

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

May 22, 2017
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (April 8, 2017)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Mayoral Appointments:

Mike Jenks – Income Tax Review Board – Term Exp. 12/31/19

Mike Ryan – Income Tax Review Board – Term Exp. 12/31/19

Mildred Medley – Tax Incentive Review Council – Term Exp. 12/31/17

Confirmation of Finance Director's Appointment:

Deputy Director of Finance – Lori Bowers

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Ord. 69-17

An Ordinance amending Section 133.01 of the Codified Ordinances of the City of Medina, Ohio relative to Association Memberships.

Ord. 70-17

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2017 Concrete Pavement Joint Sealing Program.

Ord. 71-17

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2017 Concrete Street Repair Program.

Ord. 72-17

An Ordinance ratifying the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Police Sergeants and authorizing the Mayor to execute said Agreement.
(emergency clause requested)

Ord. 73-17

An Ordinance ratifying the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Patrol Officers and authorizing the Mayor to execute said Agreement.
(emergency clause requested)

Ord. 74-17

An Ordinance ratifying the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Communication Officers and authorizing the Mayor to execute said Agreement.
(emergency clause requested)

Ord. 75-17

An Ordinance ratifying the Agreement between the City of Medina and the International Brotherhood of Teamsters, Local 436.
(emergency clause requested)

Ord. 76-17

An Ordinance authorizing the purchase of one (1) 2013 Freightliner Model M-2 VAC All Cab and Chassis from Best Equipment Company, to be used by the Street Department.

Ord. 77-17

An Ordinance authorizing the purchase of one (1) 2018 Freightliner 114 SD Conventional Cab and Chassis Dump Truck from Valley Freightliner for the Water Department.

Ord. 78-17

An Ordinance prohibiting cultivators, processors and retail dispensaries licensed under Chapter 3796 of the Revised Code within the City of Medina, Ohio.

Ord. 79-17

An Ordinance amending Section 31.13 of the Salaries and Benefits Code of the City of Medina, Ohio relative to Vacations.
(emergency clause requested)

Ord. 80-17

An Ordinance amending Section 31.16 of the Salaries and Benefits Code of the City of Medina, Ohio relative to Group Hospitalization.
(emergency clause requested)

Ord. 81-17

An Ordinance amending Ordinance No. 167-16, passed December 12, 2016. (Amendments to 2017 Budget)

Ord. 82-17

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.
(emergency clause requested)

Ord. 83-17

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.
(emergency clause requested)

Ord. 84-17

An Ordinance amending Section 31.03 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Salary Schedules for employees not covered under current union contracts for the years 2017, 2018, and 2019.
(emergency clause requested)

Ord. 85-17

An Ordinance amending Section 31.02 and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Finance Department.
(emergency clause requested)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, May 8th, 2017

Opening:

Medina City Council met in regular, open session on Monday, May 8th, 2017. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Chief Painter, Jonathan Mendel, Dan Gladish, Kimberly Marshal, Mike Wright, Jansen Wehrley and Acting Police Chief Lt. Birckbichler.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on April 24th, 2017 as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they met prior to tonight's council meeting and will meet again in two weeks.

Health, Safety & Sanitation Committee: Mr. Kolesar stated there is a purchase for a truck for the Sanitation Dept. on the agenda for tonight.

Public Properties Committee: Mr. Shields stated they met this evening before Finance Committee and there is one item on the agenda regarding a donation from the Kiwanis Club of Medina for the Memorial Pool Project.

Special Legislation Committee: Mr. Lamb stated no meeting scheduled but they did pass some legislation along tonight that was in Special Legislation a few weeks ago.

Streets & Sidewalks Committee: Mr. Simpson had no report.

Water & Utilities Committee: Mr. Hilberg had no report.

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee

- 17-078-5/8 – Budget Amendment
- 17-079-5/8 – Amend Cod. Ord. 133.01 – Association Memberships
- 17-080-5/8 – Bids, 2017 Concrete Pavement Joint Sealing Program
- 17-081-5/8 – Bids, 2017 Concrete Street Repair Program
- 17-082-5/8 – Expenditure Over \$15,000 – Ron Pfaff Electric – Engineering
- 17-083-5/8 – Adopt OPBA Sergeant's Contract
- 17-084-5/8 – Adopt OPBA Patrolman's Contract

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- 17-085-5/8 – Adopt OPBA Communication Operator's Contract
- 17-086-5/8 – Adopt Teamsters Contract
- 17-087-5/8 – Amend S&B Code – Sections 31.03, 31.13, and 31.16
- 17-088-5/8 – Cooperative Purchase New 2013 Freightliner M-2 VAC ALL – Streets
- 17-089-5/8 – State Bid Purchase 2018 Freightliner Dump Truck – Water Dept.
- 17-091-5/8 – Discuss Ordinance Barring Medical Marijuana in the City of Medina

Streets & Sidewalks

- 17-090-5/8 – Adopt Annual Street Curb Installation Program

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported the following:

- 1) National Day of Prayer Events Thursday, May 4th went well.
- 2) Congratulations to Community Design Committee on their 50 year anniversary. Thanks for all of the efforts to preserve the historic buildings and amenities in our Historic District.
- 3) Thursday, May 11th noon to 3 p.m. - National Drug Court awareness event on Medina Public Square. Free hotdogs will be served.
- 4) Monday, May 15th is Peace Officer's Memorial Day, established in 1962 by the late President John F. Kennedy. Thanks to all of our local police officers and staff.
- 5) Friday, May 19th, noon to 1 p.m. - Medina City Schools Strings in the Park at Medina Public Square.
- 6) Friday, May 19th, 7 p.m. Common Pleas Court Front Steps - Sea of Blue to recognize Police in our country who have given their lives.
- 7) Rolling Thunder will host a Candlelight Vigil on Medina Public Square Saturday, May 20th from 7:30 p.m. to 8:30 p.m. for those veterans who were MIA-POW.

Keith Dirham, Finance Director, stated they are working through the budget process.

Greg Huber, Law Director, had no report.

Lt. Birckbichler, Acting Police Chief, had no report.

Kimberly Marshall, Economic Development Director, had no report.

Jonathon Mendel, Planning Community Director, had no report.

Mike Wright, Recreation Center Director, had no report.

Jansen Wehrley, Parks and Recreation Director, stated the Medina Invitational Soccer Tournament is this weekend at Huffman Cunningham Park and Fred Greenwood Park so use caution when driving through town as we will welcome a lot of visiting teams from other communities.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, gave updates on two major construction projects. The east bound lane on West Smith Road was poured and it took two evenings and work will continue on the northern lane. North of Reagan Parkway, ODOT has gone into a zone changing the traffic pattern.

Nino Piccoli, Service Director, reported the Sanitation Department is going to roll out the Yard Waste Program starting Monday, May 22nd picking up grass clippings, leaves, twigs, branches and shrubbery. We will not pick up rocks, dirt, plastic bags or food waste and gravel. Information is on the city website. The plan is to pick up yard waste the same day as the regular trash route.

Notices, Communications and Petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

There were none.

Introduction and Consideration of Ordinances and Resolutions:

Res. 062-17

A Resolution commending Dawn Conwill for her dedicated years of service to the City of Medina as Administrative Office Manager to the Mayor. Mr. Shields moved for the adoption of Ordinance/Resolution No. 062-17, seconded by Mr. Simpson. Dawn spoke of how she grew up here and how she will miss everyone and is also looking forward to time being spent with her girls and husband. All of the Councilmen spoke of her service and dedication to this community and how they will miss her. Mayor Hanwell spoke of times spent with Dawn over the years and how she was the foundation and anchor here at City Hall. The Mayor presented Dawn Conwill with a City Proclamation. The roll was called and Ordinance/Resolution No. 062-17 passed by the yeas votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 063-17

An Ordinance authorizing the Job Creation Grant Agreement for Carlisle Brake & Friction, Inc. Mr. Shields moved for the adoption of Ordinance/Resolution No. 063-17, seconded by Mr. Simpson. Mrs. Marshall explained the company has proposed a 150,000 sq. ft. addition to their manufacturing operations for enhanced steel processing and warehousing with many other additions such as new machinery, electrical infrastructure, major facade renovations and some interior renovations and are investing \$28.6 million into this project along with hiring 70 new employees. The agreement will provide them with a grant up to 40% of new payroll taxes to the City of Medina for 6 years. Mr. Kolesar thanked everyone involved in their pursuit to retain this company and bring new jobs to the community. The roll was called and Ordinance/Resolution No. 063-17 passed by the yeas votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D.

Simpson, and J. Coyne.

Ord. 064-17

An Ordinance amending Ordinance No. 101-16, passed July 11, 2016, authorizing the increase of the expenditure to Johnson-Laux Construction for the demolition of the Masonic Temple and Medina Theatre building. Mr. Shields moved for the adoption of Ordinance/Resolution No. 064-17, seconded by Mr. Simpson. Mr. Patton stated during the demolition of the Masonic Temple and the Theatre they found some asbestos material that was not expected, which led to an increased cost for abatement and removal. The roll was called and Ordinance/Resolution No. 064-17 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Ord. 065-17

An Ordinance authorizing the purchase of one (1) 2017 GMC Sierra 4WD Crew Cab Pickup Truck from Medina Auto Mall to be used by the Sanitation Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 065-17, seconded by Mr. Simpson. Mr. Piccoli stated that they auctioned their older truck off and now need another to help shuttle employees from location to location. The roll was called and Ordinance/Resolution No. 065-17 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Ord. 066-17

An Ordinance authorizing the Mayor to enter into Amendment No. 8 to the Agreement with Delta Airport Consultants, Inc. for the re-bidding services for the North-South Taxiway Reconstruction Project at the Medina Municipal Airport. Mr. Shields moved for the adoption of Ordinance/Resolution No. 066-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 066-17, seconded by Mr. Simpson. Mr. Huber stated they received a grant to rebuild the North/South taxiway at the Medina Municipal Airport. The project was bid last year but when prices came in we were unable to proceed with the project. Consequently, we will rebid the job. The contract includes an additional \$7,800 to be reimbursed through the grant for this rebidding process. The emergency clause is requested to get this out to bid as soon as possible prior to the building season going too much farther. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 066-17 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Ord. 067-17

An Ordinance amending Section 31.02(A)(1) of the Salaries and Benefits Code of the City of Medina, Ohio relative to Seasonal Employees in the Recreation Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 067-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 067-17, seconded by Mr. Simpson. Mr. Wright explained that this ordinance is following in line with the Memorial Pool coming under the Rec Center umbrella and will allow them to save funds by paying the employees Rec wages instead of Park wages. The emergency clause is needed because they are

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May 8th, 2017

beginning to train those employees in the next two weeks. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields and D. Simpson. The roll was called and Ordinance/Resolution No. 067-17 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Ord. 068-17

An Ordinance amending Ordinance No. 167-16, passed December 12, 2016 (Amendments to 2017 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 068-17, seconded by Mr. Simpson. Mr. Dirham stated this amendment is for their budget because when the hats are sold by the Bicentennial Committee they then need to appropriate the money. The roll was called and Ordinance/Resolution No. 068-17 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Council Comments:

Mr. Kolesar thanked everyone that participated in the Earth Day/Arbor Day event. Thank you to Jansen for contributing some clean up supplies. Thank you to Curtis for his help with planting trees.

Mr. Simpson reminded residents that in 3 weeks the new Medina Municipal Pool will be opening. Season passes are already available.

Mr. Rose explained that the Clutter Family put on a horse show for the benefit of the county home and it was quite an affair.

