

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 23-044-2/27 – Budget Amendments
- 23-045-2/27 – Fund Advance Requests
- 23-046-2/27 – Fund Transfer Request – Railroad Fund
- 23-047-2/27 – Then & Now – Pioneer Technology – Muni Court
- 23-048-2/27 – Then & Now – Pioneer Technology – Muni Court
- 23-049-2/27 – Increase P.O. #23-611 – Technology Engineering – IT
- 23-050-2/27 – Amend Ord. 200-22, Account Number
- 23-051-2/27 – Increase P.O. #23-733 – Littman, Inc. – Service Dept.
- 23-052-2/27 – Approve Teamster's Contract
- 23-053-2/27 – Approve OPBA Collective Bargaining Agreements
- 23-054-2/27 – Increase P.O. #23-292 – Akron Uniform – PD
- 23-055-2/27 – Authorize Expenditure Kleinfelder Inc. – PY22 CHIP Grant
- 23-056-2/27 – Amend Ord. 203-22 – West Smith Reconstruction Project
- 23-057-2/27 – Amend Ord. 104-22 – Gates Mills Culvert Replacement
- 23-058-2/27 – Then & Now – Medina County Sanitary Engineers
- 23-059-2/27 – Expenditure Over \$15,000 – Flashing Lights E. Reagan/Ashwood and W. Sturbridge Drive at Al Root Middle School

2/27/23

Batch Number  
(Finance use only)  
Batch Posted?

[Empty boxes for Batch Number and Batch Posted]

RCA Number  
(Council use only)

RCA 23-044-2/27  
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

[Small table with 'x' marks]

NO. 2023-011  
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
<del>157-0705-</del>		157-0705-52226	Contractual Services	3,000.00		X (1)
						(1)
			Unemployment			
			Total increases to fund:	3,000.00		
			Total reductions to fund:			
			Total transfers within fund:	<del>3,000.00</del>		

EXPLANATION:

GPS Monitoring for Indigent Defendants

[Large empty box for explanation details]

DEPARTMENT HEAD:

Clawstark

DATE:

2-8-23

MAYOR'S APPROVAL:  
(WHEN NECESSARY)

[Empty line for Mayor's Approval]

DATE:

[Empty line for Date]

COUNCIL/COMMITTEE ACTION:

APPROVED:  
DENIED:  
RETURNED FOR EXPLANATION:  
RETURNED TO USE EXISTING ACCOUNT FUNDS:

[Horizontal lines for Council/Committee Action]

ORD. NO. 45-23

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE  
COPY TO DEPT. HEAD  
COPY TO COUNCIL

Batch Number  
(Finance use only)  
Batch Posted?

\_\_\_\_\_  
\_\_\_\_\_

RCA Number  
(Council use only)

*RCA 23-044-2/27*  
*Finance*

REQUEST FOR APPROPRIATION ADJUSTMENT

NO. 2023-013  
(Finance use only)

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

X
X

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
171-0748-56633	Arpra - Econ - sm bus grants	171-0743-52214	Arpra - pb bldg-advert	94,000.00	x		reappropriate arpa funds
		151-0101-53313	Fed equitable sharing-operating	1,000.00		x	appropriation needed to cover po's
		001-0707-56615	General fund - adv out	743,131.46		x	PY22 CHIP Grant
		138-0462-50111	py 22 cdbg-chip wages	2,000.00		x	PY22 CHIP Grant
		138-0462-51121	py 22 cdbg-chip retirement	200.00		x	PY22 CHIP Grant
		138-0462-51123	py22 cdbg-chip wc	100.00		x	PY22 CHIP Grant
		138-0462-51126	py 22 cdbg-chip medicare	100.00		x	PY22 CHIP Grant
		138-0462-52211	py22 cdbg-chip educ	600.00		x	PY22 CHIP Grant
		138-0462-52215	py 22 cdgb-chip contractual	226,000.00		x	PY22 CHIP Grant
		139-0462-52215	py22 home-chip-contractual	446,000.00		x	PY22 CHIP Grant
		129-0462-52215	py22 ohtf contractual	25,000.00		x	PY22 CHIP Grant
		137-0406-52215	py 22 chip rlf - medina	85,531.80		x	PY22 CHIP Grant
		137-0407-52215	py 22 chip rlf - brunswick	43,131.46		x	PY22 CHIP Grant
			Total increases to fund:	1,572,794.72			
			Total reductions to fund:				
			Total transfers within fund:	94,000.00			

EXPLANATION:

\_\_\_\_\_

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 2/20/2023

MAYOR'S APPROVAL:  
(WHEN NECESSARY) \_\_\_\_\_

DATE: \_\_\_\_\_

COUNCIL/COMMITTEE ACTION:

APPROVED: \_\_\_\_\_  
DENIED: \_\_\_\_\_  
RETURNED FOR EXPLANATION: \_\_\_\_\_  
RETURNED TO USE EXISTING ACCOUNT FUNDS: \_\_\_\_\_

ORD. NO. 45-23

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE  
COPY TO DEPT. HEAD  
COPY TO COUNCIL

# REQUEST FOR COUNCIL ACTION

No. RCA 23-045-2/27  
 Committee: Finance

FROM: Keith Dirham, Finance Director  
 Lori Bowers, Deputy Finance Director  
 DATE: February 20, 2023  
 SUBJECT: Advance Request

## SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to make the following fund advances:

Advance From:	Advance To:	Amount	Purpose
General Fund (#001)	CDBG-CHIP Fund (#138)	\$229,000	Program year 2022 CDBG-CHIP Federal Grant
General Fund (#001)	HOME-CHIP Fund (#139)	\$446,000	Program year 2022 HOME-CHIP Federal Grant
General Fund (#001)	OHTF(#129)	\$25,000	Program year 2022 OHTF state grant
General Fund (#001)	CHIP RLF (#137)	\$43,131.46	Program year 2022 – Program income - Brunswick

These advances (loans) are necessary to cover expenditures until the City receives reimbursement from the grantor agency.

Estimated Cost: \$743,131.46 from the General Fund. General Fund to be reimbursed once grant funds are received.

Suggested Funding: See above.

Sufficient funds in Account No.:

Transfer needed: From Account No.:  
 To Account No.:

NEW APPROPRIATION needed in Account No.: \$743,131.46 increase to account 001-0707-56615  
 Refer to Appropriation Adjustment #2023-013

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:  
 Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 46-23 ✓  
 Date: 2-27-23

**REQUEST FOR COUNCIL ACTION**

No. RCA 23-046-2/27  
Committee: Finance

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: February 20, 2023  
SUBJECT: Transfer Request – Railroad Fund

**SUMMARY AND BACKGROUND:**

The Finance Department respectfully requests Council to authorize the Finance Director to transfer \$10,000 from the General Fund (#001) to the Railroad Fund (#145) for the City's share of the railroad operation.

Refer to Ordinance No. 122-22 (Memorandum of Understanding) for further information.

Estimated Cost: \$10,000  
Suggested Funding: General Fund  
Sufficient funds in Account No.: 001-0707-56611  
Transfer needed: From Account No.:  
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Ord. 47-23 ✓  
2-27-23

**REQUEST FOR COUNCIL ACTION**

No. PCA 23-041-2/27  
Committee: Finance

**FROM:** Joseph F. Salzgeber  
Clerk of Court  
**DATE:** February 14, 2023

**SUBJECT:** Authorization for a Then and Now payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

**SUMMARY AND BACKGROUND:**

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Pioneer Technology Group for "Benchmark Annual Software Maintenance." (See attached invoice). The item was not paid in 2022 due to a dispute with Pioneer Technology Group over \$18,100 in monies to be reimbursed by Pioneer Technology Group to the Clerk's Office for civil case garnishment overpayments in 2019-2020 resulting from new software, or new software implementation, errors, which errors were subsequently corrected. The dispute was resolved in late 2022 with Pioneer Technology Group paying \$18,100 in monies back to the Clerk's Office.

This request for Council Action shall serve as the Clerk of Court's certification that there was at the time of the making of this contract and there is at the time of the execution of this certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

**ORC 5705.41 (D) (1):**

Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid.

**Estimated Cost: \$33,148.00**

**Suggested Funding:**

- sufficient funds in Account No. 167-0705-53321, P.O. 2022-1856, Line 001

**Emergency Clause Requested: Yes or No**

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**



# Invoice

#INV4313142

PO#

Invoice Date 10/21/2022

Pioneer Technology Group, LLC  
1100 Central Park Drive  
Suite 100  
Sanford FL 32771  
United States

**Bill To**

Nancy Abbott  
Medina Municipal Court - Benchmark  
Cindy Latuska  
135 N Elmwood Ave  
Medina OH 44256-1826  
United States

**TOTAL**

**\$33,148.00**

Due Date: 11/20/2022

**Terms**

Net 30

**Due Date**

11/20/2022

**Item**

**Amount**

PTG Software Maintenance Benchmark  
Benchmark Annual Software Maintenance  
06/2022 through 05/2023

\$33,148.00

Please make checks payable to Pioneer Technology Group, LLC & remit payment to:  
Government Brands Shared Services  
Attn: Pioneer Technology Group, LLC Accounts Receivable  
P.O. Box 25477  
Tampa, FL 33622  
For questions, please contact  
[billing@governmentbrands.com](mailto:billing@governmentbrands.com)  
(678)322-1882

PO# 22-1854 Line # 1  
Partial \_\_\_\_\_ Complete ✓  
Date: 12/24/22  
Approved: [Signature]

Subtotal \$33,148.00  
Tax \$0.00  
Total \$33,148.00



INV4313142

# REQUEST FOR COUNCIL ACTION

No. RCA 23-048-2/27  
Committee: Finance

FROM: Joseph F. Salzgeber  
Clerk of Court  
DATE: February 14, 2023

SUBJECT: Authorization for a Then and Now payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

## SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Pioneer Technology Group for "PTG Professional Services-Benchmark Analysis & Programming." (See attached invoice). The item was not paid in 2021 due to a dispute with Pioneer Technology Group over \$18,100 in monies to be reimbursed by Pioneer Technology Group to the Clerk's Office for civil case garnishment overpayments in 2019-2020 resulting from new software, or new software implementation, errors, which errors were subsequently corrected. The dispute was resolved in 2022 with Pioneer Technology Group paying \$18,100 in monies back to the Clerk's Office.

This request for Council Action shall serve as the Clerk of Court's certification that there was at the time of the making of this contract and there is at the time of the execution of this certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

## **ORC 5705.41 (D) (1):**

Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid.

**Estimated Cost: \$8,000.00**

## **Suggested Funding:**

- sufficient funds in Account No. 167-0705-53321, P.O. 2022-1856, Line 002

**Emergency Clause Requested: Yes or No**

**Reason:**

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## **COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**





# Invoice

#INV216099

PO#  
9/30/2021

**Bill To**

Nancy Abbott  
Medina Municipal Court - Benchmark  
Cindy Latuska  
135 N Elmwood Ave  
Medina OH 44256-1826  
United States

**TOTAL**

**\$8,000.00**

**Due Date: 10/30/2021**

**Terms**

Net 30

**Due Date**

10/30/2021

Quantity	Rate	Item	Amount
1	\$8,000.00	<b>PTG_Professional Services_Benchmark_Analysis &amp; Programming</b> Benchmark Services - September 2021 E Citation Interface OTIS and OLEIS	\$8,000.00

Please make checks payable to Pioneer Technology Group, LLC & remit payment to:  
Pioneer Technology Group, LLC Accounts Receivable  
P.O. Box 25477  
Tampa, FL 33622

**Subtotal** \$8,000.00

**Total** \$8,000.00

**Payments/Credits** \$0.00

**Balance Due** \$8,000.00

PO# 22-1856 Line # 2

Partial \_\_\_\_\_ Complete

Date: 12/29/22

Approved:



INV216099

RCA 23-049-2/27

Finance Only

**City of Medina**  
**Board of Control/Finance Committee Approval**  
**Administrative Code: 141**

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 2/16/2023

Department: IT

Amount: INCR \$14,280.00

B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 688-0714-53321

Vendor: Technology Engineering

Department Head/Authorized Signature: [Signature]

Item/Description:  
Increase PO# 23-611 by \$14,280.00 from \$1,720.00 to \$16,000.00

1 Yr of Trend Micro - A/V and EDR

-----  
**FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: 2/22/2023

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

# REQUEST FOR COUNCIL ACTION

No. RCA 23-050-2/27  
Committee: Finance + Council

FROM: Andrew Dutton  
DATE: 2/17/2023  
SUBJECT: Multi-Use Path Plan Ord. Correction

## SUMMARY AND BACKGROUND:

In October of 2022, City Council approved Ordinance 200-22 to allow staff to solicit Requests for Proposals (RFP's) and award a contract for a consultant to conduct a Multi-Use Path Plan for the City. The Ordinance authorized the use of up to \$50,000 of American Rescue Plan Act funds for the project.

Due to an error, the account number was incorrectly cited. This is a request to change the account number from 171-0410-53315 to 171-0410-52215 to utilize the correct Contractual Services line of the American Rescue Plan Act funds.

Estimated Cost: \$50,000

Suggested Funding: ARPA Funds

- sufficient funds in Account No. 171-0410-52215
- transfer needed from Account No. \_\_\_\_\_ to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No  
Reason:

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## COUNCIL USE ONLY:

Committee Action/Recommendation:  
Council Action Taken:

Ord./Res. Ord 48-23  
Date: 2-27-23

Andrew

RCA 22-228-10/11

**ORDINANCE NO. 200-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SOLICIT REQUESTS FOR PROPOSALS (RFP'S) FOR CONSULTANT SERVICES TO LEAD IN THE PREPARATION AND ADOPTION OF A MULTI-USE PATH PLAN FOR THE CITY OF MEDINA, OHIO.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to solicit Request for Proposals (RFP's) for consultant services to lead in the preparation and adoption of a Multi-Use Path Plan for the City of Medina, and authorizing him to award the RFP to the successful bidder.

**SEC. 2:** That the funds to cover these services, in the estimated amount of \$50,000.00, are available in Account No. 171-0410-53315, utilizing American Rescue Plan Act funding.  
Correction: 171-410-52215

**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 in full force and effect at the earliest period allowed by law.

**PASSED:** October 24, 2022      **SIGNED:** James A. Shields  
President of Council Pro-Tem

**ATTEST:** Kathy Patton      **APPROVED:** October 25, 2022  
Clerk of Council

**SIGNED:** Dennis Hanwell  
Mayor

*D/K  
Dr. Hannah  
2-17-2023*

**REQUEST FOR COUNCIL ACTION**

No. RCA 23-051-2/27  
Finance Only

**FROM:** Nino Piccoli Service Director  
**DATE:** February 16, 2023  
**SUBJECT:** Expenditure Approval

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council's authorization to increase existing Purchase Order No. 2023-733 by \$10,000.00 for Littman, Inc. The original Purchase Order of \$7,000 was approved by the Board of Control issued on January 1, 2023. BOC approved an additional increase of \$8,000 on February 13, 2023. This increase in expenditure is needed for lighting upgrades at City Hall, Medina Police Department and the 2008 Parking Deck. The new total for this purchase order upon approval will be \$25,000.

**Suggested Funding: \$10,000 – new total \$25,000**

- Sufficient funds in Account No. 001-0743-53322
- Transfer needed from Account No.  
to Account No.
- **NEW APPROPRIATION** needed in Account No.

**Emergency Clause Requested: NO**  
**Reason:**

**COUNCIL USE ONLY:**  
**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**  
**Date:**

**REQUEST FOR COUNCIL ACTION**

No. RCA 23-052-2/27  
Finance

FROM: Dennis Hanwell  
DATE: February 21, 2023  
SUBJECT: Teamster's Contract

*D Hanwell  
2/21/2023*

**SUMMARY AND BACKGROUND:**

Respectfully request Medina City Council pass the attached Collective Bargaining Agreement between the City of Medina and the Teamsters for years 2023-2025. The wages for 2023 will need to be retroactive to 1/1/2023.

