Skilled nursing care</u>	20% coinsurance	40% coinsurance	(120 days per benefit period; combined with Physical Medicine and Rehabilitation)
	<u>Durable medical equipment</u>	20% coinsurance	40% coinsurance	None
	<u>Hospice services</u>	20% coinsurance	40% coinsurance	None
	Children's eye exam	No charge	40% coinsurance	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				

[ For more information about limitations and exceptions, see the [plan](#) or policy document at [MedMutual.com/SBC](#). ]



## 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 [ccio.cms.gov](http://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](http://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 800-540-2583.

### Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

### 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.

**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 pre-natal care and a 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** \$12,700

**In this example, Peg would pay:**

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

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: 800-540-2583.

### 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** \$5,600

**In this example, Joe would pay:**

Cost Sharing	
Deductibles	\$0
Copayments	\$800
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
<b>The total Joe would pay is</b>	<b>\$820</b>

### 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** \$2,800

**In this example, Mia would pay:**

Cost Sharing	
Deductibles	\$300
Copayments	\$300
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$600</b>

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

[ For more information about limitations and exceptions, see the plan or policy document at [MedMutual.com/SBC](http://MedMutual.com/SBC).]

# 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 nínzín: Díí saad bee yánífti' go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, koji' hódíílnih 1-800-382-5729 (TTY: 711).

## Oromo

XIYYEEFFANNA: 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](mailto: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](http://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](http://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.

**SUPERIOR SMILES START WITH SUPERIOR DENTAL CARE**

Dental coverage through SDC offers financial protection for maintaining oral health **and** helps care for general health in the process. Regular oral exams, like those covered by your SDC plan, prevent and detect dental problems before they turn into something serious. A simple routine dental check-up could even save your life, as major health problems can first show symptoms in the mouth. Your employer has selected a **SUPERIOR** dental plan for you to elect – please see the plan details below. Sign up today for your new **SUPERIOR** dental coverage...and let SDC keep you **smiling for a lifetime!**

Plan #1477	In Network	Out of Network
<b>Preventive</b> <i>oral exams, x-rays, cleanings, fluoride treatments for children, emergency treatment, sealants for children, space maintainers</i>	80%	80%
<b>Basic</b> <i>fillings, root canal therapy, oral surgery, extractions, repairs &amp; recementation, periodontal treatment</i>	80%	80%
<b>Major</b> <i>crowns, onlays, bridges, dentures, implants, occlusal guards</i>	80%	80%
<b>Contract Maximum</b> <i>per member, per contract period; applies to Preventive, Basic &amp; Major services</i>	\$1,350.00	\$1,350.00
<b>Orthodontia</b> <i>limited to members under age 20</i>	60%	60%
<b>Orthodontia Maximum</b> <i>lifetime maximum applies to Orthodontic services</i>	\$1,000.00	\$1,000.00
<b>Deductible</b> <i>applies to Basic &amp; Major services and follows the contract period</i>	\$25/50	\$25/50
<b>Copay</b> <i>applies to Preventive exams</i>	N/A	N/A
<b>Network Access</b>	No Balance Billing	Balance Billing Possible

Any out of network service may be subject to a "balance bill" for any amount that the dentist's charge exceeds SDC's then current allowable amount for an eligible service.

To review the complete List of Covered Services, refer to SDC's Evidence of Coverage or the Schedule of Benefits associated with the plan number above.



**PROTECT YOUR SMILE...AND YOUR MONEY!**

SDC's dental plans focus on preventive services like cleanings and exams that can help you avoid major dental procedures and save you money. Without SDC dental coverage, the cost of an emergency dental procedure that wasn't detected and treated early can easily reach thousands of dollars. Additionally, SDC will provide a **Free Second Opinion** by a participating dentist for extensive treatment plans. This is provided at no cost and without utilizing any portion of the individual's Contract Maximum. This benefit is required to be coordinated, in advance, through SDC's Dentist and Member Services team.

**OVER HALF A MILLION NETWORK ACCESS POINTS ACROSS THE COUNTRY**

**NO WAITING PERIODS | NO BALANCE BILLING (in network) | NO CLAIM FORMS (in network) | NO MISSING TOOTH EXCLUSION**

**Notice:** Any person obligated for any part of a pre-payment may cancel such agreement within 72-hours after having signed the agreement or offer to enroll. Cancellation occurs when written notice of cancellation is given to SDC or its agents or other representatives.

**Warning:** If you or your family members are covered by more than one healthcare plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and hospitals, and it may be impossible to comply with both plans at the same time. Before you enroll in this plan, read all of the rules very carefully and compare them with the rules of any other plan that covers you or your family.