Mr. Coyne stated there is a budget meeting on Wednesday, May 17, 2017 at 5:30 p.m.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:10 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 69-17

**AN ORDINANCE AMENDING SECTION 133.01 OF THE
CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO
RELATIVE TO ASSOCIATION MEMBERSHIPS.**

WHEREAS: Section 133.01 of the codified ordinances of the City of Medina, Ohio presently reads as follows pertaining to the City:

City	The Ohio Municipal League Medina County Economic Development Corporation National League of Cities Medina County Municipal Association Ohio Conference of Community Development, Inc. Wadsworth Chamber of Commerce Institute for Sustainable Infrastructure Community University Purchasing Association (CUE) MEC (Metropolitan Educational Council) Health & Wellness Alliance Greater Medina Chamber of Commerce Heritage Ohio National Joint Powers Alliance
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WHEREAS: Section 133.01 of the codified ordinances of the City of Medina, Ohio presently reads as follows pertaining to the Chief of Police or designess(s):

Chief of Police or designees(s)	Ohio Police Chiefs' Assoc. International Police Chief's Assoc. Cuyahoga County Police Chiefs' Assoc. Middle Atlantic Great Lakes Organized Crime Law Enforcement Network Mid-west Region Spillman User's Group International Association for Identification National Association of Police Athletics/Activities Leagues, Inc. Police Executive Research Forum (PERF) FBI Law Enforcement Executive Development Association (FBI-LEEDA) National Public Employees Labor Relations Association (NPFLRA) International Conference of Police Chaplains
Police Chaplain	

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

SEC. 1: That Section 133.01 of the codified ordinances of the City of Medina, Ohio pertaining to the City Association Memberships shall be amended as follows:

City	The Ohio Municipal League Medina County Economic Development Corporation National League of Cities Medina County Municipal Association Ohio Conference of Community Development, Inc. Wadsworth Chamber of Commerce Institute for Sustainable Infrastructure Community University Purchasing Association (CUE) MEC (Metropolitan Educational Council) Health & Wellness Alliance Greater Medina Chamber of Commerce Heritage Ohio National Joint Powers Alliance Main Street Medina
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SEC. 2: That Section 133.01 of the codified ordinances of the City of Medina, Ohio pertaining to the Chief of Police or designee(s) Association Memberships shall be amended as follows:

Chief of Police or designees(s)	Ohio Police Chiefs' Assoc. International Police Chief's Assoc. Cuyahoga County Police Chiefs' Assoc. Middle Atlantic Great Lakes Organized Crime Law Enforcement Network Mid-west Region Spillman User's Group International Association for Identification National Association of Police Athletics/Activities Leagues, Inc. Police Executive Research Forum (PERF) FBI Law Enforcement Executive Development Association (FBI-LEEDA) National Public Employees Labor Relations Association (NPELRA) International Association for Property and Evidence International Conference of Police Chaplains
Police Chaplain	

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

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 70-17

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2017 CONCRETE PAVEMENT JOINT SEALING PROGRAM.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2017 Concrete Pavement Joint Sealing Program in accordance with specifications on file in the office of the Mayor.
- SEC. 2:** That the estimated cost of the contract, in the amount of \$75,000.00, is available as follows: \$74,300.00 in Account No. 108-0610-54411, \$400.00 in Account No. 108-0610-53311, and \$300.00 in Account No. 108-0610-52214.
- 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: _____ **SIGNED:** _____
President of Council

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

SIGNED: _____
Mayor

ORDINANCE NO. 71-17

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2017 CONCRETE STREET REPAIR PROGRAM.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2017 Concrete Street Repair Program in accordance with specifications on file in the office of the Mayor.
- SEC. 2:** That the estimated cost of the contract, in the amount of \$375,000, is available as follows: \$350,000 in Account No. 108-0610-54411, and \$25,000 in Account No. 513-0533-54414.
- 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: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 72-17

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

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

- SEC. 1:** That the Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Sergeants is hereby ratified for the period of January 1, 2017 through October 31, 2019.
- SEC. 2:** That a copy of the Collective Bargaining Agreement is marked Exhibit A, attached hereto and made a part hereof, and is subject to the Law Director's final approval.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this contract is effective as of January 1, 2017; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

SIGNED: _____
Mayor

Effective date -- January 1, 2017 through October 31, 2019

COLLECTIVE BARGAINING
AGREEMENT

ORD. 72-17
Exh. A

between the

CITY OF MEDINA

and

MEDINA SERGEANTS

EFFECTIVE
THROUGH OCTOBER 31, 2019

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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 - FAIR SHARE FEE

Section 1. As a condition of continued employment,

- A. all non-probationary employees in the bargaining unit on the effective date of this Agreement shall:
 - 1. Maintain membership in the Union, or
 - 2. Become members of the Union, or
 - 3. Pay a fair share fee to Union in an amount equivalent to the monthly dues the Union requires to maintain membership
- B. any probationary employee in the bargaining unit on the effective date of this Agreement shall, after serving his probationary period of employment, or sixty (60) days after beginning employment, whichever is less,
 - 1. Become a member of the Union; or
 - 2. Pay a fair-share fee to Union in an amount equivalent to the monthly dues the Union requires to maintain membership
- C. any employee who becomes a member of the bargaining unit after the effective date of this Agreement shall, after serving his probationary period of employment, or sixty (60) days after beginning employment, whichever is less,
 - 1. Become a member of the Union; or
 - 2. Pay a fair-share fee to Union in an amount equivalent to the monthly dues the Union requires to maintain membership.

ARTICLE 5 – 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 6 – 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 7 – 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 8 – 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."

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

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

ARTICLE 9 - 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – 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 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 17 – 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 20, 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, including holidays, 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 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 18 – HOLIDAYS

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

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

Labor Day
Columbus Day
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 Sunday, Independence Day, Labor Day, Thanksgiving and Christmas are hereby designated as premium holidays. A full-time employee who works a shift the majority of which actually falls on the premium holiday shall be paid at one and one-half times his regular rate of pay for that shift, and in addition, holiday pay not to exceed eight 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 19 – VACATIONS

Section 1. Effective January 1, 2017, 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 3.1 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 4.6 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 6.2 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 7.7 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 16.

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 20 – SICK LEAVE

Section 1. Each employee shall accumulate sick leave at the rate of 4.6 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.

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 21 – 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 20.

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 22 – 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 23 – 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 24 – 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 25 – 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, a police patrolman or officer shall receive additional compensation in the amount of three hundred fifty dollars (\$350.00), payable semi-annually in July and December of each contract year.

ARTICLE 26 – GROUP HOSPITALIZATION

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

The premiums for such plan shall be paid as follows:

- A. Effective through December 31, 2017, the City shall pay eighty-eight percent (88%) of the premium costs, and the bargaining unit member shall pay twelve percent (12%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations (see, Attachment B) by September 1, 2016 will not be eligible for a “wellness” discount and will pay sixteen percent (16%) as their premium contribution for 2017. . In order to qualify for the reduced premiums in 2018 and 2019 the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.
- B. Effective January 1, 2018, if the City’s insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay thirteen percent (13%) 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 seventeen percent (17%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2017 percentage (12% or 16%) for 2018 if the City’s insurance premium costs do not increase or increase by less than one percent (1%).
- C. Effective January 1, 2019, 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 2018 rate (an increase to either 13% or 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a “wellness” discount and will pay either seventeen percent (17%) (if the wellness rate is 13%) or eighteen percent (18%) (if the wellness rate is 14%) as their premium contribution. The employee premium contribution percentage shall remain at the 2018 percentage for 2019 if the City’s insurance premium costs do not increase or increase by less than one percent (1%).
- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.

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

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

Section 3. 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 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 27 – WAGES

Section 1. Effective May 14, 2017, Sergeants having one (1) or more years of serve 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 28 – SHIFT DIFFERENTIAL

Section 1. There is hereby granted a thirty-five cent (35¢) hourly pay differential for employees assigned to working the second or third shifts. Effective May 28, 2017, the hourly shift differential shall increase to forty cents (40¢) 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 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 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. 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 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 or conciliator's award through October 31, 2019.

Section 2. Due to the contract expiration date of October 31, 2019, 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 _____, 2017.

**On Behalf of the
CITY OF MEDINA**

Dennis T. Hanwell
Mayor, City of Medina

Patrick J. Berarducci
Chief of Police, City of Medina

APPROVED AS TO CONTENT:

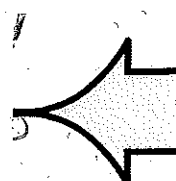
Jon M. Dileo, Esq.
Zashin & Rich Co., LPA

APPROVED AS TO FORM:

Gregory A. Huber, Esq.
Law Director, City of Medina

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

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





UnitedHealthcare

Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs Coverage for: Employee & Family Plan Type: PS1



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at welcometouhc.com or by calling 1-800-377-5154.

Important Questions		Answers	Why This Matters:
What is the overall deductible?		Network: \$500 Individual / \$1,000 Family Non-Network: \$1,000 Individual / \$2,000 Family Per calendar year. Copays, prescription drugs, and services listed below as "No Charge" do not apply to the deductible.	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other deductibles for specific services?		No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket</u> limit on my expenses?		Network: \$1,000 Individual / \$2,000 Family Non-Network: \$3,000 Individual / \$6,000 Family	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?		<u>Premium</u> , balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain pre-authorization for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?		No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a <u>network</u> of <u>providers</u> ?		Yes. For a list of <u>network providers</u> , see myuhc.com or call 1-800-377-5154.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?		No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?		Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-800-377-5154 or visit us at welcometouhc.com. If you aren't clear about any of the undefined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs Coverage for: Employee & Family Plan Type: PS1

- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If a non-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay per visit	40% co-ins after ded.	Virtual visits (Telehealth) – \$20 copay per visit by a designated virtual network provider. If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Specialist visit	\$40 copay per visit	40% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Other practitioner office visit	\$20 copay per visit	40% co-ins after ded.	Cost share applies to manipulative (chiropractic) services only and is limited to 15 visits per calendar year. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Preventive care / screening / immunization	No Charge	40% co-ins after ded.	Includes preventive health services specified in the health care reform law.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	40% co-ins after ded.	Pre-authorization is required non-network for sleep studies or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Imaging (CT / PET scans, MRIs)	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If you need drugs to treat your illness or condition	Tier 1 – Your Lowest-Cost Option	Retail: \$15 copay Mail-Order: \$30 copay	Retail: \$15 copay	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain



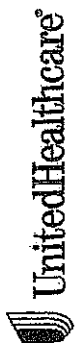
UnitedHealthcare®

Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
<p>More information about <u>prescription drug coverage</u> is available at myuhc.com</p>	Tier 2 – Your Midrange-Cost Option	Retail: \$30 copay Mail Order: \$60 copay	Retail: \$30 copay	<p>specialty drugs, from a pharmacy designated by us. Certain drugs may have a pre-authorization requirement or may result in a higher cost. If you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered.</p>
	Tier 3 – Your Highest-Cost Option	Retail: \$50 copay Mail Order: \$100 copay	Retail: \$50 copay	
	Tier 4 – Additional High-Cost Options	Not Applicable	Not Applicable	
	Facility fee (e.g., ambulatory surgery center)	20% co-ins after ded.	40% co-ins after ded.	
<p>If you have outpatient surgery</p>	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	<p>Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.</p>
	Emergency room services	\$100 copay per visit	\$100 copay per visit	
	Emergency medical transportation	\$50 copay per visit	\$50 copay per visit	
<p>If you need immediate medical attention</p>	Urgent care	\$20 copay per visit	40% co-ins after ded.	<p>If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply.</p>
	Facility fee (e.g., hospital room)	20% co-ins after ded.	40% co-ins after ded.	
<p>If you have a hospital stay</p>	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	<p>Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.</p>
	Mental / Behavioral health outpatient services	\$20 copay per visit	40% co-ins after ded.	
<p>If you have mental health, behavioral health, or substance abuse needs</p>				<p>None</p>
				<p>Partial hospitalization/intensive outpatient treatment: 20% coinsurance after deductible. Pre-authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.</p>



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
	Mental / Behavioral health inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
	Substance use disorder outpatient services	\$20 copay per visit	40% co-ins after ded.	Partial hospitalization/intensive outpatient treatment: 20% coinsurance after deductible. Pre-authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
	Substance use disorder inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
	Prenatal and postnatal care	No Charge	40% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered.
If you are pregnant	Delivery and all inpatient services	20% co-ins after ded.	40% co-ins after ded.	Inpatient pre-authorization may apply.
	Home health care	20% co-ins after ded.	40% co-ins after ded.	Limited to 60 visits per calendar year. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Rehabilitation services	\$20 copay per outpatient visit	40% co-ins after ded.	Limits per calendar year: physical, speech, occupational – 30 visits; cardiac – 36 visits; pulmonary – 36 visits. Pre-authorization required for physical, occupational and speech non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Habilitative services	\$20 copay per outpatient visit	40% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If you need help recovering or have other special health needs				



Choice Plus Plan AG3X / 0H9

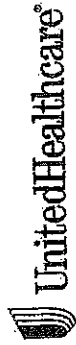
Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
	Skilled nursing care	20% co-ins after ded.	40% co-ins after ded.	Limited to 120 days per calendar year. (combined with inpatient rehabilitation). Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Durable medical equipment	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network for DME over \$1,000 or benefit reduces to the lesser of 50% of eligible expenses or \$500. Covers 1 per type of DME (including repair/replacement) every 3 years.
	Hospice service	20% co-ins after ded.	40% co-ins after ded.	Inpatient pre-authorization is required for non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If your child needs dental or eye care	Eye exam	\$20 copay per outpatient visit	40% co-ins after ded.	Limited to 1 exam every 2 years
	Glasses	Not Covered	Not Covered	No coverage for glasses.
	Dental check-up	Not Covered	Not Covered	No coverage for dental check-up.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other <u>excluded</u> services.)			
<ul style="list-style-type: none">• Acupuncture• Bariatric surgery• Cosmetic surgery	<ul style="list-style-type: none">• Dental care (Adult/Child)• Glasses (Adult/Child)• Infertility treatment	<ul style="list-style-type: none">• Long-term care• Non-emergency care when traveling outside the U.S.• Private-duty nursing	<ul style="list-style-type: none">• Routine foot care• Weight loss programs
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)			
<ul style="list-style-type: none">• Chiropractic care	<ul style="list-style-type: none">• Hearing aids	<ul style="list-style-type: none">• Routine eye care (Adult/Child)	



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
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Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or myuhc.com or Ohio Department of Insurance at 1-800-686-1526 or insurance.ohio.gov/Pages/default.aspx.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy **does** provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage **does** meet the minimum value standard for the benefits it provides.