Estimated Cost: Suggested Funding:  
Sufficient funds in Account No.  
Transfer needed from Account No.  
To Account No.

NEW APPROPRIATION needed in Account No.  
Emergency Clause Requested: Yes  
Reason: To permit wage increases to take place as soon as possible to match other employees as well as limit further back pay and pension payments for Finance personnel.

**COUNCIL USE ONLY:**  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

**COLLECTIVE BARGAINING AGREEMENT**

**Between the CITY OF MEDINA**

**and the**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Local 436**

**EFFECTIVE:**

**JANUARY 1, 2023  
THROUGH DECEMBER 31, 2025**

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**ARTICLE 1  
AGREEMENT**

Section 1. This document is a contractual agreement (“Agreement”), entered into between the City of Medina, (“the City”), subject to approval by the Medina City Council, and the Teamsters Local 436 (“the Union”), to establish the bargaining unit employees’ wages, hours, terms and conditions of employment.

Section 2. The wages, hours, terms, and conditions of employment in this Agreement supersede any related Ohio laws, including all specifications under those related laws. Specifications in Ohio laws that are not specifically written into this Agreement are nonetheless modified by this Agreement.

Section 3. If any part of this Agreement is rendered illegal by state or federal legislation or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective.

Section 4. Any reference to a City management representative in this Agreement includes that representative’s designee. References to male gender include the female gender.

Section 5. References to the Medina Salary and Benefits Code are those in effect on January 1, 2015, notwithstanding any changes in the cited Code sections after January 1, 2015. The Medina Salary and Benefits Code will be inserted where applicable into this collective bargaining agreement as contract provisions.

**ARTICLE 2  
RECOGNITION**

Section 1. The City recognizes the Union as the exclusive certified bargaining representative of all employees employed in the job classifications certified as the bargaining unit by the State Employment Relations board on April 15, 2001 (00-REP-11-0248) (referred to collectively as “the bargaining unit”), as follows:

INCLUDED: All regular part-time employees employed by the City of Medina in Parks, Building, Streets and Sanitation and all full-time employees employed by the City of Medina in the following departments working in the following Classifications:

<u>Department</u>	<u>Classification</u>
Building	Inspectors
Service	Building Maintenance and Repair
Parks	Laborer

Cemetery	Sexton
Streets	Machine Equipment Operator (MEO) Laborer
Water	Operator (System Tech) Operations Tech Machine Equipment Operator (MEO) Laborer Meter Service Water Tech
City Engineer	Construction Inspector Senior Construction Inspector
Sanitation	Machine Equipment Operator (MEO) Laborer
Equipment Maintenance	Mechanic

**EXCLUDED:** Superintendents, assistant superintendents, foremen, all other part-time employees, employees excluded under O.R.C. 4117.01(C)(1)-(15), and all other classifications not specifically included above.

Section 2. The Union's status as exclusive representative relieves the City of any obligations to allow the participation of any bargaining unit member's private attorney or private representative in any matter concerning negotiations, grievances, a violation of this Agreement, or any other matter where the legal right to representation exists.

Section 3. The Union agrees to represent all bargaining unit members fairly and equally. Any one of the Union's designated representatives shall be deemed equally qualified and capable of representing a bargaining unit employee.

Section 4. The City's recognition of the classifications in this Article as a bargaining unit does not limit the City's right to add or eliminate bargaining unit positions or to add job duties to those positions.

Section 5. If a disagreement arises between the City and the Union as to whether a position belongs in the bargaining unit, the parties will discuss the issue. If the parties are unable to reach agreement on the issue, they shall file a petition with SERB requesting a unit clarification determination. This section establishes mutual consent under O.A.C. Section 4117-5-01.

**ARTICLE 3**  
**DUES DEDUCTIONS AND MEMBER FEE**

Section 1. The Employer agrees to deduct union dues and fees as determined by the Union and for which the employee has voluntarily submitted a signed authorization.

Section 2. Employees are not required to become members of the Union as a condition of employment. New employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a non-member fee as a voluntary contribution towards administration of the agreement. An employee is not required to pay a fee unless he/she voluntarily consents to pay union dues or a non-member fee through payroll deduction. Non-member fees and Union dues shall be deducted on a monthly basis.

If sufficient funds do not exist in the employee's paycheck for the payment of the Union dues or non-member fees, then the balance of the Union membership dues or the non-member fee shall be deducted from the employee's next paycheck.

Section 3. A check in the amount of the total Union dues or non-member fee withheld shall be tendered to the treasurer of the Teamsters within fifteen (15) days from the date of the deduction.

Section 4. The Union hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall defend and indemnify the City for any such liabilities or damages that may arise.

Section 5. The Union shall certify the rate at which Union dues and non-member fees are to be deducted to the City Finance Director during January of each year.

**ARTICLE 4**  
**UNION REPRESENTATION**

Section 1. Four (4) designated employee representatives shall be recognized by the City as Union Stewards upon the Union's submission of a letter identifying them as the Stewards.

Section 2. A Steward who is on duty working a normal shift shall be allowed reasonable time off without pay to represent an employee for reasons allowed under this agreement or provided by law. Any Steward that comes into work early or works outside of normal scheduled hours to handle Union matters or to represent a bargaining member does so voluntarily without pay or overtime.

Section 3. Stewards shall be paid for all meetings required by the City for which the Steward has a right to represent a bargaining unit member.

Section 4. Non-employee union representatives may be allowed on City property with prior notice to and approval by the Mayor. Approval shall not be unreasonably denied.

**ARTICLE 5  
EMPLOYEE RIGHTS**

Section 1. An employee has the right to the presence and advice of a union representative and/or union attorney at all disciplinary hearings and/or disciplinary interrogations. The unavailability of a union representative or a union attorney within a reasonable time is not grounds to postpone or reschedule a disciplinary hearing or a disciplinary interrogation.

Section 2. An employee shall have the right, upon written request, to review the employee's civil service personnel file. Requests for copies of the items included in the file shall be honored within a reasonable period of time.

Section 3. Citizen complaints against an employee that are reduced to writing shall be provided to the employee.

Section 4. Whenever an employee receives any written disciplinary action that will appear in the employee's file, the employee shall be provided a copy of it.

Section 5. Upon completion of an investigation of a complaint against an employee, the employee shall be notified in a reasonable period of time.

Section 6. Questioning or interviewing an employee in the course of an internal or external investigation will be conducted in hours reasonably related to the employee's shift, unless operational needs require otherwise. The interrogation sessions shall be for a reasonable period of time and shall allow the employee periodic rest periods for a refreshment and snack and a bathroom break.

**ARTICLE 6  
NONDISCRIMINATION**

Section 1. Neither the City nor the Union shall discriminate against any bargaining unit member on the basis of age (40 and over), sex, race, color, creed, national origin, disability or handicap. The Union shall share equally with the City the responsibility for applying this Article to the Agreement.

Section 2. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include males and females.

**ARTICLE 7  
NO STRIKES**

Section 1. During the term of this Agreement, the Union and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any strike or other concerted activity affecting the City's operation, including sick outs, slowdowns, protests over safety or refusals to perform voluntary assignments. The Union shall promptly take all possible actions to prevent

and to end any such concerted activity. Bargaining unit members engaging in a strike or concerted activity as contemplated herein may be disciplined up to, and including, discharge.

Section 2. The Employer shall not lock out employees during the term of this Agreement.

## **ARTICLE 8 TOTAL INTEGRATION**

Section 1. This Agreement represents the entire scope of the City's negotiated agreement with respect to wages, hours, terms and conditions of employment. It supersedes and nullifies prior, existing, or contemporaneous oral or written agreements, understandings, or practices between the parties. Any past practices carried over during the term of this Agreement may be discontinued with prior notice to the affected party.

## **ARTICLE 9 WAIVER OF NEGOTIATIONS**

Section 1. The Union acknowledges that it had the unlimited opportunity to negotiate with respect to any mandatory or permissive subject of bargaining. The Union therefore waives the right to bargain over any mandatory or permissive subject of bargaining during the life of this Agreement.

## **ARTICLE 10 MANAGEMENT RIGHTS**

Section 1. The Union recognizes that the management of the City in all its phases and details remains vested in the City and its designated representatives. The City shall have the right to take any action it considers necessary and proper to effectuate any management policy, express or implied.

Section 2. Except as limited by the express terms of this Agreement, the City's management rights include, but are not limited to, the rights:

To manage and direct employees, including the right to hire, select, train, promote, transfer, assign, reassign, evaluate, retrain, layoff, and recall employees; to discipline employees for just cause; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to subcontract services; to determine the City's goals, objectives, budget programs and services, and to utilize personnel in a manner determined by the City to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure; to introduce technology and other modern methods; to promulgate and enforce reasonable work rules, policies and procedures; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime, the amount of overtime required, and to assign mandatory overtime;

to determine each department's budget and uses thereof; to maintain the security of records and other pertinent information; and to exercise all management rights outlined in O.R.C. § 4117.08(C)(1)-(9).

Section 3. The City reserves to itself all other management rights not expressly listed in this Agreement.

History: Language regarding arbitration of management rights withdrawn without prejudice.

## **ARTICLE 11 PROBATION**

Section 1. Newly hired employees must complete a probationary period of one hundred eighty (180) calendar days.

Section 2. Newly hired probationary employees shall be employed at the City's discretion until the completion of their probationary period. A newly hired probationary employee's seniority is calculated from the original date of hire after the employee successfully completes the probationary period.

Section 3. Newly hired probationary employees may be disciplined or dismissed for any reason and at any time prior to the completion of the probationary period and such actions shall not be grievable under the terms of this Agreement or otherwise subject to challenge before the State Employment Relations Board or under any legal or other dispute resolution procedure. Newly hired probationary employees may otherwise file grievances over non-disciplinary breaches of this Agreement.

Section 4. Current employees permanently transferred, recalled, appointed or promoted into a different classification shall serve a forty-five (45) calendar day evaluation period. They are still subject to the just cause provisions of this Agreement. Should the City determine that the employee cannot acceptably perform the duties of the new classification, the employee has no guaranteed right to return to his prior classification. The City reserves the right to determine the appropriate measures to be taken with an employee who does not succeed in the new classification, (e.g., transfer, demotion, etc.).

## **ARTICLE 12 SENIORITY**

Section 1. Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the City.

Section 2. An employee's seniority and employment shall be terminated under the following conditions:

- a. Discharge;
- b. Resignation;

- c. Layoff for a period exceeding one year;
- d. Retirement;
- e. Unexcused failure to report to work for two (2) or more working days;
- f. Inability to return to work upon exhaustion of paid leave and FMLA leave;
- g. Failure to report to work within five (5) working days from the date the employee receives the recall notice by certified mail.

Section 3. If two (2) or more employees are hired or appointed on the same date, seniority shall be determined by the time filed stamp on their employment application.

### **ARTICLE 13 VACANCIES**

Section 1. A vacancy is a job opening, other than original appointments and positions filled by temporary assignment or permanent transfer that the City decides to post and fill on a permanent basis. The Rules of the City of Medina Civil Service Commission shall apply to all original appointments.

Section 2. The Mayor is the appointing authority for the Parks and Recreation Department and the Building Department. The Service Director is the appointing authority for the Service Department and the Engineering Department.

Section 3. Qualifications. The appointing authority decides whether candidates are qualified to fill vacancies. The appointing authority shall consider a candidate's skill, qualifications, experience, potential, and, if current employees are candidates, the employee's seniority, overall job record, and prior performance evaluations.

Section 4. Posting. The department shall post a vacancy notice that contains at least (a) the job title, (b) the general job duties and responsibilities, (c) the minimum qualifications necessary to be considered for the job; and (d) whether a test will be administered for the job. The City shall provide the Union stewards with a copy of all bargaining unit job postings.

The initial job posting shall be for no longer than seven (7) calendar days, including the first working day of the posting. A full-time bargaining unit employee, or his Union Steward, must submit a written request to the shift supervisor during the posting period, or the employee has waived all rights to be considered eligible as a candidate for the vacancy. After the initial seven (7)-day posting period, the City shall interview full-time bargaining unit candidates first for the vacancy.

If a vacancy for a full-time laborer position is not filled by the appointing authority with a full-time bargaining unit candidate through the process set forth in the preceding paragraph, the City shall post a vacancy notice for a second seven (7) calendar day period, including the first working day of the posting. A part-time bargaining unit employee, or his Union Steward, must submit a written request to the shift



supervisor during the second posting period, or the employee has waived all rights to be considered eligible as a candidate for the full-time position vacancy. The City shall then interview part-time bargaining unit employees for the full-time position vacancy. Part-time bargaining unit candidates will be subjected to a written test as a requirement for appointment to a full-time position.

If a vacancy is not filled by the appointing authority with either a full-time or part-time bargaining unit candidate through the procedures set forth in this Section 4, the position becomes an original appointment and the Civil Service Commission shall be responsible for advertising and testing for the vacancy.

Section 5. Selection. The appointing authority shall select the candidate the appointing authority deems most qualified based on the factors outlined in Section 3 above. The most senior employee who meets the minimum qualifications to be considered for a vacancy is not automatically entitled to fill the vacancy. Vacancies are awarded to the candidate the appointing authority believes is the most qualified for the job.

#### **ARTICLE 14 TRANSFERS AND ASSIGNMENTS**

Section 1. The service director determines all permanent and temporary transfers. An involuntary temporary transfer shall not be longer than forty-five (45) days in a position(s).

Employees temporarily transferred involuntarily to a higher job classification shall receive a seven percent (7%) increase above their current rate of pay. No less than their current rate of pay applies to employees temporarily transferred involuntarily to a lower classification.

Employees permanently transferred on a voluntarily basis shall be paid the rate of the new position. Employees permanently transferred on an involuntarily basis shall be paid the rate of the new position, but no less than their old rate of pay.

Section 2. An assignment is an order to perform work, including temporary assignments of less than eight (8) hours in a day, to another shift or to another department. The department head determines all assignments. A temporary assignment to a vacancy is not considered filling a vacancy.

If an employee is assigned to perform work in a higher classification for four (4) hours or less, the employee shall receive four (4) hours of pay at a rate of pay seven percent (7%) higher than the employee's regular hourly rate of pay. If an employee is assigned to perform work in a higher classification for more than four (4) hours, the employee shall receive pay at a rate of pay seven percent (7%) higher than the employee's regular hourly rate of pay for all hours actually worked on his regular shift that day.

Section 3. The work performance of employees temporarily transferred or temporarily assigned to a vacancy shall not be considered as part of the employee's qualifications if the employee becomes a candidate for the vacant position.

**ARTICLE 15  
LAYOFFS AND RECALLS**

Section 1. A layoff is a decision to reduce the present number of employees in a job classification in a department. A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective. A laid off employee shall be given reasonable notice (two [2] weeks) prior to being laid off.

Section 2. Layoff. The City will use the following procedure when it decides to lay off any employee:

- A. Part-time employees in the classification of the full-time person who is being laid off shall be laid off first.
- B. Newly hired probationary employees in the bargaining unit are laid off next.
- C. Full-time employees shall then be laid off by juniority in the affected classification of the affected department.

Section 3. Recall. Recall shall be by total continuous service with the City. An employee recalled to a position outside his classification shall serve an evaluation period in accordance with Article 11, Section 4. If the employee does not perform satisfactorily during the evaluation recall period, the employee shall be laid off and shall thereafter only be eligible for recall to his former position.

The City shall provide notice of recall to laid-off employees by registered mail at their last known address. Recall rights are lost if the employee fails to accept the offered job within five (5) days from the recall notice (attempt of service). The employee must provide the City with the employee's most current address. If the employee is on vacation or otherwise not immediately available, the employee must notify the City of where a recall notice can be received.