This document is for the sole use of intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

**KEEPING YOU AND YOUR FAMILY SMILING FOR A LIFETIME**

6683 Centerville Business Parkway, Centerville, Ohio 45459 | Local 937.438.0283 | Toll-Free 800.762.3159 | Fax 937.438.0288  
superiordental.com | Facebook | Twitter | Pinterest

**Attachment B**  
**WELLNESS PROGRAM**

To be eligible for the reduced premium contributions for 2023, 2024 and 2025 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2022; August 31, 2023 and August 31, 2024 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: 09/01/2022-08/31/2023, 09/01/2023-08/31/2024; 09/01/2024-08/31/2025.
  - 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: 09/01/2022-08/31/2023; 09/01/2023-08/31/2024, 09/01/2024-08/31/2025 – 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.

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

ATTACHMENT C

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% 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
Take home pay	28,600	30,000	29,700
Retirement pay	\$33,000 (Part Taxable)	\$30,000 (Full taxable)	\$33,000 (Full Taxable)



**MEMORANDUM OF UNDERSTANDING  
OPBA and CITY OF MEDINA, OHIO**

Now comes the Ohio Patrolmen's Benevolent Association ("OPBA") and the City of Medina, Ohio ("Employer") who currently operate within the parameters of the collective bargaining agreement (hereinafter "Agreement") that covers all full-time dispatchers through December 31, 2025; and state as follows:

WHEREAS, the Parties have reached an agreement that the parties wish to have the portions of the Agreement modified in the event the Employer establishes a 12 hour shift for the dispatchers, and,

WHEREAS, Parties recognize that portions of the Agreement conflict with the scheduling of 12 hour shifts; and,

WHEREAS, the parties recognize that the following changes are necessary to have the Agreement comport with the 12 hour shift schedule:

NOW, THEREFORE, the OPBA and Employer agree as follows:

- A. The Chief shall have the discretion to establish either an 8 hour shift schedule or a 10 hour shift schedule or a 12 hour shift schedule for members of the Dispatch Unit.
- B. The parties further agree that once a particular schedule is established, it shall remain in effect for a minimum of 6 months.
- C. The Parties further agree that if the Chief determines that the shift schedule is to change, the chief will give 60 days prior notice to the implementation of a different schedule.
- D. 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 and staffing shortages.
- E. The Parties further agree that if additional sections of the contract, that are not identified in this Memorandum of Understanding, are found to be affected by the 12 hour shift schedule, the Parties will meet and negotiate additional amendments to the Memorandum of Understanding. If a mutual agreement cannot be met the 12 hour shift schedule will be terminated the next pay period. Further, if the 12 hour shift schedule is not continued, the Agreement will revert to the original terms and conditions as established at the signing of the Agreement.

F. The following Articles of the Agreement are modified as follows if the Dispatchers are working a 12 hour shift. If the Dispatchers are not working a 12 hour shift, the following sections of the contract will revert to the previous language in the contract:

#### **ARTICLE 15 DUTY HOURS**

**Section 1.** For the purpose of the 12 hour shift schedule, the standard work schedule for the Dispatchers shall consist of no more than forty (40) hours in a seven (7) day work period.

**Section 2.** The 12 hour shift schedule for the duration of the MOU shall be set by the Employer with input from the Dispatchers. The Employer retains the final decision as to the shift schedule.

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

**Section 1.** If twelve-hour scheduling is utilized, all employees, for work performed or compensated in excess of the scheduled eight (8), ten (10) or twelve (12) hours per day or in excess of forty (40) hours in a seven (7) day workweek, except sick days per Article 19, (**if the sick time occurs during the week the overtime occurred**) shall be compensated at the rate of time and one-half.

#### **ARTICLE 18 - VACATIONS**

**Section 2.** General practices and definitions.

C. Basic Work Week. A basic work week as used in Article 15. For the purpose of scheduling vacations while on a 12 hour shift, the vacation week shall be a 40 hour week.

#### **ARTICLE 19 - SICK LEAVE**

**Section 2.** An employee shall be permitted to convert two (2) days (either twelve (12), ten (10) or eight (8) hours, depending on the employee's regular work day) of sick leave to two (2) days (either twelve (12), 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.

## **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, not to exceed 24 total hours. Employees may earn an additional four (4) stress days, not to exceed 48 total hours, pursuant to Article 19. The stress days shall be either twelve (12), ten (10) or eight (8) hours days according to the employee's work schedule.

## **ARTICLE 28-SHIFT DIFFERENTIAL**

**Section 1.** During the duration of the trial 12 hour shift schedule, there is hereby granted a fifty cent (\$0.50) hourly pay differential for employees assigned to working between the hours of 1600 hours through 0700 hours.