Language Access Services:

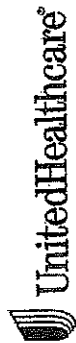
Spanish (Español): Para obtener asistencia en Español, llame al 1-800-377-5154.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-377-5154.

Navajo (Dine): Dine'ehgo shika at'ohwol niniisingo, kwiijigo holne' 1-800-377-5154.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-377-5154.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is
not a cost
estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,340
- Patient pays \$1,200

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$500
Copays	\$0
Coinsurance	\$500
Limits or exclusions	\$200
Total	\$1,200

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,360
- Patient pays \$1,040

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$200
Copays	\$800
Coinsurance	\$0
Limits or exclusions	\$40
Total	\$1,040



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs. Coverage for: Employee & Family Plan Type: PS1

Questions and answers about Coverage Examples:

<p>What are some of the assumptions behind the Coverage Examples?</p> <ul style="list-style-type: none"> • Costs don't include <u>premiums</u>. • Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. • The patient's condition was not an excluded or preexisting condition. • All services and treatments started and ended in the same coverage period. • There are no other medical expenses for any member covered under this plan. • Out-of-pocket expenses are based only on treating the condition in the example. • The patient received all care from in-network <u>providers</u>. If the patient had received care from out-of-network <u>providers</u>, costs would have been higher. • If other than individual coverage, the Patient Pays amount may be more. 	<p>What does a Coverage Example show?</p> <p>For each treatment situation, the Coverage Example helps you see how <u>deductibles</u>, <u>copayments</u>, and <u>coinsurance</u> can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p>Does the Coverage Example predict my own care needs?</p> <p>✖ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p>Does the Coverage Example predict my future expenses?</p> <p>✖ No. Coverage Examples are <u>not</u> cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your <u>providers</u> charge, and the reimbursement your health plan allows.</p>	<p>Can I use Coverage Examples to compare plans?</p> <p>✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p>Are there other costs I should consider when comparing plans?</p> <p>✓ Yes. An important cost is the <u>premium</u> you pay. Generally, the lower your <u>premium</u>, the more you'll pay in out-of-pocket costs, such as <u>copayments</u>, <u>deductibles</u>, and <u>coinsurance</u>. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
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Questions: Call 1-800-377-5154 or visit us at welcometoulhc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.

ATTACHMENT B

THE CITY OF MEDINA WELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2018, 2019 and 2020 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2017; August 31, 2018 and August 31, 2019 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: 09/01/2016-08/31/2017, 09/01/17-08/31/2018; 09/01/2018-08/31/2019.
 - 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: 09/01/2016-08/31/2017; 09/01/2017-08/31/2018, 09/01/2018-08/31/2019 – 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 2018 for application to the 2019 rates. The parties agree to discuss the introduction of the outcomes-based component in the 2017 and 2018 Healthcare Committee meetings.

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

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	88,900
Taxes after pension			
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)

ORDINANCE NO. 73-17

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

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

- SEC. 1:** That the Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Patrol Officers Division is hereby ratified for the period of January 1, 2017 through October 31, 2019.
- SEC. 2:** That a copy of the Collective Bargaining Agreement is marked Exhibit A, attached hereto and made a part hereof, and is subject to the Law Director's final approval.
- SEC.3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this contract is effective as of January 1, 2017; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date -- January 1, 2017 through October 31, 2019

COLLECTIVE BARGAINING
AGREEMENT

Ord. 73-17
Exh. A

between the

CITY OF MEDINA

and

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(PATROL OFFICERS)

EFFECTIVE
THROUGH OCTOBER 31, 2019

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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 FAIR SHARE FEE

Section 1. As a condition of continued employment,

- A. all non-probationary employees in the bargaining unit on the effective date of this Agreement shall:
 - 1. Maintain membership in the OPBA; or
 - 2. Become members of the OPBA; or
 - 3. Pay a fair share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership
- B. any probationary employee in the bargaining unit on the effective date of this Agreement shall, after serving his probationary period of employment, or sixty (60) days after beginning employment, whichever is less,
 - 1. Become a member of the OPBA; or
 - 2. Pay a fair-share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership
- C. any employee who becomes a member of the bargaining unit after the effective date of this Agreement shall, after serving his probationary period of employment, or sixty (60) days after beginning employment, whichever is less,
 - 1. Become a member of the OPBA; or
 - 2. Pay a fair-share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership.

ARTICLE 5 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 6 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 7
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 8
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 9
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 10 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 11 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 12 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 13 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 14 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 15 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 16 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) for a full ten (10) hours or more, and actually serves as OIC on that assignment, 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 17 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 20, 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, including holidays and actual time spent engaged in appropriate police work within the City of Medina which requires immediate action, shall be compensated at the rate of one and one-half times his regular rate of pay, or the employee may elect to receive compensatory time, pursuant to Section 3. Employees 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 18 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	Labor Day
President's Day	Columbus Day
Martin Luther King Day	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	Veteran's Day
Independence 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 19 VACATIONS

Section 1. Effective January 1, 2017, 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 3.1 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 4.6 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 6.2 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 7.7 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 16.

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 20 SICK LEAVE

Section 1. Each employee shall accumulate sick leave at the rate of 4.6 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.

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 21 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 20.

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 22 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 23 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 24 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 25

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 6. 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, a police patrolman or officer shall receive additional compensation in the amount of Three Hundred Fifty Dollars (\$350) payable semi-annually in July and December of each contract year.

ARTICLE 26

GROUP HOSPITALIZATION

Section 1. The City shall provide group hospitalization, surgical and dental insurance coverages or options to bargaining unit employees (except short-term temporary employees and

those employed less than thirty (30) hours per week). A summary of insurance benefits that the City shall provide is set forth in Attachment A.

The premiums for such plan shall be paid as follows:

- A. Effective through December 31, 2017, the City shall pay eighty-eight percent (88%) of the premium costs, and the bargaining unit member shall pay twelve percent (12%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations (see, Attachment B) by September 1, 2016 will not be eligible for a "wellness" discount and will pay sixteen percent (16%) as their premium contribution for 2017. In order to qualify for the reduced premiums in 2018 and 2019 the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.
- B. Effective January 1, 2018, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay thirteen percent (13%) 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 seventeen percent (17%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2017 percentage (12% or 16%) for 2018 if the City's insurance premium costs do not increase or increase by less than one percent (1%).
- C. Effective January 1, 2019, 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 2018 rate (an increase to either 13% or 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay either seventeen percent (17%) (if the wellness rate is 13%) or eighteen percent (18%) (if the wellness rate is 14%) as their premium contribution. The employee premium contribution percentage shall remain at the 2018 percentage for 2019 if the City's insurance premium costs do not increase or increase by less than one percent (1%).
- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.

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

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

Section 3. 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 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 27 WAGES

Section 1. Retroactive to the first pay in January 2017, members of the bargaining unit shall be compensated in accordance with the following two and one-half percent (2.50%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$24.75	\$25.99	\$27.30	\$28.66	\$30.09	\$31.60
Annual (x 2080)	\$51,480.00	\$54,059.20	\$56,784.00	\$59,612.80	\$62,587.20	\$65,728.00

Section 2. Effective the first pay following January 1, 2018, members of the bargaining unit shall be compensated in accordance with the following two and one-quarter percent (2.25%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$25.31	\$26.57	\$27.91	\$29.30	\$30.77	\$32.31
Annual						
(x 2080)	\$52,644.80	\$55,265.60	\$58,052.80	\$60,944.00	\$64,001.60	\$67,204.80

Section 3. Effective the first pay following January 1, 2019, members of the bargaining unit shall be compensated in accordance with the following two percent (2.0%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$25.82	\$27.10	\$28.47	\$29.89	\$31.39	\$32.96
Annual						
(x 2080)	\$53,705.60	\$56,368.00	\$59,217.60	\$62,171.20	\$65,291.20	\$68,556.80

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 28 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 29 SHIFT DIFFERENTIAL

Section 1. There is hereby granted a thirty-five cent (35¢) hourly pay differential for employees assigned to working the second or third shifts. Effective May 28, 2017, the hourly shift differential shall increase to forty cents (40¢) for employees assigned to working the second or third shifts.

ARTICLE 30 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 31 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 32 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 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. 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 34 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 35
DURATION**

Section 1. The term of this Agreement shall be from date of ratification or conciliator's award, through October 31, 2019.

Section 2. Due to the contract expiration date of October 31, 2019, 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 _____, 2017.

**On Behalf of the
CITY OF MEDINA**

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

Dennis T. Hanwell
Mayor, City of Medina

Patrick J. Berarducci
Chief of Police, City of Medina

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Gregory A. Huber, Esq.
Law Director, City of Medina
1659-16-01



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

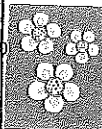
Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

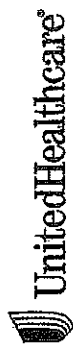


This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at welcometouhc.com or by calling 1-800-377-5154.

Important Questions		Answers	Why This Matters:
What is the overall <u>deductible</u> ?		Network: \$500 Individual / \$1,000 Family Non-Network: \$1,000 Individual / \$2,000 Family Per calendar year. Copays, prescription drugs, and services listed below as "No Charge" do not apply to the deductible.	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?		No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?		Network: \$1,000 Individual / \$2,000 Family Non-Network: \$3,000 Individual / \$6,000 Family	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?		<u>Premium</u> , balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain pre-authorization for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?		No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?		Yes. For a list of <u>network providers</u> , see myuhc.com or call 1-800-377-5154.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?		No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?		Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-800-377-5154 or visit us at welcometouhc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.





Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs Coverage for: Employee & Family Plan Type: PS1



- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If a non-network provider charges more than the allowed amount, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use network providers by charging you lower deductibles, copayments, and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay per visit	40% co-ins after ded.	Virtual visits (Telehealth) – \$20 copay per visit by a designated virtual network provider. If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Specialist visit	\$40 copay per visit	40% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Other practitioner office visit	\$20 copay per visit	40% co-ins after ded.	Cost share applies to manipulative (chiropractic) services only and is limited to 15 visits per calendar year. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Preventive care / screening / immunization	No Charge	40% co-ins after ded.	Includes preventive health services specified in the health care reform law.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	40% co-ins after ded.	Pre-authorization is required non-network for sleep studies or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Imaging (CT / PET scans, MRIs)	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If you need drugs to treat your illness or condition	Tier 1 – Your Lowest-Cost Option	Retail: \$15 copay Mail-Order: \$30 copay	Retail: \$15 copay	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain



Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
<p>More information about <u>prescription drug coverage</u> is available at myuhc.com</p>	Tier 2 – Your Midrange-Cost Option	Retail: \$30 copay Mail-Order: \$60 copay	Retail: \$30 copay	<p>specialty drugs, from a pharmacy designated by us. Certain drugs may have a pre-authorization requirement or may result in a higher cost. If you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 contraceptives covered at No Charge.</p> <p>See the website listed for information on drugs covered by your plan. Not all drugs are covered.</p>
	Tier 3 – Your Highest-Cost Option	Retail: \$50 copay Mail Order: \$100 copay	Retail: \$50 copay	
	Tier 4 – Additional High-Cost Options	Not Applicable	Not Applicable	
	Facility fee (e.g., ambulatory surgery center)	20% co-ins after ded.	40% co-ins after ded.	
<p>If you have outpatient surgery</p>	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	<p>Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.</p>
	Emergency room services	\$100 copay per visit	\$100 copay per visit	
	Emergency medical transportation	\$50 copay per visit	\$50 copay per visit	
<p>If you need immediate medical attention</p>	Urgent care	\$20 copay per visit	40% co-ins after ded.	<p>If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply.</p>
	Facility fee (e.g., hospital room)	20% co-ins after ded.	40% co-ins after ded.	
	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	
<p>If you have a hospital stay</p>				<p>Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.</p>
<p>If you have mental health, behavioral health, or substance abuse needs</p>				<p>None</p>
	Mental / Behavioral health outpatient services	\$20 copay per visit	40% co-ins after ded.	<p>Partial hospitalization/intensive outpatient treatment: 20% coinsurance after deductible.</p> <p>Pre-authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.</p>



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
	Mental / Behavioral health inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
	Substance use disorder outpatient services	\$20 copay per visit	40% co-ins after ded.	Partial hospitalization/intensive outpatient treatment: 20% coinsurance after deductible. Pre-authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
	Substance use disorder inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
	Prenatal and postnatal care	No Charge	40% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered.
If you are pregnant	Delivery and all inpatient services	20% co-ins after ded.	40% co-ins after ded.	Inpatient pre-authorization may apply.
	Home health care	20% co-ins after ded.	40% co-ins after ded.	Limited to 60 visits per calendar year. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Rehabilitation services	\$20 copay per outpatient visit	40% co-ins after ded.	Limits per calendar year: physical, speech, occupational – 30 visits; cardiac – 36 visits; pulmonary – 36 visits. Pre-authorization required for physical, occupational and speech non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Rehabilitative services	\$20 copay per outpatient visit	40% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If you need help recovering or have other special health needs				



Choice Plus Plan AG3X / 0H9

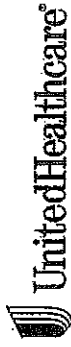
Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations & Exceptions
	Skilled nursing care	20% co-ins after ded.	40% co-ins after ded.	Limited to 120 days per calendar year. (combined with inpatient rehabilitation). Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Durable medical equipment	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network for DME over \$1,000 or benefit reduces to the lesser of 50% of eligible expenses or \$500. Covers 1 per type of DME (including repair/replacement) every 3 years.
	Hospice service	20% co-ins after ded.	40% co-ins after ded.	Inpatient pre-authorization is required for non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Eye exam	\$20 copay per outpatient visit	40% co-ins after ded.	Limited to 1 exam every 2 years
If your child needs dental or eye care	Glasses	Not Covered	Not Covered	No coverage for glasses.
	Dental check-up	Not Covered	Not Covered	No coverage for dental check-up.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)			
• Acupuncture • Bariatric surgery • Cosmetic surgery	• Dental care (Adult/Child)	• Long-term care	• Routine foot care
	• Glasses (Adult/Child)	• Non-emergency care when traveling outside the U.S.	• Weight loss programs
	• Infertility treatment	• Private-duty nursing	
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)			
• Chiropractic care	• Hearing aids	• Routine eye care (Adult/Child)	



Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
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Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.ccoio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or myuhc.com or Ohio Department of Insurance at 1-800-686-1526 or insurance.ohio.gov/Pages/default.aspx.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy **does** provide **minimum essential coverage**.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage **does meet** the minimum value standard for the benefits it provides.