Section 4. A laid-off employee is not eligible for recall after one (1) year from the effective date of the layoff. Laid-off employees lose all seniority rights after that one (1) year period.

Section 5. Bumping. Bargaining unit employees who are laid off have the right to bump any other bargaining unit employee, or a part-time employee in another classification with less converted full-time seniority, if they have more seniority than the bumped employee and can satisfactorily perform the employee's job within the forty-five (45) calendar day evaluation period. If the bumping employee fails to perform satisfactorily during the forty-five (45) calendar day evaluation period, the employee shall be laid off. Conversion of part-time to full-time seniority is as follows:

Total part-time regular hours worked/2080 = Years of full-time seniority

**ARTICLE 16**  
**HOURS OF WORK AND OVERTIME**

Section 1 The department head shall establish schedules and assign scheduled and mandatory overtime. The City reserves the right to set the hours, shifts, and work days according to the operational needs of the City. The City shall provide seven (7) days' notice to the Union and the affected employees prior to changing hours, shifts or work days. The City agrees to change shifts no more than quarterly each year, unless otherwise agreed by the parties. Starting and ending times may vary from department to department. The following are the normal working hours for each department as of the date of execution of this agreement:

Mechanics	6:00 am	--	4:00 pm
Water Department	7:00 am	--	3:30 pm
Sanitation Department	5:00 am	--	1:00 pm
Parks Department	7:00 am	--	3:30 pm
Street Department	7:00 am	--	3:00 pm
Building Department	8:00 am	--	5:00 pm
Engineering Department	7:00 am	--	3:00 pm
Service Department	6:00 am	--	4:00 pm

Any hours worked outside the employee's normal working hours shall be considered for overtime, provided the hours worked are in excess of forty (40) hours in the scheduled work period as provided in Section 2, or qualify as call in time pursuant to Article 28.

Section 2. Employees required to work in excess of forty (40) hours in the scheduled seven (7) day work period shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for all hours actually worked. Vacation time, comp time and holidays shall be considered hours worked for the purposes of calculating overtime. Sick time and any other paid or unpaid time off are not considered hours worked for calculating overtime.

Section 3. Employees may elect to accrue up to 120 hours of compensatory time in lieu of overtime annually. All compensatory time over 100 hours at the end of each calendar year shall be cashed out. Compensation time requests must be approved in writing in advance by the department head. A minimum of forty-eight (48) hours' notice must be provided. All overtime earned working for another Department must be taken as overtime pay. Compensatory time can only be earned in your home Department.

Section 4. Voluntary Overtime. A voluntary overtime roster shall be maintained for each department. An employee is not required to sign up for voluntary overtime in his own department. If an employee does not wish to be called for overtime in his own department, he must give a written opt-out note to his supervisor or Department Head. The voluntary overtime roster for employees within the department shall be contacted in order of seniority, on a rotating basis based upon qualifications to perform the work needed. The department voluntary overtime roster will be updated only as personnel leave or enter a department.

The Water Meter, Water Distribution, and Water Operations Departments shall all be considered a part of the Water Department for purposes of overtime.

At the beginning of each month, the Union Steward shall submit to the department head a written voluntary overtime roster of employees outside the department who are willing to work voluntary overtime. The employees on the roster shall be contacted in order of seniority, on a rotating basis based upon qualifications to perform the work needed. Any employee who refuses the overtime or cannot be contacted shall be credited with having been offered the overtime for equalization and rotation purposes. The Department Head or Supervisor does not have to call the top name or any name on the list if that person is not qualified to perform the work requiring the overtime.

To assist the City in providing the best service at the lowest cost, a Department Head or Supervisor may call the highest, most senior full-time Laborer on the overtime roster over a Motor Equipment Operator, regardless of his place on the overtime roster. The City recognizes that the intent of this provision is to have the laborer perform "laborer" work, as long as the Laborer is qualified to do the work. At the end of each calendar year, the laborer should have an equivalent amount of overtime as the average employee in that department. Laborers who are qualified and who are called in order of seniority and by the normal rotation of the overtime roster may perform Motor Equipment Operator work.

Section 5. Mandatory Overtime. If the department head or department supervisor decides mandatory overtime is necessary, a request for volunteers on the shift where the mandatory overtime is necessary will be asked first. If no volunteers exist, employees in the effected department shall be contacted in accordance with their juniority, by rotation, and asked to volunteer for the overtime. If no employees can be contacted or no volunteers exist, mandatory overtime shall be assigned in accordance with juniority.

Section 6. In some cases, where the department head determines that an employee's unique skill or qualifications are essential to perform the overtime work, the employee may be assigned the overtime without regard to seniority.

Section 7. Employees must be dressed and ready to begin work at the time they report to work at their assigned starting time.

Section 8. Employees who are on stand-by and are restricted from leaving their homes in order to report to work immediately shall be paid their applicable rate of pay for all hours on stand-by.

Employees on call-in, who are given a beeper or are told to call in and report where they can be contacted, shall be paid their applicable rate of pay for all hours from the time they get called to report to work. Employees shall respond and report to work immediately.

The supervisor shall have the employee fill out a form indicating whether the employee has been assigned to stand-by or on-call status. The form shall also state how many hours the employee has been assigned on stand-by or on-call status.

Section 9. Water Department Remote Monitoring. Employees of the Water Department may be assigned the duties of monitoring the water system by a remote computer link using the Water Department laptop computer. Any employee assigned the duty of remote monitoring shall receive two (2) hours of pay at the overtime rate of pay for each day he is assigned the monitoring duty. Should the employee be required to respond to the City facility to maintain the water system, the employee shall receive two (2)

hours of pay at the overtime rate of pay for each on-site response. The employee shall be required to keep a time log sheet and document all hours actually spent monitoring the water system. The employee shall receive compensation for all hours actually worked above the two (2) hour minimum at the employee's applicable rate of pay.

Section 10. A supervisor in a department will not work more overtime bargaining unit hours annually than the highest number of overtime hours worked by a bargaining unit member in the same department for the same period of time.

## **ARTICLE 17 WORK RULES**

Section 1. The City has the right to promulgate written work rules and directives to regulate the conduct of employees. The City agrees to notify the Union prior to implementing any written work rules. Copies of work rules will be furnished to the Union. All work rules that exist at the time this Agreement is executed are presumed to be in accordance with this Agreement.

Section 2. Upon receiving a copy of a new or revised work rule, the Union has seven (7) calendar days to provide written notice as to whether it believes the work rule violates the terms of this Agreement. If the City does not receive written notice within that seven (7) day period, the work rule is considered consistent with the terms of this Agreement and may be implemented. The work rule shall not be grievable after the seven (7) day period expires.

Section 3. Disagreements as to whether a work rule violates this Agreement shall be discussed between the parties. If no resolution of the issue occurs, the City may implement the work rule and the Union may challenge the rule through the grievance procedures.

Section 4. The Union has the right at any time to grieve the consistent application of the work rules. "Consistency" for the application of work rules is reviewed on a department basis.

## **ARTICLE 18 DISCIPLINE**

Section 1. The City shall discipline a non-probationary employee only for just cause. Employees shall be entitled to union representation at any level of the discipline process. This does not mean management has to consult with the Union before deciding or imposing discipline.

Section 2. Administering discipline is a management right. The City's decision to administer a certain level of discipline for a given offense shall be based on the facts and circumstances of each situation.

Section 3. Discipline is cumulative. Any written form of discipline for any matter is considered in determining a greater level of discipline for any subsequent offenses.

Section 4. No oral discipline exists. Employees shall not rely on any oral warnings as a first step in the discipline process.

Section 5. The City normally will administer a system of discipline based on its assessment of the circumstances. Discipline may include (1) written warning; (2) written reprimand; (3) suspension; (4) reassignment; and (5) termination. All discipline must be imparted within ten (10) days after the employer notifies the employee of the employee's misconduct.

Section 6. With respect to discipline under this Article, only disciplinary reassignments, suspensions and discharges are arbitrable.

Section 7. Before the City issues a suspension, disciplinary reassignment, or termination, the employee will be given a personal opportunity to informally present a statement about the facts and circumstances of the proposed discipline. The City will provide prior written notice to the employee and the Union representative of the time, date, and place where the meeting shall occur and of the nature and grounds for the proposed discipline. The employee will have waived the opportunity to make a statement about the proposed discipline if the employee fails to attend the meeting.

If the employee does not make a statement or fails to attend the pre-disciplinary meeting, the City will make its decision regarding discipline based on the facts and the inferences drawn from the facts known at the time of the decision.

The Union shall not use any recording device or stenographic or transcription during questioning of the employee during the disciplinary meeting. If the city records the meeting, a copy of the tape shall be supplied to the union upon its request.

Section 8. When an employee is under formal investigation for criminal charges or illegal offenses, the employee shall cooperate in the investigation and answer all questions relevant to the investigation. Prior to any interrogations for alleged criminal charges, the employee shall be given Miranda rights and be allowed to consult with an attorney who is available within a reasonable amount of time. If, after being provided Miranda warning, the employee refuses to answer questions, the employee may be ordered to do so. Prior to ordering an employee to answer questions, Garrity rights must be given, assuring the employee that the City will not use any answers against the employee in criminal prosecution. If an employee still refuses to answer questions after having been provided Miranda and Garrity rights, the employee may be disciplined, up to and including discharge, for insubordination.

Section 9. Records of disciplinary actions shall not be considered for progressive disciplinary action at the expiration of the periods outlined below:

<u>Discipline</u>	<u>Time Period</u>
a. Written Warning/Reprimand	Eighteen (18) months
b. suspensions and Reassignments	Eighteen (18) months

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

Section 10. Discipline shall be carried out in a private and business-like manner.

Section 11. Grievances over discipline outlined in Section 6 may be filed at Step 2 of the grievance procedure.

### ARTICLE 19 GRIEVANCE PROCEDURE

Grievances shall be resolved according to the procedures outlined below.

<b>GRIEVANCE EVENT ACTUALLY OCCURS</b>	
Informal Step	Discussion with immediate supervisor and verbal answer within two (2) days after discussion.
Step 1: <u>Department Head</u> <b>Seven (7) day filing deadline.</b>	Written grievance filed with department head within seven (7) days after immediate supervisor's Informal Step answer, but no longer than ten (10) days total from when the grievance event actually occurred.  Department head must schedule meeting with the grievant, consider merits of the grievance, and provide a written final answer within ten (10) days after receiving the employee's grievance from the Informal Step.
Step 2: <u>Service Director*</u> <b>Seven (7) day filing deadline.</b>	Grievance filed with Service Director within seven (7) days after the department head's Step 1 response.  Service Director reviews grievance claim and, if necessary, consults with the department head or the grievant to review the merits of the grievance and the City's answer to the claim. Service Director provides answer to the grievant within seven (7) days of receiving the grievance at Step 2.
Step 3: <u>Arbitration</u> <b>Ten (10) day filing deadline.</b>	Demand for arbitration submitted to the Service Director within ten (10) days after Service Director's answer at Step 2.  Parties select arbitrator from panel listed under Arbitration Procedure.  Hearing date must be established within fourteen (14) days after the arbitrator has accepted the appointment.

\*Parks and recreation employees shall file their grievance with the Parks Director at this step instead of the Service Director.

Section 1. Definitions The term "grievance" shall mean an allegation by an employee or the Union that a breach, misinterpretation, or improper application of this Agreement has occurred.

Section 2. Grievance Procedure Rules All grievances must be written, including group grievances, and shall contain the following information:

- (a) aggrieved employee(s) name and signature;
- (b) aggrieved employee(s) classification;
- (c) date grievance was first discussed;
- (d) name of supervisor with whom grievance was discussed;
- (e) date grievance was filed in writing;
- (f) date and time grievance occurred;
- (g) where grievance occurred;
- (h) description of incident giving rise to the grievance;
- (i) articles and sections of Agreement violated; and
- (j) resolution requested.

The Union shall have the responsibility for the duplication, distribution, and accounting of the grievance forms.

Section 3. Any grievance not answered by the City within the stipulated time limits above may be advanced to the next step in the grievance procedure automatically. A grievance not submitted by the Union within the stipulated time limits above shall be dismissed with prejudice. All time limits on grievances or steps in the procedure may be waived upon mutual written consent of the parties.

Section 4. When an employee covered by this Agreement does not want Union representation, no grievance settlement shall conflict with any provision of this Agreement. An employee shall be entitled to representation at each step of the grievance procedure by a union representative or a union attorney. The absence or unavailability of the union representative or union attorney shall not delay the processing of the grievance.



Section 5.     Arbitration Procedure.     The parties hereby establish a panel of the following three arbitrators:

- A.     Dennis Minni
- B.     Jonathan Klein
- C.     Dennis Byrne

The parties agree to mutually agree to add two additional names of arbitrators within sixty (60) days of execution of the 2020-2022 Agreement.

Upon receipt of a notice to arbitrate, the parties shall choose an arbitrator by alternatively striking names from the panel until one (1) name remains as the arbitrator. The arbitrator shall be notified as soon as possible of the selection and a hearing shall be held within forty-five (45) days of the arbitrator's confirmation that the appointment as arbitrator has been accepted. Once selected, the arbitrator shall not be eligible to hear another case until the panel is exhausted.

Section 6.     Arbitration Rules.     The first question to be placed before the arbitrator may be whether or not the alleged grievance is related to matters specifically covered by the Agreement, or whether the procedural requirements of this Article have been satisfied. If the grievance is not arbitrable, the grievance will be considered concluded at that point and the Union will pay all arbitration fees and costs. If the arbitrator determines that the grievance is timely and is within the arbitrator's jurisdiction, the grievance will be heard on its merits before the same arbitrator in the same hearing.

The arbitrator shall limit decisions strictly to the interpretation, application, or enforcement of the specific Articles of this Agreement, and shall be without power or authority to:

- (a)     make any decisions contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
- (b)     make any decisions granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated; and
- (c)     make any decisions concerning the establishment of wage scales.
- (d)     Reduce or dismiss any employee discipline where the City has proven just cause for the level of discipline.

Section 7.     The decision of the arbitrator made within the arbitrator's jurisdiction shall be final and binding on the parties. Unless otherwise agreed, the arbitrator's decision shall be rendered within 30 days of the submission of the parties' briefs.

Section 8.     The costs of the services of the arbitrator shall be borne by the losing party. The fees of the court reporter, if any, shall be paid by the party requesting the reporter. The appearance fees and transcript shall be split equally if both parties desire a reporter or request a copy of any transcript. All other expenses are borne by the party incurring them.

**ARTICLE 20**  
**SICK LEAVE**

Section 1. Each full-time bargaining unit employee shall be entitled, for each completed eighty (80) hours of service, sick leave of 4.615 hours based on the employee's regular hourly wage. Unused sick leave shall be cumulative without limit. Any sick leave used for purposes that are FMLA qualifying shall be credited against any unpaid time available under the FMLA.

Section 2. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury or death in the employee's immediate family. For purposes of this Article, immediate family is defined as parent, mother and father-in-law, sister, brother, spouse, child, or stepchild.

Section 3. Employees unable to report for any of the reasons in Section 2, must report their anticipated absence to the department supervisor one-half (½) hour before the start of their shift on the first day of absence and each succeeding day of absence, unless other arrangements are authorized by the supervisor. Employees who fail to provide the required one-half (½) hour notice will not be paid for the time off. Upon return to work from sick leave, the employee shall submit to the department head a sick leave absence card confirming the sick leave hours taken off.

Section 4. When sick leave is used, it shall be deducted from the employee's accumulated sick leave credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

Section 5. All employees who are absent for three (3) or more consecutive days may be requested to submit a statement from a licensed physician concerning their illness (or illness of those being cared for). In addition, any abuse or patterned use of sick leave may be just and sufficient cause for disciplinary action. The City may require a physician's verification for each occurrence of sick leave of employees who have demonstrated a patterned use or abuse of sick leave.

Patterned use or abuse of sick leave includes regularly using sick leave before or after weekends, before or after holidays, before or after normal days off, on certain days of the week, in an excessive number of individual sick days off compared to the average number of sick leave days off for the department as a whole, use immediately after sick leave is accrued, or in a manner inconsistent with the request for sick leave, e.g. personal reasons during the time the employee would have been scheduled to work.

Section 6. Sick leave time off is for the employee's recuperation from illness or activity directly related to recuperation, e.g., purchase of medicine, or doctor's visits, during an employee's normal working hours. It also includes similar activity for the care of a person defined in Section 2 above.

Employees on sick leave or taking care of someone for appropriate sick leave purposes shall not engage in any personal or recreational activity during the time they would have been scheduled to work. Sick leave for a doctor's visit shall be used for the time necessary for such visit and related visits to obtain prescription drugs or prescribed therapy. Sick leave abuse will be analyzed based on an employee's conduct during normal working hours while on sick leave.

Section 7. In addition to sick leave accrued in 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 was 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.

Section 8. A City employee may elect, at the time of retirement from the 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 credit 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 that may be made under this section shall be four hundred (400) hours.

Section 9. Full-time employees shall be allowed to use two (2) days of sick leave annually as personal days. Employees must report their anticipated use of a personal day to the department supervisor one-half (½) hour before the start of their shift on the first day of absence, unless other arrangements are authorized by the supervisor. Employees who fail to provide the required one-half (½) hour notice will not be paid for the time off.

## **ARTICLE 21 FUNERAL LEAVE**

Section 1. A full-time employee shall be granted three (3) days off with pay deducted from sick leave for each death in the immediate family. Immediate family shall be defined to include the employee's spouse, children, mother, father, grandmother, grandfather, brother, sister, mother-and daughters-in-law and father-and sons-in-law. A death certificate or an obituary notice in the newspaper is necessary for payment.

Section 2. The City may approve two (2) additional sick leave days off for funeral leave for funerals or for other legitimate reasons related to the death of a member of an employee's immediate family.

## **ARTICLE 22 HOLIDAYS**

Section 1. All full-time employees shall be entitled to eight (8) hours of regular pay with time off for the following ten (10) holidays:

New Year's Day	First Day in January
Martin Luther King Day	Third Monday in January
President's Day	Second Monday in February
Memorial Day	Last Monday in May

Juneteenth	June 19 <sup>th</sup>
Independence Day	Fourth Day in July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	Twenty-Fifth Day in December

Section 2. Unless otherwise granted by the department head or designee, including approval of appropriate use of sick leave, an employee must work the employee's regularly scheduled day before and after the holidays listed in Section 1 to receive holiday pay.

Section 3. If an employee works on a holiday in Section 1 as a normal part of the employee's schedule, the employee will be paid time and one-half (1½) the employee's regular rate of pay for all hours actually worked, plus eight (8) hours of holiday pay. Employees who do not work on any of the holidays listed in Section 1 are just paid holiday pay.

Section 4. If an employee is not regularly scheduled to work on the day on which a holiday falls and is called in to work and works Martin Luther King Day, Presidents' Day, Columbus Day, or Veteran' Day, the employee will be paid time and one-half (1½) the employee's regular rate of pay for all hours actually worked on the holiday, plus eight (8) hours of holiday pay.

If an employee is not regularly scheduled to work on the day on which a holiday falls and is called into work and works New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, the employee will be paid at the rate of two (2) times his regular rate of pay for all hours actually worked on the holiday, plus eight (8) hours of holiday pay.

Section 5. For purposes of calculating overtime based on hours worked in a seven (7) day work period, an employee who works eight (8) hours on a holiday and receives eight (8) hours of holiday pay shall only be credited with eight (8) hours worked on the holiday and not sixteen (16) hours for that day.

Section 6. Part-time employees who work on a weekend or holiday shall be paid one and one-half (1½) their hourly base rate for all hours actually worked.

## **ARTICLE 23 JURY DUTY**

Section 1. Any employee who is called for jury duty shall continue to receive the employee's regular rate of pay. The employee shall submit the juror pay per diems to the City before the next pay period after the employee receives the juror pay.

**ARTICLE 24  
VACATIONS**

Section 1. Each full-time employee shall 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.

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.

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.

- C. **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.
- D. 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. A part-time employee employed by the City of Medina shall earn one (1) vacation day at seven (7) hours pay for every month worked up to a maximum of seven (7) days' vacation in a calendar year to be awarded on January First (1<sup>st</sup>).

Section 3. Employees returning from approved leaves of absences, lay-off, or a period of termination will be entitled to a vacation in the succeeding year based on the schedule in Section 1 above. Service time will not be accumulated during a leave of absence, lay-off, or period of employment termination.

Section 4. Vacations normally shall be scheduled in seven (7) calendar day blocks between Sunday and Saturday. Effective January 1, 2001, available vacation day slots shall be scheduled between January 1<sup>st</sup> and January 31<sup>st</sup> of each calendar year for each current calendar year in accordance with seniority. Two (2) weeks maximum shall be chosen by seniority at one time. Prior approval of the department head is necessary for any vacation to be scheduled in less than seven (7) day blocks in conjunction with holidays or compensatory time off, which approval shall not be unreasonably denied.

Section 5. After January 31<sup>st</sup>, vacations are scheduled on a first-come first-served basis, in accordance with the department head's perception of the department's personnel needs. In addition, two weeks' prior notice must be given to the department head for vacation requests made after January 31<sup>st</sup>. Exceptions can be made where the department head determines scheduling can be accommodated. Vacation scheduling (in 7 days blocks) takes precedence over any other personal time off.

Section 6. If the supervisor determines department staffing needs can be met, more than one employee may be allowed to take vacation off for the same period of time. An employee whose vacation has been denied because of staffing needs can request review and reconsideration of the employee's request for vacation time off by the Service Director within ten (10) days of the supervisor's denial of vacation leave.

Section 7. Any employee who resigns, is terminated, retires, or is separated from employment by the City because of a reduction in force will receive pay for the unused and accrued vacation time. In the case of resignation, the employee shall give two (2) weeks' notice in writing to the department head to be eligible for such payment. The money shall be paid the pay period following separation.

Section 8. Vacation time may be carried over from one (1) year to another, in accordance with Medina Salary Benefits Code §31.13(B)(1).

Section 9. The City shall continue to recognize service credit under in accordance with Medina Salary Benefits Code §31.13(b).

Section 10. The vacation period is from the first day of the payroll year through the last day of the payroll year. The payroll year is based on pay dates, not worked dates.

## **ARTICLE 25 PAYROLL**

Section 1. There are normally twenty-six (26) pay periods per fiscal year. All employees are normally paid every other Friday and are normally paid for a two (2) week period.

Section 2. If a holiday falls on a Friday, pay checks shall be distributed by the close of the working day on the previous Thursday.

## **ARTICLE 26 INSURANCE BENEFITS**

Section 1. The City shall provide group hospitalization, surgical and dental insurance coverages or options to full time employees. A summary of insurance benefits that the City shall provide effective February 1, 2020 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, 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 under the policy with the new carrier are comparable to or better than the benefits provided to bargaining unit employees as of the effective date of this Agreement. Insurance benefits are comparable even if employee deductibles, co-pays, coinsurance levels, or payments for prescription drugs increase to maintain comparable or better coverage.

Section 3. Opt-out benefits set forth in the 2013-2016 Agreement shall be maintained through September 1, 2017. Effective September 1, 2017, 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. For the period covering May 23, 2017 through August 31, 2017, pro-rated wellness-satisfaction requirements shall be identified by the City for those employees opting out who were not participating in the wellness program, in order for those employees

to have an opportunity to satisfy the wellness obligations for September 1, 2017 through December 31, 2018. Failure to satisfy these pro-rated requirements will result in the employee receiving the reduced opt-out amount.

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 shall provide each full-time employee with a \$25,000 paid life insurance policy in accordance with the rules of the carrier.

## **ARTICLE 27 HEALTH AND SAFETY**

Section 1. All employees accept the responsibility to maintain their personal safety equipment and work area in a safe and proper manner, and accept the responsibility to follow all safety rules and safe working methods of the City. All working conditions believed to be unsafe must be reported to the designated supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will attempt to correct any which are found and see that safety rules and safe working methods are followed by his employees. The Employer shall make all reasonable efforts to eliminate the unsafe condition within a reasonable period of time.

Section 2. Any employee operating equipment that the employee believes to have a dangerous defect shall report such defect to the Employer immediately. Upon receipt of such notice of defect, the Employer shall have the equipment inspected by a supervisor. If the supervisor determines the equipment is unsafe, the equipment shall be taken out of service.

Section 3. First aid kits and protective equipment shall be provided where required by law.

Section 4. In the event of any dispute under this Article, such dispute shall be immediately subject to resolution pursuant to Step 2 of the grievance procedure.

## **ARTICLE 28 CALL IN PAY**

Section 1. Any employee called into work during their off-duty hours shall be guaranteed a minimum of two (2) hours pay at the rate of one and one-half (1 ½) his regular rate of pay, so long as such time does not abut or overlap the employee's regularly scheduled shift. All time actually worked in excess of the two (2) hours shall be compensated at the rate of one and one-half (1 ½) his regular rate of pay. This provision shall not result in the pyramiding of overtime.



**ARTICLE 29**  
**LABOR-MANAGEMENT CONFERENCES**

Section 1. In the interest of Labor/Management relations, the Union or the City may request a Labor/Management meeting in order to discuss issues of safety or concern to either party. When requested, meetings shall be convened as soon as possible, subject to the provisions of Section 2.

Section 2. The Safety and Labor/Management meetings as set forth herein shall meet at least quarterly unless the parties agree to meet more or less often. When requested, the meetings shall be convened as soon as possible. At least two (2) work days prior to the meetings, the party requesting the meeting shall provide to the other party an agenda of the list of items to be discussed. The parties may agree to conduct such meetings during work hours. In the event a meeting under this Article is scheduled during work hours, the Union shall be permitted to have representatives who shall suffer no loss in pay while attending such meetings. Meetings will normally last 1 – 2 hours unless agreed to otherwise by the parties. The parties agree that the safety and/or Labor/Management meetings hereunder are advisory only.

Section 3. Appropriate topics for discussion at labor-management conferences shall be limited to:

- (a) Administration of this Agreement;
- (b) Notification of the Union of changes made by the City that affect bargaining unit employees;
- (c) Discussion of grievances that have not been processed beyond the final step of the established grievance process, only if such discussion is mutually agreed to by the City and the Union or bargaining unit members;
- (d) Dissemination of general information of interest to the parties;
- (e) Sharing of perspectives of bargaining unit members with management and discussion of proposed suggestions concerning items of concern or interest to bargaining unit employees;
- (f) Discussion of ways in which to increase productivity and efficiency of work units; and employees;
- (g) Consideration and discussion and health and safety matters relating to bargaining unit employees.

**ARTICLE 30**  
**SUBCONTRACTING AND SEASONAL EMPLOYEES**

Section 1. If a decision to subcontract work will result in job loss or a reduction in regularly scheduled non-overtime hours for employees, the City will provide reasonable notice to the Union. The Union will

be allowed a reasonable period of time to discuss alternatives to subcontracting with the city before its decision is final.

Section 2. The City retains the right to hire up to twenty (20) seasonal employees for the Parks Department and up to six (6) seasonal employees in the Cemetery Department. Seasonal employees will not work more than 153 calendar days or 910 hours between May 1 and September 30 of any calendar year.

### **ARTICLE 31 JOB DESCRIPTION**

Section 1. The City shall create, amend or update all job descriptions. Employees shall have access to their current job description. The Union shall receive a copy of a modification or update of any bargaining unit job description.

### **ARTICLE 32 TOOLS**

Section 1. The City shall provide all tools that it deems necessary for employees to perform their assigned duties.

### **ARTICLE 33 EMPLOYEE UNIFORMS**

Section 1. An employee uniform consists of a shirt and pants. The employee has a choice of long or short sleeve shirts.

Section 2. Part-time and newly hired employees shall receive five (5) uniforms. The March 1<sup>st</sup> after their anniversary date or at a mutually agreeable time, part-time and new hires shall receive up to a one hundred fifty dollar (\$150) annual allowance for the purchase of uniforms with reflective safety stripes. Current employees shall receive up to a one hundred fifty dollar (\$150) annual allowance for replacement uniforms with reflective safety stripes by March 1<sup>st</sup>. As an alternative to the \$150 annual allowance, the City, in its discretion, may provide uniforms. Newly hired employees must complete their probationary period to be eligible for a uniform allowance.

Section 3. In addition to their uniforms, new hires, part-time employees, and full-time employees shall receive up to a two hundred twenty-five dollar (\$225.00) annual shoe allowance effective January 1, 2017. Purchases must be turned in by October thirty-first (31<sup>st</sup>) for the purchase of ASTM-ANSI approved work shoes or work boots. New hires must complete their probationary period to be eligible for a shoe allowance.

Section 4. The City shall provide all employees with work gloves, rain gear and rubber boots or rubber shoes as necessary and is job related. Abuse or carelessness by an employee may lead to revoking this

benefit for that employee. At the employee's option, the employee shall receive a one hundred dollar (\$100.00) outerwear allowance for the employee to purchase winter outerwear during the life of this agreement. Any outerwear purchased must have safety reflective stripes to be approved for payment. New hires must complete their probationary period to be eligible for an outerwear allowance.

Section 5. Mechanics in the bargaining unit shall receive a uniform service for regular clean uniforms.

**ARTICLE 34  
CDL LICENSES**

Section 1. The City shall provide all equipment for training and testing for CDL licenses. The City will pay for the initial CDL license for all bargaining unit employees required to have one to perform the essential functions of their job. Employees shall pay for any renewals of CDL licenses. They agree to reimburse the City for any CDL license payment by automatic deduction from their paycheck if they leave the City within one (1) year after the City pays for their CDL license. CDL license payments are prospective only, and do not apply to any bargaining unit member who has already obtained a CDL license.

**ARTICLE 35  
LEAVES OF ABSENCE**

Section 1. The City agrees to maintain the Medina Salaries and Benefits Code policy regarding leaves of absences in Section 31.18.