Language Access Services:

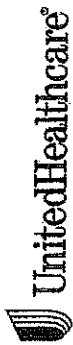
Spanish (Español): Para obtener asistencia en Español, llame al 1-800-377-5154.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-377-5154.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-377-5154.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-377-5154.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is
not a cost
estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,340
- Patient pays \$1,200

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$500
Copays	\$0
Coinsurance	\$500
Limits or exclusions	\$200
Total	\$1,200

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,360
- Patient pays \$1,040

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$200
Copays	\$800
Coinsurance	\$0
Limits or exclusions	\$40
Total	\$1,040



Questions and answers about Coverage Examples:

<p>What are some of the assumptions behind the Coverage Examples?</p> <ul style="list-style-type: none"> • Costs don't include <u>premiums</u>. • Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. • The patient's condition was not an excluded or preexisting condition. • All services and treatments started and ended in the same coverage period. • There are no other medical expenses for any member covered under this plan. • Out-of-pocket expenses are based only on treating the condition in the example. • The patient received all care from in-network <u>providers</u>. If the patient had received care from out-of-network <u>providers</u>, costs would have been higher. • If other than individual coverage, the Patient Pays amount may be more. 	<p>What does a Coverage Example show?</p> <p>For each treatment situation, the Coverage Example helps you see how <u>deductibles</u>, <u>copayments</u>, and <u>coinsurance</u> can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p>Does the Coverage Example predict my own care needs?</p> <p>✖ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p>Does the Coverage Example predict my future expenses?</p> <p>✖ No. Coverage Examples are <u>not</u> cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your <u>providers</u> charge, and the reimbursement your health plan allows.</p>	<p>Can I use Coverage Examples to compare plans?</p> <p>✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p>Are there other costs I should consider when comparing plans?</p> <p>✓ Yes. An important cost is the <u>premium</u> you pay. Generally, the lower your <u>premium</u>, the more you'll pay in out-of-pocket costs, such as <u>copayments</u>, <u>deductibles</u>, and <u>coinsurance</u>. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs), or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
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Questions: Call 1-800-377-5154 or visit us at welcometouhc.com. If you aren't clear about any of the undefined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.

ATTACHMENT B

THE CITY OF MEDINA WELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2018, 2019 and 2020 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2017; August 31, 2018 and August 31, 2019 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: 09/01/2016-08/31/2017, 09/01/17-08/31/2018; 09/01/2018-08/31/2019.
 - 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: 09/01/2016-08/31/2017; 09/01/2017-08/31/2018, 09/01/2018-08/31/2019 – 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 2018 for application to the 2019 rates. The parties agree to discuss the introduction of the outcomes-based component in the 2017 and 2018 Healthcare Committee meetings.

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

BSA 1.3

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

ORDINANCE NO. 74-17

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

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

- SEC. 1:** That the Agreement between the City of Medina and the Ohio Patrolmen's Association for the Communication Officers for the period of November 1, 2016 through October 31, 2019 is hereby accepted and the Mayor is hereby authorized to execute said Agreement.
- SEC. 2:** That a copy of the Collective Bargaining Agreement is marked Exhibit A, attached hereto and made a part hereof.
- SEC.3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the contract is effective November 1, 2016; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date – November 1, 2016 through October 31, 2019

Ord. 74-17
Exh. A

COLLECTIVE BARGAINING
AGREEMENT

between the

CITY OF MEDINA

and the

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(COMMUNICATIONS)

EFFECTIVE NOVEMBER 1, 2016 through
OCTOBER 31, 2019

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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 - FAIR SHARE FEE

Section 1. As a condition of continued employment:

- A. All non-probationary employees in the bargaining unit on the effective date of this Agreement shall:
 - 1. Maintain membership in the OPBA, or
 - 2. Become members of the OPBA, or
 - 3. Pay a fair share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership
- B. Any probationary employee in the bargaining unit on the effective date of this Agreement shall, after serving his probationary period of employment, or sixty (60) days after beginning employment, whichever is less,
 - 1. Become a member of the OPBA; or
 - 2. Pay a fair-share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership
- C. Any employee who becomes a member of the bargaining unit after the effective date of this Agreement shall, after serving his probationary period of employment, or sixty (60) days after beginning employment, whichever is less,
 - 1. Become a member of the OPBA; or
 - 2. Pay a fair-share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership.

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.

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 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, including holidays, shall be compensated at the rate of one and one-half times his regular rate of pay, or the employee may elect to receive compensatory time, pursuant to Section 3.

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

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

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

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

ARTICLE 17 – HOLIDAYS

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

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

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

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

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

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

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

ARTICLE 18 – VACATIONS

Section 1. Effective January 1, 2017, 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 3.1 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 4.6 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 6.2 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 7.7 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. ~~Commencing December 31, 2017, 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 16.

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 4.6 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.

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 or a four (4) year baccalaureate degree from an accredited university, a dispatcher shall receive additional compensation in the amount of three hundred fifty dollars (\$350.00) payable semi-annually in July and December of each contract year.

ARTICLE 25 – GROUP HOSPITALIZATION

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

The premiums for such plan shall be paid as follows:

- A. Effective through December 31, 2017, the City shall pay eighty-eight percent (88%) of the premium costs, and the bargaining unit member shall pay twelve percent (12%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations (see, Attachment B) by September 1, 2016 will not be eligible for a “wellness” discount and will pay sixteen percent (16%) as their premium contribution for 2017. . In order to qualify for the reduced premiums in 2018 and 2019 the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.
- B. Effective January 1, 2018, if the City’s insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay thirteen percent (13%) 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 seventeen percent (17%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2017 percentage (12% or 16%) for 2018 if the City’s insurance premium costs do not increase or increase by less than one percent (1%).

- C. Effective January 1, 2019, 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 2018 rate (an increase to either 13% or 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a “wellness” discount and will pay either seventeen percent (17%) (if the wellness rate is 13%) or eighteen percent (18%) (if the wellness rate is 14%) as their premium contribution. The employee premium contribution percentage shall remain at the 2018 percentage for 2019 if the City’s insurance premium costs do not increase or increase by less than one percent (1%).
- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.

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

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

Section 3. 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 and the OPBA mutually recognize that health care cost control is an important consideration and of mutual interest to both parties. The parties agree that the City's health care coverage and premium rates should be reviewed by an independent health care consultant. Accordingly, the City and OPBA agree to negotiate in good faith concerning health care cost control in the group hospitalization program provided by this Agreement at the end of the term of the Agreement.

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

ARTICLE 26 – WAGES

Section 1. (A) Retroactive to January 1, 2017, members of the bargaining unit shall be compensated in accordance with the following two and one-half percent (2.50%) increase to pay grades and step increases as appropriate:

DISPATCHERS

	A	B	C	D	E	F
Hourly	\$17.75	\$18.64	\$19.57	\$20.55	\$21.58	\$22.66
Annual (x 2080)	\$36,920.00	\$38,771.20	\$40,705.60	\$42,744.00	\$44,886.40	\$47,132.80

(B) Effective the first pay following January 1, 2018, members of the bargaining unit shall be compensated in accordance with the following two and one-quarter percent (2.25%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	18.15	\$19.06	\$20.01	\$21.01	\$22.06	\$23.16
Annual (x 2080)	\$37,752.00	\$39,644.80	\$41,620.80	\$43,700.80	\$45,884.80	\$48,172.80

(C) Effective the first pay following January 1, 2019, members of the bargaining unit shall be compensated in accordance with the following two percent (2.0%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$18.51	\$19.44	\$20.41	\$21.43	\$22.50	\$23.63
Annual (x 2080)	\$38,500.80	\$40,435.20	\$42,452.80	\$44,574.40	\$46,800.00	\$49,150.40

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. There is hereby granted a thirty-five cent (\$.35) hourly pay differential for all hours between 4:00 p.m. and 7:00 a.m. Effective May 28, 2017, the hourly shift differential shall increase to forty cents (40¢) 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 through October 31, 2019.

Section 2. Due to the contract expiration date of October 31, 2019, 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 2017.

On Behalf of the
CITY OF MEDINA

On behalf of the
OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

Dennis T. Hanwell
Mayor, City of Medina

Patrick J. Berarducci
Chief of Police, City of Medina

APPROVED AS TO CONTENT:

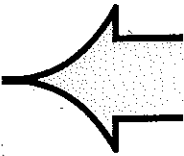
Daniel J. Leffler, Esq.
Ohio Patrolmen's Benevolent
Association's Attorney

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

APPROVED AS TO FORM:

Gregory Huber, Esq.
Law Director, City of Medina

1659-16-03





Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 - 12/31/2017

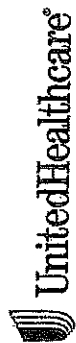
Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at welcometoulhc.com or by calling 1-800-377-5154.

Important Questions		Answers	Why This Matters:
What is the overall <u>deductible</u> ?		Network: \$500 Individual / \$1,000 Family Non-Network: \$1,000 Individual / \$2,000 Family Per calendar year. Copays, prescription drugs, and services listed below as "No Charge" do not apply to the <u>deductible</u> .	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?		No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?		Network: \$1,000 Individual / \$2,000 Family Non-Network: \$3,000 Individual / \$6,000 Family	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?		<u>Premium</u> , balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain pre-authorization for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?		No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a <u>network</u> of <u>providers</u> ?		Yes. For a list of <u>network providers</u> , see myuhc.com or call 1-800-377-5154.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?		No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?		Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-800-377-5154 or visit us at welcometoulhc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1



- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If a non-network provider charges more than the allowed amount, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use network providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay per visit	40% co-ins after ded.	Virtual visits (Telehealth) – \$20 copay per visit by a designated virtual network provider. If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Specialist visit	\$40 copay per visit	40% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Other practitioner office visit	\$20 copay per visit	40% co-ins after ded.	Cost share applies to manipulative (chiropractic) services only and is limited to 15 visits per calendar year. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Preventive care / screening / immunization	No Charge	40% co-ins after ded.	Includes preventive health services specified in the health care reform law.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	40% co-ins after ded.	Pre-authorization is required non-network for sleep studies or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Imaging (CT / PET scans, MRIs)	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If you need drugs to treat your illness or condition	Tier 1 – Your Lowest-Cost Option	Retail: \$15 copay Mail-Order: \$30 copay	Retail: \$15 copay	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain



Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
<p>More information about prescription drug coverage is available at myuhc.com</p>	Tier 2 – Your Midrange-Cost Option	Retail: \$30 copay Mail-Order: \$60 copay	Retail: \$30 copay	<p>specialty drugs, from a pharmacy designated by us. Certain drugs may have a pre-authorization requirement or may result in a higher cost. If you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 contraceptives covered at No Charge.</p> <p>See the website listed for information on drugs covered by your plan. Not all drugs are covered.</p>
	Tier 3 – Your Highest-Cost Option	Retail: \$50 copay Mail Order: \$100 copay	Retail: \$50 copay	
	Tier 4 – Additional High-Cost Options	Not Applicable	Not Applicable	
	Facility fee (e.g., ambulatory surgery center)	20% co-ins after ded.	40% co-ins after ded.	
<p>If you have outpatient surgery</p>	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	<p>Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.</p>
	Emergency room services	\$100 copay per visit	\$100 copay per visit	
	Emergency medical transportation	\$50 copay per visit	\$50 copay per visit	
<p>If you need immediate medical attention</p>	Urgent care	\$20 copay per visit	40% co-ins after ded.	<p>If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply.</p>
	Facility fee (e.g., hospital room) Physician / surgeon fees	20% co-ins after ded. 20% co-ins after ded.	40% co-ins after ded.	
<p>If you have a hospital stay</p>				<p>Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.</p>
<p>If you have mental health, behavioral health, or substance abuse needs</p>				<p>None</p>
	Mental / Behavioral health outpatient services	\$20 copay per visit	40% co-ins after ded.	<p>Partial hospitalization/intensive outpatient treatment: 20% coinsurance after deductible.</p> <p>Pre-authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.</p>



Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
	Mental / Behavioral health inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
	Substance use disorder outpatient services	\$20 copay per visit	40% co-ins after ded.	Partial hospitalization/intensive outpatient treatment 20% coinsurance after deductible. Pre-authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
	Substance use disorder inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
If you are pregnant	Prenatal and postnatal care	No Charge	40% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered.
	Delivery and all inpatient services	20% co-ins after ded.	40% co-ins after ded.	Inpatient pre-authorization may apply.
If you need help recovering or have other special health needs	Home health care	20% co-ins after ded.	40% co-ins after ded.	Limited to 60 visits per calendar year. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Rehabilitation services	\$20 copay per outpatient visit	40% co-ins after ded.	Limits per calendar year: physical, speech, occupational – 30 visits; cardiac – 36 visits; pulmonary – 36 visits. Pre-authorization required for physical, occupational and speech non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Rehabilitative services	\$20 copay per outpatient visit	40% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.



Choice Plus Plan AG3X / 0H9

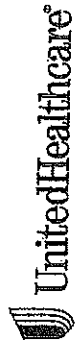
Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
	Skilled nursing care	20% co-ins after ded.	40% co-ins after ded.	Limited to 120 days per calendar year. (combined with inpatient rehabilitation). Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Durable medical equipment	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network for DME over \$1,000 or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Hospice service	20% co-ins after ded.	40% co-ins after ded.	Covers 1 per type of DME (including repair/replacement) every 3 years.
	Eye exam	\$20 copay per outpatient visit	40% co-ins after ded.	Inpatient pre-authorization is required for non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If your child needs dental or eye care	Glasses	Not Covered	Not Covered	Limited to 1 exam every 2 years
	Dental check-up	Not Covered	Not Covered	No coverage for glasses. No coverage for dental check-up.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other <u>excluded services</u> .)			
<ul style="list-style-type: none">AcupunctureBariatric surgeryCosmetic surgery	<ul style="list-style-type: none">Dental care (Adult/Child)Glasses (Adult/Child)Infertility treatment	<ul style="list-style-type: none">Long-term careNon-emergency care when traveling outside the U.S.Private-duty nursing	<ul style="list-style-type: none">Routine foot careWeight loss programs
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)			
<ul style="list-style-type: none">Chiropractic care	<ul style="list-style-type: none">Hearing aids	<ul style="list-style-type: none">Routine eye care (Adult/Child)	



Choice Plus Plan AG3X /0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
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Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cco.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or myuhc.com or Ohio Department of Insurance at 1-800-686-1526 or insurance.ohio.gov/Pages/default.aspx.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy **does** provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage **does meet** the minimum value standard for the benefits it provides.

Language Access Services:

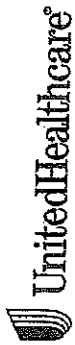
Spanish (Español): Para obtener asistencia en Español, llame al 1-800-377-5154.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-377-5154.

Navajo (Dine): Dineł'ehgo shika at'ohwol niniingo, kwijigo holne' 1-800-377-5154.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-377-5154.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs Coverage for: Employee & Family Plan Type: PS1

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,340
- Patient pays \$1,200

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$500
Copays	\$0
Coinsurance	\$500
Limits or exclusions	\$200
Total	\$1,200

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,360
- Patient pays \$1,040

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$200
Copays	\$800
Coinsurance	\$0
Limits or exclusions	\$40
Total	\$1,040



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Questions and answers about Coverage Examples:

<p>What are some of the assumptions behind the Coverage Examples?</p> <ul style="list-style-type: none"> Costs don't include <u>premiums</u>. Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. The patient's condition was not an excluded or preexisting condition. All services and treatments started and ended in the same coverage period. There are no other medical expenses for any member covered under this plan. Out-of-pocket expenses are based only on treating the condition in the example. The patient received all care from in-network <u>providers</u>. If the patient had received care from out-of-network <u>providers</u>, costs would have been higher. If other than individual coverage, the Patient Pays amount may be more. 	<p>What does a Coverage Example show?</p> <p>For each treatment situation, the Coverage Example helps you see how <u>deductibles</u>, <u>copayments</u>, and <u>coinsurance</u> can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p>Does the Coverage Example predict my own care needs?</p> <p>✖ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p>Does the Coverage Example predict my future expenses?</p> <p>✖ No. Coverage Examples are <u>not</u> cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your <u>providers</u> charge, and the reimbursement your health plan allows.</p>	<p>Can I use Coverage Examples to compare plans?</p> <p>✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p>Are there other costs I should consider when comparing plans?</p> <p>✓ Yes. An important cost is the <u>premium</u> you pay. Generally, the lower your <u>premium</u>, the more you'll pay in out-of-pocket costs, such as <u>copayments</u>, <u>deductibles</u>, and <u>coinsurance</u>. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
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Questions: Call 1-800-377-5154 or visit us at welcometouh.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.

ATTACHMENT B

THE CITY OF MEDINA WELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2018, 2019 and 2020 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2017; August 31, 2018 and August 31, 2019 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: 09/01/2016-08/31/2017, 09/01/17-08/31/2018; 09/01/2018-08/31/2019.
 - 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: 09/01/2016-08/31/2017; 09/01/2017-08/31/2018, 09/01/2018-08/31/2019 – 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 2018 for application to the 2019 rates. The parties agree to discuss the introduction of the outcomes-based component in the 2017 and 2018 Healthcare Committee meetings.

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

Comparison 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)

92X

P. 02

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

SCHEDULING

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

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

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

ORDINANCE NO. 75-17

AN ORDINANCE RATIFYING THE AGREEMENT BETWEEN THE CITY OF MEDINA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 436, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Agreement between the City of Medina and the International Brotherhood of Teamsters, Local 436, is hereby ratified for various part-time and full time Service, Building, Engineering, and Parks and Recreation employees.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and made a part hereof and subject to the final approval of the Law Director.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the contract is effective as of January 1, 2017; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective: January 1, 2017 through December 31, 2019

ORD. 75-17
Exh. A

**COLLECTIVE BARGAINING
AGREEMENT**

Between the

CITY OF MEDINA

and the

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, Local 436**

**EFFECTIVE:
JANUARY 1, 2017 THROUGH DECEMBER 31, 2019**

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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 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 FAIR SHARE FEE

Section 1. The Employer agrees to deduct initiation fees, re-initiation fees and entry fees as are regularly assessed by the Union in accordance with the Constitution and Bylaws of the

Union. The Employer shall be free from any liability for any amounts so collected and remitted to the Union. The Union agrees to assume all liabilities with respect to such deductions.

After thirty-one (31) days of the effective date of this Agreement, or thirty-one (31) days after a new employee is hired, those employees who have not signed union dues authorization forms shall pay a fair share fee equal to the amount of union dues. The fair share fee shall be deducted from the employee's first paycheck of each month automatically, without authorization from the employee.

If insufficient funds exist in the employee's first paycheck, then the balance of the Union membership dues or the fair share fee shall be deducted from the employee's second paycheck.

Section 2. A check in the amount of the total dues or fair share fees withheld shall be tendered to the treasurer of the Teamsters within fifteen (15) days from the date of the deduction.

Section 3. The Union hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the union shall indemnify the City for any such liabilities or damages that may arise.

Section 4. The Union shall certify the rate at which dues and fair share 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:

$$\text{Total part-time regular hours worked}/2080 = \text{Years of full-time seniority}$$

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 (1 ½) 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.

GRIEVANCE EVENT ACTUALLY OCCURS	
Informal Step	Discussion with immediate supervisor and verbal answer within two (2) days after discussion.
Step 1: <u>Department Head</u> Seven (7) day filing deadline.	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> Seven (7) day filing deadline.	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> Ten (10) day filing deadline.	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 five arbitrators:

- A. Dennis Minni
- B. Jonathan Klein
- C. Dr. David M. Pincus
- D. Marvin Feldman
- E. Dennis Byrne

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 four and six-tenths (4.6) 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. With prior written approval from their supervisors, full-time employees shall be allowed to use two (2) days of sick leave annually as personal days.

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
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 (1 ½) 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 (1 ½) 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 (1 ½) 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 3.1 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 4.6 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 6.2 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 7.7 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. 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.
- 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.

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).

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 1st and January 31st 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 31st, 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 31st. 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).

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 January 1, 2017 is set forth in Attachment A.

The premiums for such plan shall be paid as follows:

- A. Effective through December 31, 2017, the City shall pay eighty-eight percent (88%) of the premium costs, and the bargaining unit member shall pay twelve percent (12%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations (see, Attachment B) by September 1, 2016 will not be eligible for a “wellness” discount and will pay sixteen percent (16%) as their premium contribution for 2017. In order to qualify for the reduced premiums in 2018 and 2019, the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.
- B. Effective January 1, 2018, if the City’s insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay thirteen percent (13%) 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 seventeen percent (17%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2017 percentage (12% or 16%) for 2018 if the City’s insurance premium costs do not increase or increase by less than one percent (1%).

- C. Effective January 1, 2019, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay fourteen percent (14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay eighteen percent (18%) as their premium contribution. The employee premium contribution percentage shall remain at the 2018 percentage for 2019 if the City's insurance premium costs do not increase or increase by less than one percent (1%).
- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.

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

Section 2. The City retains the right, in its sole discretion, to change insurance carriers, provided the benefits 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 1st 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 1st. 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) 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 payroll of January of each year of the contract as follows:

Retroactive to January 1, 2017	2.50%
January 1, 2018	2.25%
January 1, 2019	2.00%

TEAMSTERS CONTRACT 2017 PAY SCALE

Pay Grade		A	B	C	D	E	F
	Part-Time	17.03					
9	Construction Inspector	21.54	22.62	23.75	24.94	26.19	27.50
10		22.62	23.75	24.94	26.19	27.50	28.88
11	Senior Construction Inspector	23.75	24.94	26.19	27.50	28.88	30.32
12		24.94	26.19	27.50	28.88	30.32	31.84
16	Building/Property Maintenance Inspector	30.32	31.84	33.43	35.10	36.86	38.70
31	Laborer	17.04	17.89	18.78	19.72	20.71	21.75
32	Sexton Building Maintenance & Repair	17.89	18.78	19.72	20.71	21.75	22.84
33	Water System Testing Tech	18.78	19.72	20.71	21.75	22.84	23.98
34	Motor Equipment Operator						

		19.72	20.71	21.75	22.84	23.98	25.18
35	Water Operations Technician	20.71	21.75	22.84	23.98	25.18	26.44
36		21.75	22.84	23.98	25.18	26.44	27.76
37		22.84	23.98	25.18	26.44	27.76	29.15
32.5	Meter Technician / Water Technician	18.43	19.35	20.32	21.34	22.41	23.53
34.5	Mechanic	21.13	22.19	23.30	24.47	25.69	26.97

**TEAMSTERS CONTRACT
2018 PAY SCALE**

Pay Grade		A	B	C	D	E	F
	Part-Time	17.41					
9	Construction Inspector	22.02	23.12	24.28	25.49	26.76	28.10
10		23.12	24.28	25.49	26.76	28.10	29.51
11	Senior Construction Inspector	24.28	25.49	26.76	28.10	29.51	30.99
12		25.49	26.76	28.10	29.51	30.99	32.54
16	Building/Property Maintenance Inspector	30.99	32.54	34.17	35.88	37.67	39.55
31	Laborer Building & Properties Custodian	17.42	18.29	19.20	20.16	21.17	22.23
32	Sexton Building & Maintenance Repair	18.29	19.20	20.16	21.17	22.23	23.34
33	Water System Testing Tech	19.20	20.16	21.17	22.23	23.34	24.51
34	Motor Equipment Operator	20.16	21.17	22.23	23.34	24.51	25.74
35	Water Operations Technician	21.17	22.23	23.34	24.51	25.74	27.03
36		22.23	23.34	24.51	25.74	27.03	28.38
37		23.34	24.51	25.74	27.03	28.38	29.80
32.5	Meter Technician / Water Technician	18.84	19.78	20.77	21.81	22.90	24.05

34.5	Mechanic	21.61	22.69	23.82	25.01	26.26	27.57
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TEAMSTERS CONTRACT

2019 PAY SCALE

Pay Grade		A	B	C	D	E	F
	Part-Time	17.76					
9	Construction Inspector	22.46	23.58	24.76	26.00	27.30	28.67
10		23.58	24.76	26.00	27.30	28.67	30.10
11	Senior Construction Inspector	24.76	26.00	27.30	28.67	30.10	31.61
12		26.00	27.30	28.67	30.10	31.61	33.19
16	Building/Property Maintenance Inspector	31.61	33.19	34.85	36.59	38.42	40.34
31	Laborer Building & Properties Custodian	17.77	18.66	19.59	20.57	21.60	22.68
32	Sexton Building & Maintenance Repair	18.66	19.59	20.57	21.60	22.68	23.81
33	Water System Testing Tech	19.59	20.57	21.60	22.68	23.81	25.00
34	Motor Equipment Operator	20.57	21.60	22.68	23.81	25.00	26.25
35	Water Operations Technician	21.60	22.68	23.81	25.00	26.25	27.56
36		22.68	23.81	25.00	26.25	27.56	28.94
37		23.81	25.00	26.25	27.56	28.94	30.39
32.5	Meter Technician / Water Technician	19.22	20.18	21.19	22.25	23.36	24.53
34.5	Mechanic	22.04	23.14	24.30	25.52	26.80	28.14

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 January 1, 2017 through December 31, 2019.