**ARTICLE 36  
WAGES**

Section 1. Employees shall receive the following percent wage increases applied to their rates of pay effective in the first paycheck of January of each year of the contract as follows:

Retroactive to January 1, 2023	3.50%
January 1, 2024	3.50%
January 1, 2025	3.50%

2023 PAY SCALE – 3.50% increase

Part Time		\$19.84					
9	Construction Inspector	\$25.54	\$26.82	\$28.16	\$29.57	\$31.05	\$32.60
10		\$26.34	\$27.66	\$29.04	\$30.49	\$32.01	\$33.61
11	Senior Construction Inspector	0.00	0.00	0.00	0.00	0.00	0.00
12		\$29.04	\$30.49	\$32.01	\$33.61	\$35.29	\$37.05
16	Building / Property	\$35.29	\$37.05	\$38.90	\$40.85	\$42.89	\$45.03

	Maintenance Inspector						
31		\$19.85	\$20.84	\$21.88	\$22.97	\$24.12	\$25.33
32	Building Maintenance & Repair Parks Maintenance Technician	\$20.84	\$21.88	\$22.97	\$24.12	\$25.33	\$26.60
33	Water System Testing Tech	\$21.88	\$22.97	\$24.12	\$25.33	\$26.60	\$27.93
34	Sexton Motor Equipment Operator Tree Care Technician	\$22.97	\$24.12	\$25.33	\$26.60	\$27.93	\$29.33
35	Water Operations Technician	\$24.12	\$25.33	\$26.60	\$27.93	\$29.33	\$30.80
36		\$25.33	\$26.60	\$27.93	\$29.33	\$30.80	\$32.34
37		\$26.60	\$27.93	\$29.33	\$30.80	\$32.34	\$33.96
32.5	Meter Technician / Water Technician	\$21.48	\$22.55	\$23.68	\$24.86	\$26.10	\$27.41
34.5	Mechanic	\$24.62	\$25.85	\$27.14	\$28.50	\$29.93	\$31.43

2024 PAY SCALE – 3.50% increase

Part Time		\$20.53					
9	Construction Inspector	\$26.43	\$27.75	\$29.14	\$30.60	\$32.13	\$33.74
10		\$27.26	\$28.62	\$30.05	\$31.55	\$33.13	\$34.79
11	Senior Construction Inspector	0.00	0.00	0.00	0.00	0.00	0.00
12		\$30.06	\$31.56	\$33.14	\$34.80	\$36.54	\$38.37
16	Building / Property Maintenance Inspector	\$36.53	\$38.36	\$40.28	\$42.29	\$44.40	\$46.62
31		\$20.54	\$21.57	\$22.65	\$23.78	\$24.97	\$26.22
32	Building Maintenance & Repair Parks Maintenance Technician	\$21.57	\$22.65	\$23.78	\$24.97	\$26.22	\$27.53
33	Water System Testing Tech	\$22.65	\$23.78	\$24.97	\$26.22	\$27.53	\$28.91
34	Sexton Motor Equipment Operator Tree Care Technician	\$23.78	\$24.97	\$26.22	\$27.53	\$28.91	\$30.36

35	Water Operations Technician	\$24.97	\$26.22	\$27.53	\$28.91	\$30.36	\$31.88
36		\$26.22	\$27.53	\$28.91	\$30.36	\$31.88	\$33.47
37		\$27.53	\$28.91	\$30.36	\$31.88	\$33.47	\$35.14
32.5	Meter Technician / Water Technician	\$22.23	\$23.34	\$24.51	\$25.74	\$27.03	\$28.38
34.5	Mechanic	\$25.48	\$26.75	\$28.09	\$29.49	\$30.96	\$32.51

2025 PAY SCALE – 23.5% increase

Part Time		\$21.25					
9	Construction Inspector	\$27.36	\$28.73	\$30.17	\$31.68	\$33.26	\$34.92
10		\$28.21	\$29.62	\$31.10	\$32.66	\$34.29	\$36.00
11	Senior Construction Inspector	0.00	0.00	0.00	0.00	0.00	0.00
12		\$31.11	\$32.67	\$34.30	\$36.02	\$37.82	\$39.71
16	Building / Property Maintenance Inspector	\$37.81	\$39.70	\$41.69	\$43.77	\$45.96	\$48.26
31		\$21.26	\$22.32	\$23.44	\$24.61	\$25.84	\$27.13
32	Building Maintenance & Repair Parks Maintenance Technician	\$22.32	\$23.44	\$24.61	\$25.84	\$27.13	\$28.49
33	Water System Testing Tech	\$23.44	\$24.61	\$25.84	\$27.13	\$28.49	\$29.91
34	Sexton Motor Equipment Operator Tree Care Technician	\$24.61	\$25.84	\$27.13	\$28.49	\$29.91	\$31.41
35	Water Operations Technician	\$25.84	\$27.13	\$28.49	\$29.91	\$31.41	\$32.98
36		\$27.13	\$28.49	\$29.91	\$31.41	\$32.98	\$34.63
37		\$28.49	\$29.91	\$31.41	\$32.98	\$34.63	\$36.36
32.5	Meter Technician / Water Technician	\$23.01	\$24.16	\$25.37	\$26.64	\$27.97	\$29.37
34.5	Mechanic	\$26.37	\$27.69	\$29.07	\$30.52	\$32.05	\$33.65

Section 2. Longevity. The City agrees to maintain the longevity formula outlined in City of Medina Salaries and Benefits Code policy Section 31.17. In addition, each full-time bargaining unit member shall receive an additional five dollars (\$5.00) per month above the monthly amount paid pursuant to the Salaries and Benefits Code.

Section 3.     Shift Premium. The City shall pay a \$.35 shift premium for all second and third shifts designated by the City. Second and third shifts are those that follow the first shift established by the City, or designated by the city as a second or third shift. A shift equals a minimum of eight (8) hours. The shift premium applies only if the employees assigned to work the second or third shift as a regularly scheduled shift. It does not apply to call-ins or overtime.

Section 4.     P.E.R.S. The City shall maintain its current P.E.R.S. contribution in accordance with State law.

Section 5.     Travel and Education Benefits. The City shall maintain the travel and education benefits provided under City of Medina Salaries and Benefit Code Section 31.15.

Section 6.     Severance Pay. All employees who are employed at the City's Water Treatment Plant who are not retained by the City after the Water Treatment Plant closes shall be awarded one (1) week of severance pay for each year of continuous service and/or fraction thereof. By accepting the severance pay, the employee terminates the employee's employment with the City and loses all seniority and/or reemployment rights with the City. If an employee is offered the same or greater paid position and rejects the offer, the employee shall not receive severance pay.

The City agrees that it shall consult with the Union about severance if it decides to eliminate a department in the future.

### **ARTICLE 37 DURATION**

Section 1.     This Agreement shall be effective from the date of ratification (March 13, 2023) through December 31, 2025.

Section 2.     Negotiations on a successor agreement shall be in conformity with R.C. 4117, et seq. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent not more than one hundred twenty (120) calendar days nor less sixty (60) calendar days prior to the expiration date of this agreement.

**ARTICLE 38  
SIGNATURES**

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed as of this \_\_\_\_ day of March, 2023.

**FOR THE CITY OF MEDINA**

**FOR TEAMSTERS LOCAL 436**

\_\_\_\_\_  
Dennis T. Hanwell, Mayor

\_\_\_\_\_  
Dennis Kashi, President

\_\_\_\_\_  
Nino Piccolli, Service Director

\_\_\_\_\_  
Fred Crow Jr., Secretary Treasurer

\_\_\_\_\_  
Sal Alioto, Vice President

**APPROVED AS TO FORM**

\_\_\_\_\_  
Greg Huber, Law Director

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Jon M. Dileno  
Dileno Law, LLC

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 [MedMutual.com/SBC](http://MedMutual.com/SBC) or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$500/single, \$1,000/family Network \$1,000/single, \$2,000/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Certain <u>preventive care</u> and all services with <u>copayments</u> are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	\$1,000/single, \$2,000/family Network Unlimited/single, Unlimited/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	Certain <u>specialty drugs</u> , <u>premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes, See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800-540-2583 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .



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

Common Medical Event		Services You May Need	What You Will Pay	Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% coinsurance	None
	Specialist visit	\$40 copay/visit	40% coinsurance	None
	Preventive care/ screening/ immunization	No charge	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray)	No charge	40% coinsurance	None
	Diagnostic test (blood work)	No charge	40% coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None
If you need drugs to treat your illness or condition	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.
More information about prescription drug coverage is available at MedMutual.com/SBC	Specialty drugs	Applicable drug tier copay or the max of any available manufacturer-funded copay assistance	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)**

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 have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance
	Physician/surgeon fees (Outpatient)	\$20 copay/visit at PCP; \$40 copay/visit at Specialist; 20% coinsurance all other places after deductible	40% coinsurance
If you need immediate medical attention	Emergency room care	\$100 copay/visit	None
	Emergency medical transportation	\$50 copay/visit	(includes non-emergency)
If you have a hospital stay	Urgent care	\$20 copay/visit	None
	Facility fee (e.g., hospital room)	20% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Physician/ surgeon fee (inpatient)	20% coinsurance	None
	Outpatient services	Benefits paid based on corresponding medical benefits	None
If you are pregnant	Inpatient services	Benefits paid based on corresponding medical benefits	None
	Office visits	No charge	40% coinsurance
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance
	Childbirth/delivery facility services	20% coinsurance	40% coinsurance

Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).

**Common Medical Event Services You May Need**

**What You Will Pay**

**Limitations, Exceptions, & Other Important Information**

	What You Will Pay		Limitations, Exceptions, & Other Important Information	
	Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)		
<b>If you need help recovering or have other special health needs</b>	Home health care	20% coinsurance	40% coinsurance	(60 visits per benefit period)
	Rehabilitation services (Physical Therapy)	\$20 copay/visit	40% coinsurance	(30 visits per benefit period)
	Habilitation services (Occupational Therapy)	\$20 copay/visit	40% coinsurance	(60 visits per benefit period; except for work hardening, which is not covered)
	Habilitation services (Speech Therapy)	\$20 copay/visit	40% coinsurance	(60 visits per benefit period)
	Skilled nursing care	20% coinsurance	40% coinsurance	(120 days per benefit period; combined with Physical Medicine and Rehabilitation)
	Durable medical equipment	20% coinsurance	40% coinsurance	None
	Hospice services	20% coinsurance	40% coinsurance	None
	Children's eye exam	No charge	40% coinsurance	None
	Children's glasses		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](http://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.

**About these Coverage Examples:**

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



**Peg is Having a Baby**

(9 months of in-network 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>

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.

**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>

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.

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.]

# Multi-Language Interpreter Services & Nondiscrimination Notice



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

## Spanish

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

## Chinese

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

## German

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

## Arabic

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

## Pennsylvania Dutch

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

## Russian

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

## French

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

## Vietnamese

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

## Navajo

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

## Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajjila 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.



## ENROLLMENT INFORMATION City of Medina

Contract Period: 1/1/2023 through 12/31/2023

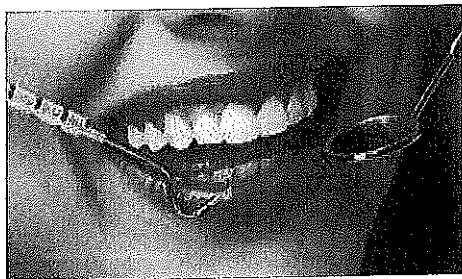
### SUPERIOR SMILES START WITH SUPERIOR DENTAL CARE

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  
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**ATTACHMENT B**  
**THE CITY OF MEDINA 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.

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

**REQUEST FOR COUNCIL ACTION**

No. RCA 23-058 - 2/27  
Finance

FROM: Dennis Hanwell  
DATE: February 21, 2023  
SUBJECT: OPBA Contracts

*Dennis Hanwell  
2/21/2023*

**SUMMARY AND BACKGROUND:**

Respectfully request Medina City Council pass the attached Collective Bargaining Agreements between the City of Medina and the OPBA for years 2023-2025. The wages for 2023 will need to be retroactive to 1/1/2023.

Estimated Cost: Suggested Funding:  
Sufficient funds in Account No.  
Transfer needed from Account No.  
To Account No.

NEW APPROPRIATION needed in Account No.  
Emergency Clause Requested: Yes  
Reason: To permit wage increases to take place as soon as possible to match other employees as well as limit further back pay and pension payments for Finance personnel.

**COUNCIL USE ONLY:**  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

COLLECTIVE BARGAINING  
AGREEMENT

between the

CITY OF MEDINA

and

MEDINA SERGEANTS

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 Medina City Police Sergeants, hereinafter referred to as “the Sergeants” or “the Union.”

## **ARTICLE 2 – RECOGNITION**

**Section 1.** The City agrees that it has and will continue to recognize the Sergeants as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment, for all sworn, full-time police sergeants on the Medina Police Department, excluding all sworn officers below the rank of sergeant, all civilian employees and all other employees.

**Section 2.** The City will furnish the Sergeants representative, to be designated by the Sergeants 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 Union and the regular monthly Union 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 Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the city the amounts due and owing from the employees involved.

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

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

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

#### **ARTICLE 4 -- MANAGEMENT RIGHTS**

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

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

#### **ARTICLE 5 -- NO STRIKE**

**Section 1.** Neither the Sergeants 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 City shall not lock out any employees.



## **ARTICLE 6 – ASSOCIATION REPRESENTATION**

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

## **ARTICLE 7 – DISCIPLINE**

**Section 1.** A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the City has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the Sergeants.

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

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

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

<b><u>Disciplinary Action</u></b>	<b><u>Time Period</u></b>
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, 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 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 Sergeants 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 part shall request the American Arbitration Association to submit a panel of seven (7) arbitrators. The parties will choose one arbitrator by the alternative strike method.

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

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

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

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

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

**Section 10.** The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

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

## **ARTICLE 9 – SENIORITY**

**Section 1.** All newly appointed sergeants shall be considered a probationary employee for a period of twelve (12) months, beginning from the first day of assignment as sergeant.

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

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

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

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

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

**Section 6.** It is the specific intent of the parties to utilize seniority as defined herein to determine the order of layoff, displacement rights, and recall pursuant to the Civil Service Rules of the City of Medina. The parties specifically agree that seniority as defined herein shall be used to determine order of layoff, displacement rights and recall rights. For this reason, the parties agreed that Civil Service Rules IX, subsection (G) and Ohio Revised Code Section 124.37 are specifically preempted by this agreement 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 Sergeants agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or handicap.

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

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

**Section 1.** All employees, for work performed or compensated in excess of forty (40) hours per week except sick days per Article 19 and for all hours worked or compensated in excess of

the regular weekly forty (40) hours scheduled, except sick days per Article 19, shall be compensated at the rate of time and one-half.

**Section 2.** All time worked when called back after normal daily working hours or on a regular day off, and actual time spent engaged in appropriate police work within the City of Medina which requires immediate action, shall be compensated at the rate of one and one-half (1½) times 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. Employees on medical-related or personal leave (excluding vacation, holiday, personal day or comp-time) for three (3) or more consecutive days shall not receive any additional compensation for appearing for court time or other work-related call-in, until such date on which the employee is cleared to return to work. Employees appearing for court time or call-in during such leave shall not have sick time deducted for the actual time of appearance.

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

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

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

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

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

## ARTICLE 17 – HOLIDAYS

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

New Year's Day	Independence Day
President's Day	Labor Day
Martin Luther King Day	Columbus Day
Easter Sunday	Veterans' Day
Memorial Day	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 Sunday, Independence Day, Labor Day, Thanksgiving and Christmas are hereby designated as premium holidays. A full-time employee who works a shift that begins on the actual premium holiday shall be paid at one and one-half times his regular rate of pay for that shift, and in addition, holiday pay not to exceed eight hours. An employee who receives such premium pay for working the actual holiday shall not also receive holiday pay for the Friday or Monday on which the same holiday may be observed pursuant to Section 3(A) hereof.

## 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) or more years 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. 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.
- G. 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.

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

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

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

## **ARTICLE 19 – SICK LEAVE**

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

Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employees' immediate family. The previously accumulated sick leave of an employee who has been separated from the City's service may be placed to his credit upon his re-employment in the City's service providing that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. Provisional appointees or those who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees. The responsible administrative officer of the employing unit may require the employee to furnish a satisfactory affidavit that this absence was caused by illness due to any of the causes mentioned in this section.

**Section 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. Taking a stress day shall not constitute utilizing sick leave under this section. The stress days under this Article must be utilized within six months of when they are earned, and shall only be taken with advance approval of the Chief except where the day is used in an emergency situation.

**Section 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 four hundred (400) hours.

## **ARTICLE 20 – STRESS DAYS**

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

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

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

## **ARTICLE 21 – LONGEVITY PAY**

**Section 1.** All full-time employees of the City of Medina who have completed twenty (20) years continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of ninety dollars (\$90.00) 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 one thousand, three hundred eight-two dollars (\$1,382.00) 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 sergeant.