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 _____ 2017.

FOR THE CITY OF MEDINA

FOR TEAMSTERS LOCAL 436

Dennis T. Hanwell, Mayor

Gary M. Tiboni, President

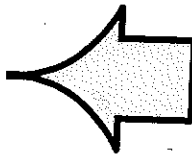
Nino Piccoli, Service Director

Christopher J. Pavone, Vice-President

John Fortesque, Secretary / Treasurer

APPROVED AS TO FORM:

Greg Huber, Law Director



APPROVED AS TO CONTENT:

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



Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at welcometouhc.com, or by calling 1-800-377-5154.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: \$500 Individual / \$1,000 Family Non-Network: \$1,000 Individual / \$2,000 Family Per calendar year. Copays, prescription drugs, and services listed below as "No Charge" do not apply to the deductible.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Network: \$1,000 Individual / \$2,000 Family Non-Network: \$3,000 Individual / \$6,000 Family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain pre-authorization for services.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of network providers, see myuhc.com or call 1-800-377-5154.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.

Questions: Call 1-800-377-5154 or visit us at welcometouhc.com. If you aren't clear about any of the undefined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If a non-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$20 copay per visit	40% co-ins after ded.	Virtual visits (Telehealth) – \$20 copay per visit by a designated virtual network provider. If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Specialist visit	\$40 copay per visit	40% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Other practitioner office visit	\$20 copay per visit	40% co-ins after ded.	Cost share applies to manipulative (chiropractic) services only and is limited to 15 visits per calendar year. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Preventive care / screening / immunization	No Charge	40% co-ins after ded.	Includes preventive health services specified in the health care reform law.
	Diagnostic test (x-ray, blood work)	No Charge	40% co-ins after ded.	Pre-authorization is required non-network for sleep studies or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If you have a test	Imaging (CT / PET scans, MRIs)	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If you need drugs to treat your illness or condition	Tier 1 – Your Lowest-Cost Option	Retail: \$15 copay Mail-Order: \$30 copay	Retail: \$15 copay	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
<p>More information about <u>prescription drug coverage</u> is available at myuhc.com</p>	Tier 2 – Your Midrange-Cost Option	Retail: \$30 copay Mail Order: \$60 copay	Retail: \$30 copay	<p>specialty drugs, from a pharmacy designated by us. Certain drugs may have a pre-authorization requirement or may result in a higher cost. If you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 contraceptives covered at No Charge.</p> <p>See the website listed for information on drugs covered by your plan. Not all drugs are covered.</p>
	Tier 3 – Your Highest-Cost Option	Retail: \$50 copay Mail Order: \$100 copay	Retail: \$50 copay	
	Tier 4 – Additional High-Cost Options	Not Applicable	Not Applicable	
	Facility fee (e.g., ambulatory surgery center)	20% co-ins after ded.	40% co-ins after ded.	
<p>If you have outpatient surgery</p>	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	<p>Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.</p>
	Emergency room services	\$100 copay per visit	\$100 copay per visit	
	Emergency medical transportation	\$50 copay per visit	\$50 copay per visit	
	Urgent care	\$20 copay per visit	40% co-ins after ded.	
<p>If you have a hospital stay</p>	Facility fee (e.g., hospital room)	20% co-ins after ded.	40% co-ins after ded.	<p>If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply.</p> <p>Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.</p>
	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	
<p>If you have mental health, behavioral health, or substance abuse needs</p>	Mental / Behavioral health outpatient services	\$20 copay per visit	40% co-ins after ded.	<p>Partial hospitalization/intensive outpatient treatment: 20% coinsurance after deductible.</p> <p>Pre-authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.</p>



UnitedHealthcare

Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs

Coverage for: Employee & Family

Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
	Mental / Behavioral health inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
	Substance use disorder outpatient services	\$20 copay per visit	40% co-ins after ded.	Partial hospitalization/intensive outpatient treatment 20% coinsurance after deductible. Pre-authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
	Substance use disorder inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.
	Prenatal and postnatal care	No Charge	40% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered.
If you are pregnant	Delivery and all inpatient services	20% co-ins after ded.	40% co-ins after ded.	Inpatient pre-authorization may apply.
	Home health care	20% co-ins after ded.	40% co-ins after ded.	Limited to 60 visits per calendar year. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Rehabilitation services	\$20 copay per outpatient visit	40% co-ins after ded.	Limits per calendar year: physical, speech, occupational – 30 visits; cardiac – 36 visits; pulmonary – 36 visits. Pre-authorization required for physical, occupational and speech non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Habilitative services	\$20 copay per outpatient visit	40% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If you need help recovering or have other special health needs				



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
	Skilled nursing care	20% co-ins after ded.	40% co-ins after ded.	Limited to 120 days per calendar year. (combined with inpatient rehabilitation). Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Durable medical equipment	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network for DME over \$1,000 or benefit reduces to the lesser of 50% of eligible expenses or \$500. Covers 1 per type of DME (including repair/ replacement) every 3 years.
	Hospice service	20% co-ins after ded.	40% co-ins after ded.	Inpatient pre-authorization is required for non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Eye exam Glasses Dental check-up	\$20 copay per outpatient visit Not Covered Not Covered	40% co-ins after ded. Not Covered Not Covered	Limited to 1 exam every 2 years No coverage for glasses. No coverage for dental check-up.
Excluded Services & Other Covered Services:				

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other <u>excluded services</u> .)				
• Acupuncture • Bariatric surgery • Cosmetic surgery	• Dental care (Adult/ Child) • Glasses (Adult/ Child) • Infertility treatment	• Long-term care	• Routine foot care	
		• Non-emergency care when traveling outside the U.S.	• Weight loss programs	
		• Private-duty nursing		
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)				
• Chiropractic care	• Hearing aids	• Routine eye care (Adult/ Child)		



Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
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Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.ccoo.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or myuhc.com or Ohio Department of Insurance at 1-800-686-1526 or insurance.ohio.gov/Pages/default.aspx.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy **does** provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage **does meet** the minimum value standard for the benefits it provides.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-377-5154.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-377-5154.

Navajo (Dine): Dinek'ehgo shika a'ohwol minisingo, kwijigo holne' 1-800-377-5154.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-377-5154.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,340
- Patient pays \$1,200

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$500
Copays	\$0
Coinsurance	\$500
Limits or exclusions	\$200
Total	\$1,200

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,360
- Patient pays \$1,040

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$200
Copays	\$800
Coinsurance	\$0
Limits or exclusions	\$40
Total	\$1,040



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Questions and answers about Coverage Examples:

<p>What are some of the assumptions behind the Coverage Examples?</p> <ul style="list-style-type: none"> • Costs don't include <u>premiums</u>. • Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. • The patient's condition was not an excluded or preexisting condition. • All services and treatments started and ended in the same coverage period. • There are no other medical expenses for any member covered under this plan. • Out-of-pocket expenses are based only on treating the condition in the example. • The patient received all care from in-network <u>providers</u>. If the patient had received care from out-of-network <u>providers</u>, costs would have been higher. • If other than individual coverage, the Patient Pays amount may be more. 	<p>What does a Coverage Example show?</p> <p>For each treatment situation, the Coverage Example helps you see how <u>deductibles</u>, <u>copayments</u>, and <u>coinsurance</u> can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p>Does the Coverage Example predict my own care needs?</p> <p>No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p>Does the Coverage Example predict my future expenses?</p> <p>No. Coverage Examples are <u>not</u> cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your <u>providers</u> charge, and the reimbursement your health plan allows.</p>	<p>Can I use Coverage Examples to compare plans?</p> <p>Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p>Are there other costs I should consider when comparing plans?</p> <p>Yes. An important cost is the <u>premium</u> you pay. Generally, the lower your <u>premium</u>, the more you'll pay in out-of-pocket costs, such as <u>copayments</u>, <u>deductibles</u>, and <u>coinsurance</u>. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
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Questions: Call 1-800-377-5154 or visit us at welcometouhc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.

ATTACHMENT B

THE CITY OF MEDINA WELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2018, 2019 and 2020 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2017; August 31, 2018 and August 31, 2019 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: 09/01/2016-08/31/2017, 09/01/17-08/31/2018; 09/01/2018-08/31/2019.
 - 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: 09/01/2016-08/31/2017; 09/01/2017-08/31/2018, 09/01/2018-08/31/2019 – 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 2018 for application to the 2019 rates. The parties agree to discuss the introduction of the outcomes-based component in the 2017 and 2018 Healthcare Committee meetings.

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

ORDINANCE NO. 76-17

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE
(1) 2013 FREIGHTLINER MODEL M-2 VAC ALL CAB AND
CHASSIS FROM BEST EQUIPMENT COMPANY TO BE
USED BY THE STREET DEPARTMENT.**

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in purchases through the National Joint Power Alliance (NJPA) Contract for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from national and centralized state contracts; and

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

SEC. 1: That the purchase of one (1) 2013 Freightliner Model M-2 VAC All Cab and Chassis from Best Equipment Company is hereby authorized to be used by the Street Department.

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 purchase, in the amount of \$215,750.00, are available in Account No. 105-0610-54417.

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 77-17

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE
(1) 2018 FREIGHTLINER 114 SD CONVENTIONAL CAB AND
CHASSIS DUMP TRUCK FROM VALLEY FREIGHTLINER
FOR THE WATER DEPARTMENT.**

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts; and

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

SEC. 1: That the purchase of one (1) 2018 Freightliner 114SD Cab and Chassis from Valley Freightliner through the Ohio Department of Transportation State Bid Process Cooperative Purchasing Contract Number 023-016, in accordance with Specifications on file in the office of the Mayor, is hereby authorized for the Water Department.

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 purchase, in the amount of \$133,962.00, are available in Account No. 513-0533-54417.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 78-17

AN ORDINANCE PROHIBITING CULTIVATORS, PROCESSORS AND RETAIL DISPENSARIES LICENSED UNDER CHAPTER 3796 OF THE REVISED CODE WITHIN THE CITY OF MEDINA, OHIO.

WHEREAS: This Council previously established a moratorium on the acceptance of any application for, or the granting of, any zoning certificate for any building, structure, use, expansion of use, or change of use that would enable the cultivation, processing, distribution or sale of medical marijuana in the City of Norton under Chapter 3796 of the Revised Code for a period of six months in order to study the effects of such business on the City; and

WHEREAS: Section 3796.29 of the Revised Code gives this Council the authority to pass an Ordinance to prohibit, or limit the number of cultivators, processors, or retail dispensaries licensed under Chapter 3796 of the Revised Code within the City; and

WHEREAS: This Council has determined to end the moratorium and pass this Ordinance to prohibit all cultivators, processors, or retail dispensaries licensed under Chapter 3796 of the Revised Code within the City.

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

SEC. 1: Pursuant to the authority granted to this Council by Section 3796.29 of the Revised Code, this Council hereby determines to prohibit all cultivators, processors, or retail dispensaries licensed under Chapter 3796 of the Revised Code within the City.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 79-17

AN ORDINANCE AMENDING SECTION 31.13 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO VACATIONS, AND DECLARING AN EMERGENCY.

WHEREAS: Section 31.13 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows relating to Vacation:

SECTION 31.13 VACATION

(A) Benefits According to Service.

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

1. An employee who on December 31st has had credited service of less than one (1) full year with the City of Medina will receive a vacation with pay in the succeeding calendar year according to the following schedule:

Less than one (1) year of credited service and not over five (5) years, one (1) day for each month of service with the City of Medina, but not to exceed two (2) basic work weeks.

At least five (5) years of credited service, but less than eleven (11) years of public service, one and one-half (1-1/2) days for each full month of service with the City of Medina, but not to exceed three (3) basic work weeks.

At least eleven (11) years of credited service, but less than twenty (20) years of public service, two (2) days for each full month of service with the City of Medina, but not to exceed four (4) basic work weeks.

Twenty (20) years of credited service or more, two and one-half (2-1/2) days for each full month of service with the City of Medina, but not to exceed five (5) basic work weeks.