**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 31.08(A) unless he or she has accumulated a total of nine (9) months active service during the prior calendar year.
- D. Any employee who is called for jury duty during his normal working hours shall be entitled to leave for such service and shall be paid for such leave time at the usual rate for the applicable pay grade and step.

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

## **ARTICLE 24 – TRAVEL, TELEPHONE AND EDUCATIONAL BENEFITS**

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

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

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

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

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

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

**Section 7.** Upon receipt of, or proof of having earned, an associate degree in the law enforcement field; or a four (4) year baccalaureate degree from an accredited university; or upon proof of an honorable discharge after having served three (3) or more years in a branch of the United States military; or upon proof of having served three (3) or more years in the Ohio National Guard, a police patrolman or officer 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.** Sergeants having one (1) or more years of service as a Sergeant in the Medina City Police Department shall be paid an hourly rate fifteen percent (15%) above the effective top step of a Patrol Officer's pay. On appointment to Sergeant, the employee shall serve a 12-month probationary period, during which time the sergeant shall be paid an hourly rate of six percent (6%) above the effective top step of a Patrol Officer's pay.

**Section 2.** The City will pay ten percent (10%) of the employee's contribution to the Police and Fire Disability and Pension Fund. Effective upon execution, the City shall pay said amount pursuant to a "Deferred" plan as approved by the Ohio Police and Fire Pension Fund and as explained herein. (Attachment C).

#### **ARTICLE 27 – 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 28 – 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 and accidental death/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 29 – 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 30 – RETENTION OF BENEFITS**

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

## **ARTICLE 31 – 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. In the event of an employee-involved shooting, or use by an employee of physical force resulting in serious physical injury or death, the Chief of Police may order an immediate investigation to determine compliance with departmental procedures.

**Section 4.** Questioning or interviewing of any employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. 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 32 – INJURY LEAVE/WAGE CONTINUATION**

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

### **Section 2.** QUALIFICATIONS

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

5. Injury leave time will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations:

**Section 3.** TERMINATION CONDITIONS

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

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

**ARTICLE 33 – DURATION**

**Section 1.** The term of this Agreement shall be from date of ratification (March 13, 2023) or conciliator's award 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.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereunto have set their hands this \_\_\_\_\_ 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 A. 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 [MedMutual.com/SBC](http://MedMutual.com/SBC) or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$500/single, \$1,000/family Network \$1,000/single, \$2,000/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Certain preventive care and all services with copayments are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this plan?	\$1,000/single, \$2,000/family Network Unlimited/single, Unlimited/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
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.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800-540-2583 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .

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

Common Medical Event	Services You May Need	What You Will Pay	Limitations, Exceptions, & Other Important Information
	Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% coinsurance
	Specialist visit	\$40 copay/visit	40% coinsurance
	Preventive care/ screening/ immunization	No charge	40% coinsurance
If you have a test	Diagnostic test (x-ray)	No charge	40% coinsurance
	Diagnostic test (blood work)	No charge	40% coinsurance
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance
If you need drugs to treat your illness or condition	Generic copay - retail Tier 1	\$15	Does Not Apply
	Generic copay - home delivery Tier 1	\$30	Does Not Apply
	Preferred brand copay - retail Tier 2	\$30	Does Not Apply
	Preferred brand copay - home delivery Tier 2	\$60	Does Not Apply
	Non-preferred brand copay - retail Tier 3	\$50	Does Not Apply
	Non-preferred brand copay - home delivery Tier 3	\$100	Does Not Apply
	Specialty drugs	Applicable drug tier copay or the max of any available manufacturer-funded copay assistance	Does Not Apply

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

[ For more information about limitations and exceptions, see the [plan](#) or policy document at [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 need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	(60 visits per benefit period)	
	Rehabilitation services (Physical Therapy)	\$20 copay/visit	40% coinsurance	(30 visits per benefit period)	
	Habilitation services (Occupational Therapy)	\$20 copay/visit	40% coinsurance	(60 visits per benefit period; except for work hardening, which is not covered)	
	Habilitation services (Speech Therapy)	\$20 copay/visit	40% coinsurance	(60 visits per benefit period)	
	Skilled nursing care	20% coinsurance	40% coinsurance	(120 days per benefit period; combined with Physical Medicine and Rehabilitation)	
	Durable medical equipment	20% coinsurance	40% coinsurance	None	
	Hospice services	20% coinsurance	40% coinsurance	None	
	Children's eye exam	No charge	40% coinsurance	None	
	Children's glasses		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](http://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.

**About these Coverage Examples:**

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

**Peg is Having a Baby**

(9 months of in-network 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>

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.

**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>

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.

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

## Pennsylvania Dutch

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

## Russian

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

## French

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

## Vietnamese

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

## Navajo

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

## Oromo

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

## Korean

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

## Italian

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

## Japanese

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

## Dutch

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

## Ukrainian

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

## Romanian

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

## Tagalog

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

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

**Nondiscrimination Notice**

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

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

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

**Civil Rights Coordinator**

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

**Email:** [CivilRightsCoordinator@MedMutual.com](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.



## ENROLLMENT INFORMATION

City of Medina

Contract Period: 1/1/2023 through 12/31/2023

### 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.

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			\$9,900
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 sergeants through December 31, 2025; and state as follows:

WHEREAS, the Parties have reached an agreement to temporarily establish 12 hour workshifts for some members of the police department 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 a 10 hour shift schedule or a 12 hour shift schedule for members of the Patrol division who are not members of a special 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 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 established at the signing of the Agreement.
- E. The following Articles of the Agreement are modified as follows if the Sergeants are working a 12 hour shift. If the Officers 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 3.** For the purpose of the 12 hour shift schedule, the standard work schedule for the Sergeants shall consist of no more than eight (8) hours in a fourteen (14) day work

period.

The 12 hour shift schedule for the duration of the MOU shall be per the following example:

#### **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 eighty (80) hours during a fourteen (14) day period, except sick days per Article 19 (but only considering paid sick leave usage in each 40-hour work week), 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 and the remaining schedule for that pay period shall continue as scheduled without causing overtime.

#### **ARTICLE 19 – SICK LEAVE**

**Section 3.** 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 20. The

stress days shall be either twelve (12), ten (10) or eight (8) hour 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.

Run Date: 11/05/2021

# Schedule

Sunday, November 11, 2018 to Saturday, November 24, 2018

Run Time: 11:26a

Page: 1

Name	Position	Su 11-11	Mo 11-12	Tu 11-13	We 11-14	Th 11-15	Fr 11-16	Sa 11-17	Su 11-18	Mo 11-19	Tu 11-20	We 11-21	Th 11-22	Fr 11-23	Sa 11-24
Sgt Day Shift A	Supervisor	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF	OFF	6a-6p	6a-6p	OFF	OFF	6A-2P	6a-6p
Shift 1	Patrol	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6A-2P
Shift 2	Patrol	6A-2P	OFF	OFF	6a-6p	6a-6p	OFF	OFF	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p
Shift 3	Patrol	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF	OFF	6A-2P	6a-6p	OFF	OFF	6a-6p	6a-6p
Shift 4	Patrol	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF	OFF	6a-6p	6A-2P	OFF	OFF	6a-6p	6a-6p
Shift 5	Patrol	6a-6p	OFF	OFF	6a-6p	6A-2P	OFF	OFF	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p
Shift 6	Patrol	5a-5p	OFF	OFF	5a-1p	5a-5p	OFF	OFF	OFF	5a-5p	5a-5p	OFF	OFF	5a-5p	5a-5p
Sgt Night Shift A	Supervisor	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF	OFF	6p-6a	6p-6a	OFF	OFF	10p-6	6p-6a
Shift 7	Patrol	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	10p-6
Shift 8	Patrol	10p-6	OFF	OFF	6p-6a	6p-6a	OFF	OFF	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	6p-6a
Shift 9	Patrol	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF	OFF	10p-6	6p-6a	OFF	OFF	6p-6a	6p-6a
Shift 10	Patrol	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF	OFF	6p-6a	10p-6	OFF	OFF	6p-6a	6p-6a
Shift 11	Patrol	5p-5a	OFF	OFF	5p-5a	5p-1a	OFF	OFF	OFF	5p-5a	5p-5a	OFF	OFF	5p-5a	5p-5a
Sgt Dayshift B	Supervisor	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p	6A-2P	OFF	OFF	6a-6p	6a-6p	OFF	OFF
Shift 12	Patrol	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6A-2P	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF
Shift 13	Patrol	OFF	6a-6p	6a-6p	OFF	OFF	6A-2P	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF
Shift 14	Patrol	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p	6a-6p	OFF	OFF	6A-2P	6a-6p	OFF	OFF
Shift 15	Patrol	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p	6a-6p	OFF	OFF	6a-6p	6A-2P	OFF	OFF
Shift 16	Patrol	OFF	6a-6p	6A-2P	OFF	OFF	6a-6p	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF
Shift 17	Patrol	OFF	5a-1p	5a-5p	OFF	OFF	5a-5p	5a-5p	5a-5p	OFF	OFF	5a-5p	5a-5p	OFF	OFF
Sgt Nightshift B	Supervisor	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	10p-6	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF
Shift 18	Patrol	OFF	6p-6a	6p-6a	OFF	OFF	10p-6	6p-6a	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF
Shift 19	Patrol	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	6p-6a	10p-6	OFF	OFF	6p-6a	6p-6a	OFF	OFF
Shift 20	Patrol	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	6p-6a	6p-6a	OFF	OFF	10p-6	6p-6a	OFF	OFF
Shift 21	Patrol	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	6p-6a	6p-6a	OFF	OFF	6p-6a	10p-6	OFF	OFF
Shift 22	Patrol	OFF	5p-5a	5p-1a	OFF	OFF	5p-5a	5p-5a	5p-5a	OFF	OFF	5p-5a	5p-5a	OFF	OFF

Sgt. Overlap	Supervisor	OFF	OFF	2p-2a	2p-2a	OFF	OFF	2p-2a	2p-2a	2p-10	OFF	OFF	2p-2a	2p-2a	OFF
Shift 23 K9	K9	OFF	OFF	OFF	5p-2a	5p-2a	5p-2a	5p-2a	OFF	OFF	OFF	5p-2a	5p-2a	5p-2a	5p-2a
Days															
Bridge															
Nights															
Day Supervisor															
Evening Supervisor															

COLLECTIVE BARGAINING  
AGREEMENT

between the

CITY OF MEDINA

and

OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION  
(PATROL OFFICERS)

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

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

**ARTICLE 3  
DUES DEDUCTION**

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

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

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

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

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

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

#### **ARTICLE 4 MANAGEMENT RIGHTS**

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

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

#### **ARTICLE 5 NO STRIKE**

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

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

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

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

## **ARTICLE 6 ASSOCIATION REPRESENTATION**

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

## **ARTICLE 7 DISCIPLINE**

**Section 1.** A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the City has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the OPBA.

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

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

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

### **Disciplinary Action**

### **Time Period**

Written warning or reprimand  
Suspension or demotion

One (1) year  
Two (2) years

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

## **ARTICLE 8 GRIEVANCE PROCEDURE**

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

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

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

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

- A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. Except at Step 1, all decisions shall be tendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of

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

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

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

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

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

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

**STEP 4.** In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fifteen (15) days

after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. Within the fifteen (15) day period, the moving party shall request the American Arbitration Association to submit a panel of seven (7) arbitrators. The parties will choose one arbitrator by the alternative strike method.

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

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

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

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

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

**Section 10.** The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

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

## **ARTICLE 9 SENIORITY**

**Section 1.** All newly appointed employees shall be considered probationary employee for a period of twelve (12) months, beginning from the first day of reporting to work. The

probationary period shall continue through the successful completion of the FTO program even if the FTO training extends beyond the twelve-month probationary period. Notwithstanding the foregoing, the probationary period shall last no longer than fourteen (14) months.

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

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

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

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

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

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

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

**ARTICLE 10  
NON-DISCRIMINATION**

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

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

**ARTICLE 11  
GENDER**

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

**ARTICLE 12  
HEADINGS**

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

**ARTICLE 13  
OBLIGATION TO NEGOTIATE**

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

**Section 2.** Therefore, for the life of this Agreement, the City and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.



## **ARTICLE 14 CONFORMITY TO LAW**

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

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

## **ARTICLE 15 DUTY HOURS**

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

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

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

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

**Section 2.** All time worked when called back after normal daily working hours or on a regular day off, and actual time spent engaged in appropriate police work within the City of Medina which requires immediate action, shall be compensated at the rate of one and one-half times (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. Employees on medical-related or personal leave (excluding vacation, holiday, personal day or comp-time) for three (3) or more consecutive days shall not receive any additional compensation for appearing for court time or other work-related call-in, until such date on which the employee is cleared to return to work. Employees appearing for court time or call-in time during such leave shall not have sick time deducted for the actual time of appearance.

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

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

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

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

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

## **ARTICLE 17 HOLIDAYS**

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

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

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

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

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

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

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

## ARTICLE 18 VACATIONS

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

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

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

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

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

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

**ARTICLE 19  
SICK LEAVE**

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

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

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

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

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

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

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

## **ARTICLE 20 STRESS DAYS**

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

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

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

## **ARTICLE 21 LONGEVITY PAY**

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

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

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

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

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

## **ARTICLE 22 UNIFORM ALLOWANCE**

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

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

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

### **ARTICLE 23 LEAVE OF ABSENCE**

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

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

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

**Section 3.** Any employee having been in the employ of the City of Medina for at least six (6) months may be granted a leave of absence without pay by the responsible appointing authority or elected official for a period of time as deemed warranted, but not to exceed six (6) months within

one year. Written notice of said leave will be given to the Civil Service Commission and the Finance Director.

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

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

## ARTICLE 24 TRAVEL, TELEPHONE AND EDUCATIONAL BENEFITS

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

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

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



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

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

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

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

## ARTICLE 25 GROUP HOSPITALIZATION

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

The premiums for such plan shall be paid as follows:

- A. 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.** 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:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Hourly</b>	\$28.86	\$30.30	\$31.82	\$33.41	\$35.08	\$36.83
<b>Annual</b>	\$	\$	\$	\$	\$	\$
<b>(x 2080)</b>	60,028.80	63,024.00	66,185.60	69,492.80	72,966.40	76,606.40

**Section 2.** 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:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Hourly</b>	\$29.87	\$31.36	\$32.93	\$34.58	\$36.31	\$38.13
<b>Annual</b>	\$	\$	\$	\$	\$	\$
<b>(x 2080)</b>	62,129.60	65,228.80	68,494.40	71,926.40	75,524.80	79,310.40

**Section 3.** 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:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Hourly</b>	\$30.92	\$32.47	\$34.09	\$35.79	\$37.58	\$39.46
<b>Annual</b>	\$	\$	\$	\$	\$	\$
<b>(x 2080)</b>	64,313.60	67,537.60	70,907.20	74,443.20	78,166.40	82,076.80

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

**ARTICLE 27  
ADVANCEMENT WITHIN PAY RANGE**

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

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

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

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

**ARTICLE 28  
SHIFT DIFFERENTIAL**

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

**ARTICLE 29  
LIFE INSURANCE**

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

**Section 2.** In the event the bargaining unit member's life insurance is provided through an insured plan and the City qualifies under the terms of the insured plan to offer additional life

insurance coverages, bargaining unit members may purchase additional coverages through payroll deductions. The costs of any additional life insurance coverages shall be the sole responsibility of the bargaining unit member.

### **ARTICLE 30 SAVINGS CLAUSE**

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

### **ARTICLE 31 RETENTION OF BENEFITS**

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

### **ARTICLE 32 EMPLOYEE RIGHTS**

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

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

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

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

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

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

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

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

## ARTICLE 33 INJURY LEAVE/WAGE CONTINUATION

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

**Section 2.** QUALIFICATIONS

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

**Section 3.** TERMINATION CONDITIONS

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

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

8. The injured worker attempts to collect both wage continuation and temporary total compensation; or
9. Employment termination.

**ARTICLE 34  
DURATION**

**Section 1.** The term of this Agreement shall be from date of ratification (March 13, 2023) or conciliator's award, 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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**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereunto have set their hands this \_\_\_\_\_ 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 A. 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 [MedMutual.com/SBC](http://MedMutual.com/SBC) or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$500/single, \$1,000/family Network \$1,000/single, \$2,000/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Certain <u>preventive care</u> and all services with <u>copayments</u> are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	\$1,000/single, \$2,000/family Network Unlimited/single, Unlimited/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	Certain <u>specialty drugs</u> , <u>premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800-540-2583 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .



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)	Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% coinsurance	None	
	Specialist visit	\$40 copay/visit	40% coinsurance	None	
	Preventive care/ screening/ immunization	No charge	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.	
If you have a test	Diagnostic test (x-ray)	No charge	40% coinsurance	None	
	Diagnostic test (blood work)	No charge	40% coinsurance	None	
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None	
If you need drugs to treat your illness or condition  More information about prescription drug coverage is available at <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a>	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	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)
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center) Physician/surgeon fees (Outpatient)	20% coinsurance	None
If you need immediate medical attention	Emergency room care Emergency medical transportation Urgent care	\$20 copay/visit at PCP; \$40 copay/visit at Specialist; 20% coinsurance all other places after deductible \$100 copay/visit \$50 copay/visit	None (includes non-emergency) None None
If you have a hospital stay	Facility fee (e.g., hospital room) Physician/ surgeon fee (inpatient)	20% coinsurance	None None
If you need mental health, behavioral health, or substance abuse services	Outpatient services Inpatient services	20% coinsurance Benefits paid based on corresponding medical benefits Benefits paid based on corresponding medical benefits	None None None
If you are pregnant	Office visits Childbirth/delivery professional services Childbirth/delivery facility services	No charge 20% coinsurance 20% coinsurance	40% coinsurance 40% coinsurance 40% coinsurance Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). None None

[ 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)**

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

[ For more information about limitations and exceptions, see the plan or policy document at [MedMutual.com/SBC](http://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 800-540-2588.

### 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.

**About these Coverage Examples:**

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

**Peg is Having a Baby**

(9 months of in-network 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
What isn't covered	
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
What isn't covered	
Limits or exclusions	\$20
<b>The total Joe would pay is</b>	<b>\$820</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.

**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
What isn't covered	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$600</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.

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.]

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

## Oromo

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

## Korean

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

## Italian

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

## Japanese

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

## Dutch

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

## Ukrainian

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

## Romanian

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

## Tagalog

PAUNAWA: Kung nagsasalita ka ng 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.

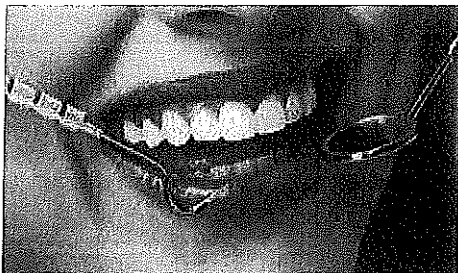
**SUPERIOR SMILES START WITH SUPERIOR DENTAL CARE**

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!*

<b>Plan #1477</b>	<b>In Network</b>	<b>Out of Network</b>
<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

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**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.

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

- 2.5% Inc.
- 10% Pension share
- 7.5% Pension payment (based on last and highest three years)
- \$40,000 base pay

	Current	Pick up	Deferred *
Base pay plus 10% inc.	\$44,000	\$40,000	\$44,000
Taxes before pension	11,000	10,000	
Taxes after pension			\$9,900
Pension share	4,400	0	4,400
Take home pay	28,600	30,000	29,700
Replacement 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 patrol officers through December 31, 2025; and state as follows:

WHEREAS, the Parties have reached an agreement to temporarily establish 12 hour workshifts for some members of the police department 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 a 10 hour shift schedule or a 12 hour shift schedule for members of the Patrol division who are not members of a special 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 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 established at the signing of the Agreement.
- E. The following Articles of the Agreement are modified as follows if the Patrol Officers are working a 12 hour shift. If the Officers 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 3.** For the purpose of the 12 hour shift schedule, the standard work schedule for the Officers shall consist of no more than eight (8) hours in a fourteen (14) day work period.

The 12 hour shift schedule for the duration of the MOU shall be per the following example:

## **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 eighty (80) hours during a fourteen (14) day period, except sick days per Article 19 (but only considering paid sick leave usage in each 40-hour work week), 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 and the remaining schedule for that pay period shall continue as scheduled without causing overtime.

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

**Section 3.** 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 20. The stress days shall be either twelve (12), ten (10) or eight (8) hour 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.



# Schedule

Sunday, November 11, 2018 to Saturday, November 24, 2018

Name	Position	Su 11-11	Mo 11-12	Tu 11-13	We 11-14	Th 11-15	Fr 11-16	Sa 11-17	Su 11-18	Mo 11-19	Tu 11-20	We 11-21	Th 11-22	Fr 11-23	Sa 11-24
Sgt Day Shift A	Supervisor	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF	OFF	6a-6p	6a-6p	OFF	OFF	6A-2P	6a-6p
Shift 1	Patrol	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6A-2P
Shift 2	Patrol	6A-2P	OFF	OFF	6a-6p	6a-6p	OFF	OFF	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p
Shift 3	Patrol	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF	OFF	6A-2P	6a-6p	OFF	OFF	6a-6p	6a-6p
Shift 4	Patrol	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF	OFF	6a-6p	6A-2P	OFF	OFF	6a-6p	6a-6p
Shift 5	Patrol	6a-6p	OFF	OFF	6a-6p	6A-2P	OFF	OFF	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p
Shift 6	Patrol	5a-5p	OFF	OFF	5a-1p	5a-5p	OFF	OFF	OFF	5a-5p	5a-5p	OFF	OFF	5a-5p	5a-5p
Sgt Night Shift A	Supervisor	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF	OFF	6p-6a	6p-6a	OFF	OFF	10p-6	6p-6a
Shift 7	Patrol	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	10p-6
Shift 8	Patrol	10p-6	OFF	OFF	6p-6a	6p-6a	OFF	OFF	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	6p-6a
Shift 9	Patrol	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF	OFF	10p-6	6p-6a	OFF	OFF	6p-6a	6p-6a
Shift 10	Patrol	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF	OFF	6p-6a	10p-6	OFF	OFF	6p-6a	6p-6a
Shift 11	Patrol	5p-5a	OFF	OFF	5p-6a	5p-1a	OFF	OFF	OFF	5p-5a	5p-5a	OFF	OFF	5p-5a	5p-5a
Sgt Dayshift B	Supervisor	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p	6A-2P	OFF	OFF	6a-6p	6a-6p	OFF	OFF
Shift 12	Patrol	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6A-2P	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF
Shift 13	Patrol	OFF	6a-6p	6a-6p	OFF	OFF	6A-2P	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF
Shift 14	Patrol	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p	6a-6p	OFF	OFF	6A-2P	6a-6p	OFF	OFF
Shift 15	Patrol	OFF	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p	6a-6p	OFF	OFF	6a-6p	6A-2P	OFF	OFF
Shift 16	Patrol	OFF	6a-6p	6A-2P	OFF	OFF	6a-6p	6a-6p	6a-6p	OFF	OFF	6a-6p	6a-6p	OFF	OFF
Shift 17	Patrol	OFF	5a-1p	5a-5p	OFF	OFF	5a-5p	5a-5p	5a-5p	OFF	OFF	5a-5p	5a-5p	OFF	OFF
Sgt Nightshift B	Supervisor	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	10p-6	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF
Shift 18	Patrol	OFF	6p-6a	6p-6a	OFF	OFF	10p-6	6p-6a	6p-6a	OFF	OFF	6p-6a	6p-6a	OFF	OFF
Shift 19	Patrol	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	6p-6a	10p-6	OFF	OFF	6p-6a	6p-6a	OFF	OFF
Shift 20	Patrol	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	6p-6a	6p-6a	OFF	OFF	10p-6	6p-6a	OFF	OFF
Shift 21	Patrol	OFF	6p-6a	6p-6a	OFF	OFF	6p-6a	6p-6a	6p-6a	OFF	OFF	6p-6a	10p-6	OFF	OFF
Shift 22	Patrol	OFF	5p-5a	5p-1a	OFF	OFF	5p-5a	5p-5a	5p-5a	OFF	OFF	5p-5a	5p-5a	OFF	OFF
Sgt. Overlap	Supervisor	OFF	OFF	2p-2a	2p-2a	OFF	OFF	2p-2a	2p-2a	2p-10	OFF	OFF	2p-2a	2p-2a	OFF
Shift 23 K9	K9	OFF	OFF	OFF	5p-2a	5p-2a	5p-2a	5p-2a	OFF	OFF	OFF	5p-2a	5p-2a	5p-2a	5p-2a
Days															
Bridge															
Nights															
Day Supervisor															
Evening Supervisor															

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.

<b><u>Disciplinary Action</u></b>	<b><u>Time Period</u></b>
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  
President's Day  
Martin Luther King Day  
Memorial Day  
Easter Sunday  
Juneteenth

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

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

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

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

**Section 4.** New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving and Christmas are hereby designated as premium holidays. 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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**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereunto have set their hands this \_\_\_\_\_ 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


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

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

 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/>.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$500/single, \$1,000/family Network \$1,000/single, \$2,000/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Certain <u>preventive care</u> and all services with <u>copayments</u> are covered and paid by the <u>plan</u> before you meet your deductible.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	\$1,000/single, \$2,000/family Network Unlimited/single, Unlimited/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	Certain <u>specialty drugs</u> , <u>premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes, See <a href="https://www.MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800-540-2583 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .



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

[ 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 need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	(60 visits per benefit period)	
	Rehabilitation services (Physical Therapy)	\$20 copay/visit	40% coinsurance	(30 visits per benefit period)	
	Habilitation services (Occupational Therapy)	\$20 copay/visit	40% coinsurance	(60 visits per benefit period; except for work hardening, which is not covered)	
	Habilitation services (Speech Therapy)	\$20 copay/visit	40% coinsurance	(60 visits per benefit period)	
	Skilled nursing care	20% coinsurance	40% coinsurance	(120 days per benefit period; combined with Physical Medicine and Rehabilitation)	
	Durable medical equipment	20% coinsurance	40% coinsurance	None	
	Hospice services	20% coinsurance	40% coinsurance	None	
	Children's eye exam	No charge	40% coinsurance	None	
	Children's glasses		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](http://plan) or policy document at [MedMutual.com/SBC](http://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 [cchio.cms.gov](http://cchio.cms.gov). Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [HealthCare.gov](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.

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



**About these Coverage Examples:**

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

**Peg is Having a Baby**

(9 months of in-network 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)

<b>Total Example Cost</b>	<b>\$12,700</b>
---------------------------	-----------------

In this example, Peg would pay:

<i>Cost-Sharing</i>	
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)

<b>Total Example Cost</b>	<b>\$5,600</b>
---------------------------	----------------

In this example, Joe would pay:

<i>Cost-Sharing</i>	
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>

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.

**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)

<b>Total Example Cost</b>	<b>\$2,800</b>
---------------------------	----------------

In this example, Mia would pay:

<i>Cost-Sharing</i>	
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>

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.

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

## Pennsylvania Dutch

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

## Russian

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

## French

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

## Vietnamese

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

## Navajo

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

## Oromo

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

## Korean

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

## Italian

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

## Japanese

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

## Dutch

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

## Ukrainian

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

## Romanian

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

## Tagalog

PAUNAWA: Kung nagsasalita ka ng 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.



## ENROLLMENT INFORMATION City of Medina

Contract Period: 1/1/2023 through 12/31/2023

### 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.

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

# ATTACHMENT C

Page 13

Overall Police Department Pension alternatives, 000

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	\$9,900
Taxes after pension			
Pension share	4,400	0	4,400
Total home pay	28,600	\$0,000	29,700
Retirement pay	\$33,000 (Part Taxable)	\$30,000 (Full taxable)	\$33,000 (Full Taxable)

**MEMORANDUM OF UNDERSTANDING  
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.

RCA 23-054-2/27

**City of Medina**

**Board of Control/Finance Committee Approval  
Administrative Code: 141**

ok  
Finance  
Only

Department Heads can authorize expenditures up to \$1,500.00 (requisition)

Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).

Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).

Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 105-05)

Date: 2/21/2023

Department: Police Department

Amount: \$14,000.00

B.O.C. Approval Date: \_\_\_\_\_

Account Number: 106-0101-51131

Vendor: Akron Uniform

Department head/Authorized signature:   
Chief Edward Kinney

Item/Description: Increase PO #23-292 for patrol uniform purchases  
original P.O. \$7,800.00

-----  
**FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council

Date to Finance: \_\_\_\_\_

Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.

Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

Revised:

6/1/2018

2/14/2023  
Store: AU

Sales Order #31947  
Ordered: 2/14/2023  
Associate: Sysadmin  
Page 1

# Akron Uniforms

Since 1984

4410 Manchester Road  
New Franklin, Ohio 44319  
Phone: 330-434-3033  
Fax: 234-571-0085  
info@akronuniforms.com

Bill To: Medina Police Department  
Medina Police Department  
150 W. Friendship St.  
Medina, OH 44256  
330-725-7777

INSTRUCTIONS: J.S.  
BWAGNER@MEDINAOH.ORG

\*\*QUOTE ONLY, QUOTE IS VALID FOR 30 DAYS\*\*

AWAITING SIZES FOR ORDER

42-SS POLOS  
42-LS POLOS  
38-APEX PANTS  
4-WMNS TACLITE PRO PANTS

Order Status: Open

Item Name	Attribute Size	Qty	Sold	Due	Price	Ext Price	Tax
71049 5.11 SS POLO	DARK NAVSM-2XL 20%	42	0	42	\$38.40	\$1,612.80	T
						less: \$403.20	
72049 5.11 L/S POLO	DARK NAVSM-2XL 20%	42	0	42	\$41.60	\$1,747.20	T
						less: \$436.80	
74434 APEX PANT	VOLCANIC28-44 20%	38	0	38	\$72.00	\$2,736.00	T
						less: \$684.00	
64360 SPECIAL	CHARCOA 20%	4	0	4	\$46.40	\$185.60	T
						less: \$46.40	
Total Qty Ordered:		126	0	126			

Percent Unfilled: 100

Exempt Subtotal: \$6,281.60  
0 % Tax: + \$0.00  
TOTAL: \$6,281.60  
Deposit Balance: \$0.00  
Balance Due: \$6,281.60

Thank you for your order!

2/7/2023  
Store: AU

**Sales Order #31800**

Ordered: 2/7/2023  
Associate: Associate

Page 2

---

	Subtotal:	\$3,514.77
Exempt	0 % Tax:	+ \$0.00
	<b>TOTAL:</b>	<b>\$3,514.77</b>
	<b>Deposit Balance:</b>	<b>\$0.00</b>
	Balance Due:	\$3,514.77

Thank you for your order!