2. An employee who on December 31st has had credited service of at least one (1) year, but less than five (5) years, shall receive vacation pay of two (2) basic work weeks in the following calendar year.

3. An employee who on December 31st has had credited service of at least five (5) years, but less than eleven (11) years shall receive vacation pay of three (3) basic work weeks in the following calendar year.

4. An employee who on December 31st has had credited service of at least eleven (11) years, but less than twenty (20) years shall receive vacation pay of four (4) basic work weeks in the following calendar year.

5. An employee who on December 31st has had credited service of at least twenty (20) years, shall receive vacation pay of five (5) basic work weeks in the following calendar year.

6. Employees returning from leaves of absence, lay-off, or a period of termination will be entitled to a vacation in the succeeding year based on the schedule in (A)(1). Service time will not be accumulated during a leave of absence, lay-off, or period of employment termination.

(B) General Practices and Definitions.

1. Unused vacation time. Unused vacation time may be cumulative for not to exceed two years. Employees will be permitted to work for the City during their vacation period while receiving their normal compensation if they have already taken off work for at least three (3) weeks of vacation in a calendar year, they have the approval of their appointing authority, and the vacation time would otherwise be lost at year end.

2. 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.

3. Pay in advance. Paychecks for regular pay days falling within a vacation period may be obtained in advance upon written request at least one pay period before the check is desired. No other paychecks will be advanced nor will any other pay period be split.

4. Basic workweek. A basic workweek as used in Section 31.09.

5. Credited Service.

(a) For all employees hired after January 1, 1992, only service as an employee of the City will be credited for purpose of vacation eligibility.

(b) For all employees hired after January 1, 1997, only service in a full-time position with the City will be credited for the purpose of vacation eligibility.

(c) Effective January 1, 1997, individuals formerly employed on a part-time basis and being hired into a full-time position shall earn vacation eligibility in accordance with Section 31.13(B)(5)(b) above.

(C) Vacation Benefits for Employment Termination.

Any 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 on January 1st of the year of termination if not already taken at the time of his termination. In addition, an employee will be paid a vacation allowance proportionate to the number of full months worked in the calendar year of termination, if he meets any of the following conditions:

1. Resigns with the proper notice of two (2) weeks of work,
2. Is laid off on account of lack of work,
3. Retires under the City's retirement or disability plan,
4. Dies.

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

SEC. 1: That Section 31.13 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows pertaining to Vacation:

SECTION 31.13 VACATION

Section 1. Effective January 1, 2017, 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 3.1 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 4.6 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 6.2 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 7.7 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 16.

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.

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 80-17**AN ORDINANCE AMENDING SECTION 31.16 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO GROUP HOSPITALIZATION, AND DECLARING AN EMERGENCY.**

WHEREAS: Section 31.16 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows relating to Group Hospitalization:

SECTION 31.16 GROUP HOSPITALIZATION INSURANCE.

(A) Effective August 1, 2014, all full time employees, unless specified differently in union contracts, shall pay an amount equal to twelve percent (12%) of the monthly premium for such plan. (Ord. 187-02, 1-04, 42-07, 131-08, 134-11, 97-14)

Effective October 1, 2014, the employee healthcare contribution shall increase to sixteen percent (16%) for those employees who fail to satisfy the Wellness Program obligations set out in the attachment and to specify that, beginning in 2015, the higher amount will be charged all year for any employee who fails to satisfy the Wellness Program obligations by September 1st of the previous year. (Ord. 97-14)

(B) Per the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), the City is required to offer health care coverage to qualified employees, their spouses, and dependent children, when coverage would otherwise stop. Conditions of eligibility are as follows:

1. Widowed spouse and dependent children (up to age 25),
2. Employees, their spouses, and dependent children who have been terminated, voluntary or involuntary, except for reasons of gross misconduct,
3. Employees, their spouses, and dependent children, if their hours have been reduced, resulting in lost coverage,
4. Divorced or legally separated spouse and their dependent children,
5. Medicare ineligible spouses,
6. Dependent children who no longer meet the plan's definition of eligibility, or
7. Any additional criteria set forth or amended by the Federal Government.

Those meeting the above requirements are responsible for the cost of health care coverage.

(C) Retroactive to January 1, 2006, employees who are eligible to receive family coverage under another comprehensive group medical plan who opt not to participate in the City's program and who execute an appropriate waiver form, will receive four hundred dollars (\$400) per month in lieu of medical insurance coverage. Employees desiring to re-establish coverage under the City's plan will notify the Finance Department and coverage will be provided through the City's carrier or spouse's COBRA. Under COBRA, the City will reimburse in an amount not to exceed the current premium being paid for a similar coverage under the City plan. (Ord. 42-07)

(D) Effective November 1, 2003 employees who are eligible to receive the City's family group hospitalization insurance and elect to change, or who have previously changed from family to single

coverage and execute an appropriate waiver form, will receive one hundred dollars (\$100) per month in lieu of the family coverage. New employees, who are eligible to receive the City's family group hospitalization insurance and select single coverage instead of family and execute an appropriate waiver form, will receive one hundred dollars (\$100) per month in lieu of the family coverage. (Ord. 136-03)

(E) Healthcare coverage begins the first day of employment and ends on the last day of the last month during which an employee is employed by the City. (42-07)

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

SEC. 1: That Section 31.16 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows pertaining to Group Hospitalization:

SECTION 31.16 GROUP HOSPITALIZATION INSURANCE

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

The premiums for such plan shall be paid as follows:

- A. Effective through December 31, 2017, the City shall pay eighty-eight percent (88%) of the premium costs, and the bargaining unit member shall pay twelve percent (12%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations (see, Attachment B) by September 1, 2016 will not be eligible for a "wellness" discount and will pay sixteen percent (16%) as their premium contribution for 2017. . In order to qualify for the reduced premiums in 2018 and 2019 the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.
- B. Effective January 1, 2018, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay thirteen percent (13%) 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 seventeen percent (17%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2017 percentage (12% or 16%) for 2018 if the City's insurance premium costs do not increase or increase by less than one percent (1%).
- C. Effective January 1, 2019, 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 2018 rate (an increase to either 13% or 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay either seventeen percent (17%) (if the wellness rate is 13%) or eighteen percent (18%) (if the wellness rate is 14%) as their premium contribution. The employee premium contribution percentage shall remain at the

2018 percentage for 2019 if the City's insurance premium costs do not increase or increase by less than one percent (1%).

- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.

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

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

Section 3. 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 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.

(Ord. 187-02, 1-04, 42-07, 136-03, 131-08, 134-11, 97-14, 80-17)

ATTACHMENT B

THE CITY OF MEDINA
WELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2018, 2019 and 2020 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2017; August 31, 2018 and August 31, 2019 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: 09/01/2016-08/31/2017; 09/01/2017-08/31/2018; 09/01/2018-08/31/2019.
 - 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: 09/01/2016-08/31/2017; 09/01/2017-08/31/2018, 09/01/2018-08/31/2019 – 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 2018 for application to the 2019 rates. The parties agree to discuss the introduction of the outcomes-based component in the 2017 and 2018 Healthcare Committee meetings.

Wellness program design complies with Federal regulations. Program design may change as new regulations and / or clarifications are issued.
(Ord. 80-17)

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 81-17

**AN ORDINANCE AMENDING ORDINANCE NO. 167-16,
PASSED DECEMBER 12, 2016. (Amendments to 2017 Budget)**

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

SEC. 1: That Ordinance No. 167-16, passed December 12, 2016, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
574-0353-53313 (Donation-Medina City Teachers Assoc.)	250.00 *
574-0358-53315 (Carryforward Funds-MCRC)	4,700.00 *
574-0358-53313 (Carryforward Funds-MCRC)	5,650.00 *
574-0358-53313 (Carryforward Funds-MCRC)	3,000.00 *

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

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

* - new appropriation

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 82-17

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

SEC. 1: 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. 2: That the Finance Director is authorized to draw warrants for the payment to State Farm Mutual Automobile Insurance Company for reimbursement for damages resulting from a January 11, 2017 accident involving a Water Department vehicle (see attached).

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Ord. 35-17

April 26, 2017

City Of Medina
132 N Elmwood Ave
Medina OH 44256-1894

Sub Auto Litigation Office
PO Box 106172
Atlanta GA 30348-6172

Certified Mail - Return Receipt Requested

RE: Claim Number: 35-9Q91-333
 Our Insured: Brian Kiefer
 Date of Loss: January 11, 2017
 Your Insured: City Of Medina
 Your Insured Driver:
 Loss Location: E Liberty, Medina, OH

To Whom It May Concern:

Facts of Loss:

The insured vehicle was struck by a city vehicle that lost control.

It is our understanding that you are self insured. Our investigation indicates you are responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm® paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$
042 - Uninsured Motorist PD	\$
300 series/400 - Comp/Collision	\$4,617.69
501 - Rental/Loss of Use	\$
600-050 - Med Pay/PIP	\$
Other	\$
Salvage Recovery	\$
Amount State Farm Paid	\$4,617.69
Insured Deductible	\$1,000.00
Total Claim Amount	\$5,617.69

PO # 17-1064	Line # 1
Partial	Complete ✓
Date:	5-10-17
Approved:	Sherry Crow

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is \$5,617.69.

35-9Q91-333

Page 2

April 26, 2017

Please remit payment of this claim and include our claim number on the payment. If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you. Thank you for your cooperation.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Charlie Cartwright

Claim Associate

(877) 787-8276 Ext. 6156923735

Fax: (866) 231-9276

State Farm Mutual Automobile Insurance Company

Enclosure

PS: Tracking # 7016 3010 0000 1134 9134

ORDINANCE NO. 83-17

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

SEC. 1: 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. 2: That the Finance Director is authorized to draw warrants for the payment to Arthur J. Gallagher Risk Management Services for payment of the City's Crime Insurance effective 4/1/17 through 3/31/18 (see attached invoice).

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORD. 83-17

Arthur J. Gallagher Risk Management Services, Inc.
3 Summit Park Drive, Suite 530
Independence, OH 44131

SIRWI1

Phone: (216)654-9390 Fax: (216)566-9977

Invoice #	2117585	1 of 1
ACCOUNT NUMBER	DATE	
MEDIOHI-01	4/3/2017	
BALANCE DUE ON	AMOUNT DUE	
4/3/2017	\$7,471.00	

City of Medina, Ohio
132 N. Elmwood Street
Medina, OH 44256



Arthur J. Gallagher & Co.

Crime	Policy Number	105593210	Company	Travelers Casualty and Surety Co of America	Effective	4/1/2017	to	4/1/2018
Item #	Trans	Eff Date	Due Date	Description	Amount			
11589560	RENB	4/1/2017	4/3/2017	4/1/17-18 Renewal	\$4,221.00			
Item #	Trans	Eff Date	Due Date	Description	Amount			
11589560	RENB	4/1/2017	4/3/2017	4/1/17-18 Renewal	\$3,250.00			
Total Invoice Balance:					\$7,471.00			

*** SAVE TIME AND MONEY! PAY THIS INVOICE ONLINE AT WWW.AJG.COM/EZPAY. ***

PO # 2017-0967 Line # 1
Partial Complete \$4221.00
Date: 5-2-17
Approved: Sherry Crow

PO # 2017-0900 Line #
Partial Complete \$3250.00
Date: 5-2-17
Approved: Sherry Crow

Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

SIRWI1

City of Medina, Ohio
132 N. Elmwood Street
Medina, OH 44256

Please send your remittance to:

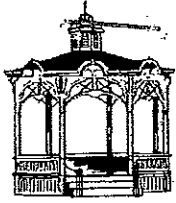
Arthur J. Gallagher Risk Management Services, Inc.
39735 Treasury Center
Chicago, IL 60694-9700

WWW.AJG.COM/EZPAY

Invoice #	2117585
ACCOUNT NUMBER	DATE
MEDIOHI-01	4/3/2017
BALANCE DUE ON	AMOUNT DUE
4/3/2017	\$7,471.00
AMOUNT PAID	



Arthur J. Gallagher & Co.



City of Medina

132 North Elmwood Ave P.O. Box 703
Medina, OH 44258
PH: 330-725-8861
FAX: 330-722-9058

*copy to Dawn
to Law*

PURCHASE ORDER

No. 2017000967

Show this Purchase Order Number
on all correspondence, invoices,
shipping papers and packages.

DELIVER AND
SHIP TO
THIS DEPT.

OFFICE OF THE LAW DIRECTOR
CITY OF MEDINA
132 N ELMWOOD AVE
MEDINA, OH 44256

NAME AND
ADDRESS
OF VENDOR

G00028
ARTHUR J GALLAGHER RMS, INC
39735 TREASURY CENTER
CHICAGO IL 60694-9700

PURCHASE ORDER DATE

04/10/17

TERMS:

1. City of Medina is exempt from excise or sales tax.
2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
3. Delivery must be prepaid to destination shown above or billed to same.
4. No change may be made in this order without consent of the Director of Finance.