2/7/2023  
Store: AU

Sales Order #31800  
Ordered: 2/7/2023  
Associate: Associate  
Page 1

# Akron Uniforms

Since 1984

4410 Manchester Road  
New Franklin, Ohio 44319  
Phone: 330-434-3033  
Fax: 234-571-0085  
info@akronuniforms.com

Bill To: Medina Police Department  
Medina Police Department  
150 W. Friendship St.  
Medina, OH 44256  
330-725-7777

INSTRUCTIONS: J.S.  
BRYAN WAGNER  
BWAGNER@MEDINAOH.ORG

\*\*VALID FOR 30 DAYS\*\*

84-SILVER FLEX BADGES B/O  
OFFICER  
CITY OF MEDINA SEAL  
OH  
(BLUE ENAMEL, ROMAN LETTERING, HEAT PRESS)

13 GOLD FLEX BADGES B/O  
DETECTIVE  
CITY OF MEDINA SEAL  
OH  
(BLUE ENAMEL, ROMAN LETTERING, HEAT PRESS)

13 GOLD FLEX BADGES B/O  
LIEUTENANT  
CITY OF MEDINA SEAL  
OH  
(BLUE ENAMEL, ROMAN LETTERING, HEAT PRESS)

13 GOLD FLEX BADGES B/O  
CHIEF  
CITY OF MEDINA SEAL  
OH  
(BLUE ENAMEL, ROMAN LETTERING, HEAT PRESS)

Order Status: Open

Item Name	Attribute	Size	Qty	Sold	Due	Price	Ext Price	Tax
PER BRYAN WAGNER			1	0	1	\$0.00	\$0.00	T
FLX-899BR	GOLD	HEAT PRE	39	0	39	\$31.99	\$1,247.61	T
		8.57%					less: \$117.00	
FLX-899BR	SILVER	HEAT PRE	84	0	84	\$26.99	\$2,267.16	T
Total Qty Ordered:			124	0	124			

Percent Unfilled: 100

# REQUEST FOR COUNCIL ACTION

No. RCA 23-055-2/27  
Committee: Finance

FROM: Andrew Dutton

DATE: 2/21/23

SUBJECT: PY22 CHIP Grant Administration - Kleinfelder, Inc.  
*Authorize expenditure*

## SUMMARY AND BACKGROUND:

*ORD. 80-22 (former Roggemyer Design Group)*

The City of Medina entered into a contract with Kleinfelder, Inc. on 11/30/22 to provide administration of the Program Year 2022 (PY22) CHIP grant.

The contract included \$62,000 for General Administration of the PY22 CHIPP grant, which contains \$6,500 for the drafting of the required Environmental Review Record.

This is a request for a Purchase Order to Kleinfelder, Inc. to provide administrative services for the PY22 CHIP grant, as follows:

- Line #1 Administer PY22 CDBG CHIP Program - \$36,000.00  
ACCT 138-0462-52215 PROJECT AC-22-01
  - Line #2 Administer PY22 HOME CHIP Program - \$19,500.00  
ACCT 139-0462-52215 PROJECT AC-22-05
  - Line #3 Environmental Review Record - \$6,500.00  
ACCT 139-0462-52215 PROJECT AC-22-05
- Total: \$62,000.00

Estimated Cost: \$62,000.00

### Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- **NEW APPROPRIATION** needed in Account No. 138-0462-52215 and 139-0462-52215

Emergency Clause Requested: Yes

Reason: Setup of the PO took additional time and discussion due to the complexity of the grant and changes to federal funding sources. The consultant has assisted staff in explaining funding and has completed general administrative work on the project. The emergency clause will allow the consultant to be paid for their services.

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### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

**EXHIBIT B  
FEE SCHEDULE**

I. Fee: A time and expense fee in the amount of **\$197,500.00** based on the following estimated distribution of compensation.

1	Environmental Review Record	\$6,500
2	Technical Assistance/General Administration	\$55,500
3	Project Activity Implementation <del>(**Estimated cost)</del> ODOD-OCD may make annual adjustments requiring contract amendment**) <del>(**Estimated cost)</del>	<del>\$132,500</del>
	- Home/Building Repair - \$45,000 – - 10 units at \$4,500	
	- Private Rehabilitation - \$87,500 – - 7 units at \$12,500	
	<b>TOTAL</b>	<b>\$194,500</b>

- These hourly rates shall be adjusted annually each year through the course of the contract.
- Annual Contract Amendments may be required as/if Ohio Department of Development Office of Community Development (ODOD-OCD) adjusts Project Cost "Limits of Assistance" (see Exhibit D: ODOD Policy Memo dated April 7, 2022). Current Allowable Project Soft Costs are 20% for Private Rehabilitation and 25% for Home/Building Repair. Recommended Project Soft Cost Averages may change annually, at ODOD-OCD's discretion, and would require a contract amendment.
- Kleinfelder "per unit" estimated project activity implementation/soft costs are based on the current ODOD-OCD Recommended Project Soft Cost Averages. Currently, a minimum of \$4,500/per Home Repair Unit and \$12,500/per Private Rehabilitation Unit for Soft Costs is included in this contract based on current allowable percentages and estimated Project Hard Costs. However, should ODOD-OCD adjust Project Cost Limits of Assistance (project hard/soft costs); and/or, should anticipated project hard costs exceed anticipated estimates, Kleinfelder may increase its compensation accordingly based on applicable ODOD-OCD allowable/recommended percentages. All such cost adjustments anticipated to be paid from CHIP Grant Funds and/or CDBG/HOME Housing Program Income. Such contract increases will be reflected on an Annual Contract Amendment corresponding to the most recent/applicable ODOD-OCD "Limits of Assistance" (hard/soft costs) Policy effective date; or the individual Project/unit Approval Letters for projects requiring a "Request to Exceed" current project hard cost limits.
- RFP costs/price was based on PY2020 CHIP Cost Estimates. Costs/price increased due to ODOD-OCD Project Cost "Limits of Assistance" (see Exhibit D: ODOD Policy Memo dated April 7, 2022). .....



OK  
Dr. Hamel  
2/21/2023

**REQUEST FOR COUNCIL ACTION**

FROM: Patrick Patton

DATE: February 21, 2023

SUBJECT: Amend Ordinance 203-22

NO. RCA 23-056-2/27

COMMITTEE REFERRAL: Finance

This request is for Council authorization to amend Ordinance 203-22.

Section 1 of the ordinance references a grant amount of \$2,046,500 (see attached). This request asks to amend that section to show the actual amount of the grant, \$2,046,590 (attached). The final funding totals should be as follows:

- 108-0676-54414: \$2,833,752.00 (City share)
- 386-0676-54414 \$2,046,590.00 (Grant share)
- 108-0676-54414: \$ 375,658.00 (County share)

Thank you for your consideration.

ESTIMATED COST: n/a

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**ORDINANCE NO. 203-22**

**AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 139-22, PASSED JULY 11, 2022 RELATIVE TO BIDS FOR THE WEST SMITH RECONSTRUCTION, PHASE 4 PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 139-22, passed July 11, 2022, authorized bidding and awarding a contract to the successful bidder for the West Smith Reconstruction, Phase 4 Project; and

**WHEREAS:** Section 2 of Ordinance 139-22, passed July 11, 2022 *presently* reads as follows:  
That the estimated cost of the project, in the amount of \$5,096,000.00, is available as follows: \$2,833,842.00 in Account No. 108-0676-54414, \$2,046,500.00 in Account No. 386-0676-54414, and \$375,658.00 in Account No. 108-0676-54414.

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

**SEC. 1:** That Section 2 of Ordinance No. 139-22, passed July 11, 2022 is hereby *amended* to read as follows:

That the estimated cost of the project, in the amount of **\$5,256,000.00, is available as follows: \$2,833,842.00 in Account No. 108-0676-54414 (City share), \$2,046,500.00 in Account No. 386-0676-54414 (grant), and \$375,658.00 in Account No. 108-0676-54414 (County share).**

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

**SEC. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to execute this contract as quickly as possible to allow contractor to begin acquiring project material; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** November 14, 2022

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** November 15, 2022

**SIGNED:** Dennis Hanwell  
Mayor



**2019 NOACA BOARD OF DIRECTORS**

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Lori Keegan, Lorain County Commissioner

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John Picuti, P.E., District Deputy Director, ODOT, District 12

David H. Roche, Mayor, City of Richmond Heights

Ralph Spidanti,auga County Commissioner

Matthew L. Sprone, P.E., PMP, Director of Capital Projects, City of Cleveland

Robert A. Stefanik, Mayor, City of North Royalton

Bon Young, Laka County Commissioner

Matt Zeno, Cleveland Council, Ward 15

**Ex Officio Member**  
 Kurt Prince, District Chief, Northeast District Office, Ohio Environmental

**Executive Committee Members**

Grace Gallucci, NOACA Executive Director

October 17, 2019

The Honorable Dennis Hanwell  
 Mayor  
 City of Medina  
 132 North Elmwood Avenue  
 Medina, Ohio 44256

RE: NOACA 2021-2024 TIP Funding Award and Agreement

Dear Mayor Hanwell,

Congratulations! On September 13, 2019, the Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors approved the NOACA funded portion of the funding State Fiscal Year 2021-2024 Transportation Improvement Program (TIP). We are pleased to inform you that the following project was selected for funding as it represents an alignment of NOACA and community priorities toward the implementation of the region's *AIM Forward 2040* long-range transportation plan.

Project Name	NOACA Funding	SFY
West Smith Road Rehabilitation (East off State Road to South Court Street)	\$2,046,590 (80% STBG)	2021

Thus, NOACA will provide eligible construction costs, up to the maximum amount in the specified State Fiscal Year of implementation. The local share must be provided from a non-federal funding source.

This funding award represents a partnership between the City of Medina and NOACA to develop and implement the stated project. Enclosed with this letter are 'Sponsor Partnership Responsibilities' that the project sponsor must agree to as a condition of accepting funding. Please read all of the conditions carefully, sign, and return as soon as possible. After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the project in the TIP for the stated funding amount and indicated year of implementation.

If you have any questions, please do not hesitate to call me at (216) 241-2414, Ext. 100. Also, your staff may contact Randy Lane, Director of Programming, at (216) 241-2414 ext. 300 or by email at [rlane@mpo.noaca.org](mailto:rlane@mpo.noaca.org).

On behalf of NOACA, we are excited to be a partner toward the successful planning and implementation of your project.

Respectfully,

Grace Gallucci  
 Executive Director

CC: Patrick Patton, City Engineer

**REQUEST FOR COUNCIL ACTION**

FROM: Patrick Patton

DATE: February 21, 2023

SUBJECT: Amend Ordinance No. 104-22 regarding Gates Mills Culvert Replacement

NO. RCA 23-057-2/27

COMMITTEE REFERRAL: Finance

*OK  
A. Hamell  
2/21/2023*

This request asks Council to amend Ordinance No. 104-22 regarding Gates Mills Culvert Replacements by increasing the amount of the project by \$15,000 to a revised total amount of \$546,500. The reason we would like to increase the cost is to allow the contractor to remove and replace additional concrete pavement adjacent to the culvert.

The contract bid amount includes replacement of concrete pavement above and adjacent to the culvert. The concrete pavement abutting the planned replacement area on both sides of the culvert is in poor condition and should be replaced. I would note, if we don't replace it now with this project, we will have to include it for replacement this summer with our annual pavement replacement project.

There are still funds remaining in the OPWC grant that is funding 73% of the cost of this project, so funding this increase will we as follows:

- OPWC grant = \$ 10,950. (73%)
- 108 funds = \$ 4,050. (27%)
- o Total = \$ 15,000. (100%)

Thank you for your consideration.

ESTIMATED COST: \$15,000.

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411  
OPWC Grant

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

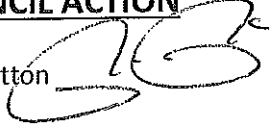
Date:

**REQUEST FOR COUNCIL ACTION**

ok  
for Hamwell  
2/21/2023

NO. RCA 23-058-2/27

FROM: Patrick Patton



COMMITTEE REFERRAL: Finance

DATE: February 21, 2023

SUBJECT: Medina County Sanitary Engineers Then and Now

Council passed Ordinance No. 122-21 authorizing a Memorandum of Understanding (MOU) between the City and the Medina County Commissioners regarding water line improvements along SR 18. This MOU outlined four (4) separate connections that would be necessary to transfer water customers from the City water system to Medina County's. The cost of these improvements was estimated at \$91,000.

Medina County supplied the materials necessary to complete three of the improvements. As noted in the MOU, they have invoiced the City for 50% of the cost of these materials, a total of \$15,183.22. Originally, when the MOU was passed by Council, a purchase order was generated to the Medina County Commissioners in the amount of \$91,000. Because the invoice is from the Medina County Sanitary Engineers, this invoice has become a 'then and now'.

This request asks Council to approve payment in the amount of \$15,183.22 to the Medina County Sanitary Engineers as a 'then and now'.

Thank you for your consideration

ESTIMATED COST: n/a

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from Account Number:

To Account Number:

New Appropriation Account Number:

Emergency Clause Requested:  
Reason:

Yes

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



Medina County Sanitary Engineer  
 791 W. Smith Road  
 Medina, Ohio 44256

**General Billing Invoice**

Customer Copy

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
MEDINA CITY	12/07/2022	2381	\$0.00	01/09/2023	\$15,183.22

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
WATER CONSTRUCTION REIMBURSEMENT	1.00	\$15183.220000	EACH	\$15,183.22	\$0.00	\$0.00	\$15,183.22

Invoice Total:	\$15,183.22
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Transfer of Water Customers along S.R. 18  
 Per Resolution #21-0746  
 Materials purchased on PO# 03-22-056 (Core & Main)  
 \$30,366.45 x .50 = \$15,183.22  
 PLEASE MAKE ALL CHECKS PAYABLE TO THE MEDINA COUNTY SANITARY ENGINEERS  
 "FOR INQUIRES CALL 330-723-9597 OR EMAIL MCSEAP@OHMEDINACO.ORG"

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



Medina County Sanitary Engineer  
 791 W. Smith Road  
 Medina, Ohio 44256

**General Billing Invoice**

Remit Portion

Invoice Date	12/07/2022
Invoice Number	2381
Customer Number	43

Amount Paid

Due Date	01/09/2023
Invoice Total Due	\$15,183.22

MEDINA CITY  
 KEITH DIRHAM FINANCE DIRECTOR  
 P O BOX 703  
 132 N. ELMWOOD AVE  
 MEDINA, OH 44258

# Memo

**To: Accounting Department**

**Date:** 12/7/2022      **Requested By:** Jo Faba

**Re: Invoice Request**

**Bill To:**

City of Medina

132 N. Elm Street

Medina, Ohio 44256

**Phone:** \_\_\_\_\_

**Circle one:** SEWER or WATER

**Description (in detail):** Transfer of Water Customers along S.R. 18

Per Resolution #21-0746

Materials purchased on P.O. #03-22-055 (Core & Main)

\$30,366.45 x .50 = \$15,183.22

\_\_\_\_\_

2300-40420

\_\_\_\_\_

**Amount:** 15,183.22

\*\*\*\*\* Please provide backup paperwork, for this invoice.

ORDINANCE NO. 122-21

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS RELATIVE TO WATER SERVICE ON STATE ROUTE 18.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners relative to water service on State Route 18 (SR 18).

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

SEC. 3: That the funds to cover this project, in the estimated amount of \$91,000.00 are available in Account No. 108-0610-54411.

SEC. 4: That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.

SEC. 5: 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. 6: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: July 12<sup>th</sup>, 2021

SIGNED: [Signature]  
President of Council

ATTEST: [Signature]  
Acting Clerk of Council

APPROVED: July 13, 2021

SIGNED: [Signature]  
Mayor



RCA 23-059-2/27  
OK Finance Only  
D. Harnell  
2-21-2023

**City of Medina**  
**Board of Control/Finance Committee Approval**  
**Administrative Code: 141**


- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 2/23/2023 Department: Engineering

Amount: \$24,800.00 B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 108-0610-54411

Vendor: TBD

Department Head/Authorized Signature: 

Item/Description:  
Furnish and install solare powered LED flashing pedestrian crossing signs at E. Reagan and  
Ashwood and at W. Sturbridge Drive at Al Root middle school.

Reference RCA 23-016-1/9

-----  
**FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Clerk of council \_\_\_\_\_ Date to Finance: \_\_\_\_\_

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.