DO NOT DUPLICATE THIS ORDER

LINE NO.	DESCRIPTION	ACCOUNT NUMBER	QUANTITY ORDERED	UNIT MEAS.	UNIT PRICE	EXTENSION
001	4/17-18 CRIME INSURANCE BOC APPROVED 4/10/17	001-0707-52213	0		.00	4221.00
TOTAL AMOUNT NOT TO EXCEED						4221.00

Order is to be entered in accordance with prices, delivery and specifications shown above.

FEDERAL TAX ID:
34-6001856

THEN AND NOW CERTIFICATION

I hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrances.

This amount has been lawfully appropriated for such purpose and is in the treasury or in process of collection.

SEND ALL INVOICES TO:
City of Medina
132 North Elmwood Ave
P.O. Box 703
Medina, OH 44258

Reah W. Dinkham
DIRECTOR OF FINANCE

AUTHORIZED SIGNATURE

ORDINANCE NO. 84-17

AN ORDINANCE AMENDING SECTION 31.03 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE SALARY SCHEDULES FOR EMPLOYEES NOT COVERED UNDER CURRENT UNION CONTRACTS FOR THE YEARS 2017, 2018, AND 2019, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the salary schedules contained in Section 31.03 of the Salaries and Benefits Code of the City of Medina shall be increased by 2.5 percent effective January 1, 2017 for all employees not covered under current union contracts or restricted by grant requirements, 2.25 percent effective January 1, 2018, and 2 percent effective January 1, 2019.
- SEC. 2:** That the retroactive application of this Ordinance is only applicable to City of Medina employees who are employed by the City of Medina at the time of passage of this Ordinance.
- SEC. 3:** That a copy of the salary schedules for Sec. 31.03 are marked Exhibit A, B, and C, attached hereto and incorporated herein, as a clarification of the previously adopted schedule.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to match the effective date of the Bargaining Unit Agreement; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

City of Medina
2017 Payscale - Hourly

ORD 84-17
Exh. A

2.50%

Grade/Step	A	B	C	D	E	F
1	14.35	15.07	15.82	16.61	17.44	18.31
2	15.07	15.82	16.61	17.44	18.31	19.23
3	15.82	16.61	17.44	18.31	19.23	20.19
4	16.61	17.44	18.31	19.23	20.19	21.20
5	17.44	18.31	19.23	20.19	21.20	22.26
6	18.31	19.23	20.19	21.20	22.26	23.37
7	19.23	20.19	21.20	22.26	23.37	24.54
8	20.19	21.20	22.26	23.37	24.54	25.77
9	21.20	22.26	23.37	24.54	25.77	27.06
10	22.26	23.37	24.54	25.77	27.06	28.41
11	23.37	24.54	25.77	27.06	28.41	29.83
12	24.54	25.77	27.06	28.41	29.83	31.32
13	25.77	27.06	28.41	29.83	31.32	32.89
14	27.06	28.41	29.83	31.32	32.89	34.53
15	28.41	29.83	31.32	32.89	34.53	36.26
16	29.83	31.32	32.89	34.53	36.26	38.07
17	31.32	32.89	34.53	36.26	38.07	39.97
18	32.89	34.53	36.26	38.07	39.97	41.97
19	34.53	36.26	38.07	39.97	41.97	44.07
20	36.26	38.07	39.97	41.97	44.07	46.27
21	38.07	39.97	41.97	44.07	46.27	48.58
22	39.97	41.97	44.07	46.27	48.58	51.01
23	41.97	44.07	46.27	48.58	51.01	53.56
31	16.78	17.62	18.50	19.43	20.40	21.42
32	17.62	18.50	19.43	20.40	21.42	22.49
33	18.50	19.43	20.40	21.42	22.49	23.61
34	19.43	20.40	21.42	22.49	23.61	24.79
35	20.40	21.42	22.49	23.61	24.79	26.03
36	21.42	22.49	23.61	24.79	26.03	27.33
37	22.49	23.61	24.79	26.03	27.33	28.70
41	32.24	33.85	35.54	37.32	39.19	41.15
42	35.54	37.32	39.19	41.15	43.21	45.37
43	41.15	43.21	45.37	47.64	50.02	52.52
51	10.59	11.12	11.68	12.26	12.87	13.51
52	11.89	12.48	13.10	13.76	14.45	15.17
53	11.97	12.57	13.20	13.86	14.55	15.28
54	12.33	12.95	13.60	14.28	14.99	15.74
55	13.12	13.78	14.47	15.19	15.95	16.75
56	14.67	15.40	16.17	16.98	17.83	18.72
57	16.31	17.13	17.99	18.89	19.83	20.82

City of Medina
2017 Payscale - Hourly

2.50%

Grade/Step	A	B	C	D	E	F
58	16.52	17.35	18.22	19.13	20.09	21.09
59	17.57	18.45	19.37	20.34	21.36	22.43
60	23.89	25.08	26.33	27.65	29.03	30.48
61	29.09	30.54	32.07	33.67	35.35	37.12
62	33.68	35.36	37.13	38.99	40.94	42.99
71	16.36	17.18	18.04	18.94	19.89	20.88
72	17.18	18.04	18.94	19.89	20.88	21.92
73	18.04	18.94	19.89	20.88	21.92	23.02
74	18.94	19.89	20.88	21.92	23.02	24.17
75	19.89	20.88	21.92	23.02	24.17	25.38
76	20.88	21.92	23.02	24.17	25.38	26.65
77	21.92	23.02	24.17	25.38	26.65	27.98
78	17.39	18.26	19.17	20.13	21.14	22.20
79	18.26	19.17	20.13	21.14	22.20	23.31
80	19.17	20.13	21.14	22.20	23.31	24.48
81	20.13	21.14	22.20	23.31	24.48	25.70
82	21.14	22.20	23.31	24.48	25.70	26.99
83	22.20	23.31	24.48	25.70	26.99	28.34
84	23.31	24.48	25.70	26.99	28.34	29.76
85	24.48	25.70	26.99	28.34	29.76	31.25
86	25.70	26.99	28.34	29.76	31.25	32.81
91	22.93	24.08	25.28	26.54	27.87	29.26
92	24.08	25.28	26.54	27.87	29.26	30.72
93	25.28	26.54	27.87	29.26	30.72	32.26
94	26.54	27.87	29.26	30.72	32.26	33.87
95	27.87	29.26	30.72	32.26	33.87	35.56
96	29.26	30.72	32.26	33.87	35.56	37.34

Salaries (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)

101	37,994.16
102	42,463.67
103	51,091.13
104	56,166.52
105	58,316.76
106	65,833.89
107	72,126.94
108	118,301.28
109	120,059.43

City of Medina
2017 Payscale - Hourly

2.50%

<u>Grade/Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
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Salary Ranges (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)

	minimum	maximum
110	43,983.16	56,298.44
111	55,065.21	66,078.25
112	66,078.25	79,293.90
113	79,293.90	95,152.68
114	95,152.68	114,183.22
121	76,231.31	88,939.07
122	79,293.90	85,899.08

City of Medina
2018 Payscale - Hourly

ORD 84-17
Exh. B

2.25%

Grade/Step	A	B	C	D	E	F
1	14.67	15.40	16.17	16.98	17.83	18.72
2	15.40	16.17	16.98	17.83	18.72	19.66
3	16.17	16.98	17.83	18.72	19.66	20.64
4	16.98	17.83	18.72	19.66	20.64	21.67
5	17.83	18.72	19.66	20.64	21.67	22.75
6	18.72	19.66	20.64	21.67	22.75	23.89
7	19.66	20.64	21.67	22.75	23.89	25.08
8	20.64	21.67	22.75	23.89	25.08	26.33
9	21.67	22.75	23.89	25.08	26.33	27.65
10	22.75	23.89	25.08	26.33	27.65	29.03
11	23.89	25.08	26.33	27.65	29.03	30.48
12	25.08	26.33	27.65	29.03	30.48	32.00
13	26.33	27.65	29.03	30.48	32.00	33.60
14	27.65	29.03	30.48	32.00	33.60	35.28
15	29.03	30.48	32.00	33.60	35.28	37.04
16	30.48	32.00	33.60	35.28	37.04	38.89
17	32.00	33.60	35.28	37.04	38.89	40.83
18	33.60	35.28	37.04	38.89	40.83	42.87
19	35.28	37.04	38.89	40.83	42.87	45.01
20	37.04	38.89	40.83	42.87	45.01	47.26
21	38.89	40.83	42.87	45.01	47.26	49.62
22	40.83	42.87	45.01	47.26	49.62	52.10
23	42.87	45.01	47.26	49.62	52.10	54.71
31	17.16	18.02	18.92	19.87	20.86	21.90
32	18.02	18.92	19.87	20.86	21.90	23.00
33	18.92	19.87	20.86	21.90	23.00	24.15
34	19.87	20.86	21.90	23.00	24.15	25.36
35	20.86	21.90	23.00	24.15	25.36	26.63
36	21.90	23.00	24.15	25.36	26.63	27.96
37	23.00	24.15	25.36	26.63	27.96	29.36
41	32.97	34.62	36.35	38.17	40.08	42.08
42	36.35	38.17	40.08	42.08	44.18	46.39
43	42.08	44.18	46.39	48.71	51.15	53.71
51	10.83	11.37	11.94	12.54	13.17	13.83
52	12.16	12.77	13.41	14.08	14.78	15.52
53	12.24	12.85	13.49	14.16	14.87	15.61
54	12.61	13.24	13.90	14.60	15.33	16.10
55	13.42	14.09	14.79	15.53	16.31	17.13
56	15.00	15.75	16.54	17.37	18.24	19.15

City of Medina
2018 Payscale - Hourly

2.25%

<u>Grade/Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
57	16.68	17.51	18.39	19.31	20.28	21.29
58	16.89	17.73	18.62	19.55	20.53	21.56
59	17.97	18.87	19.81	20.80	21.84	22.93
60	24.43	25.65	26.93	28.28	29.69	31.17
61	29.74	31.23	32.79	34.43	36.15	37.96
62	34.44	36.16	37.97	39.87	41.86	43.95
71	16.73	17.57	18.45	19.37	20.34	21.36
72	17.57	18.45	19.37	20.34	21.36	22.43
73	18.45	19.37	20.34	21.36	22.43	23.55
74	19.37	20.34	21.36	22.43	23.55	24.73
75	20.34	21.36	22.43	23.55	24.73	25.97
76	21.36	22.43	23.55	24.73	25.97	27.27
77	22.43	23.55	24.73	25.97	27.27	28.63
78	17.78	18.67	19.60	20.58	21.61	22.69
79	18.67	19.60	20.58	21.61	22.69	23.82
80	19.60	20.58	21.61	22.69	23.82	25.01
81	20.58	21.61	22.69	23.82	25.01	26.26
82	21.61	22.69	23.82	25.01	26.26	27.57
83	22.69	23.82	25.01	26.26	27.57	28.95
84	23.82	25.01	26.26	27.57	28.95	30.40
85	25.01	26.26	27.57	28.95	30.40	31.92
86	26.26	27.57	28.95	30.40	31.92	33.52
91	23.45	24.62	25.85	27.14	28.50	29.93
92	24.62	25.85	27.14	28.50	29.93	31.43
93	25.85	27.14	28.50	29.93	31.43	33.00
94	27.14	28.50	29.93	31.43	33.00	34.65
95	28.50	29.93	31.43	33.00	34.65	36.38
96	29.93	31.43	33.00	34.65	36.38	38.20

Salaries (Salaries are paid bi-weekly for the two weeks ended two weeks prior to payday)

101	38,849.03
102	43,419.10
103	52,240.68
104	57,430.27
105	59,628.89
106	67,315.15
107	73,749.80
108	120,963.06

City of Medina
2018 Payscale - Hourly

2.25%

<u>Grade/Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
109	122,760.77					

Salary Ranges (Salaries are paid bi-weekly for the two weeks ended two weeks prior to payday)

	minimum	maximum
110	44,972.78	57,565.16
111	56,304.18	67,565.02
112	67,565.02	81,078.02
113	81,078.02	97,293.62
114	97,293.62	116,752.34
121	77,946.51	90,940.19
122	81,078.01	87,831.81

ORD. 84-17
Exh. C

City of Medina
2019 Payscale - Hourly

2.00%

Grade/Step	A	B	C	D	E	F
1	14.96	15.71	16.50	17.33	18.20	19.11
2	15.71	16.50	17.33	18.20	19.11	20.07
3	16.50	17.33	18.20	19.11	20.07	21.07
4	17.33	18.20	19.11	20.07	21.07	22.12
5	18.20	19.11	20.07	21.07	22.12	23.23
6	19.11	20.07	21.07	22.12	23.23	24.39
7	20.07	21.07	22.12	23.23	24.39	25.61
8	21.07	22.12	23.23	24.39	25.61	26.89
9	22.12	23.23	24.39	25.61	26.89	28.23
10	23.23	24.39	25.61	26.89	28.23	29.64
11	24.39	25.61	26.89	28.23	29.64	31.12
12	25.61	26.89	28.23	29.64	31.12	32.68
13	26.89	28.23	29.64	31.12	32.68	34.31
14	28.23	29.64	31.12	32.68	34.31	36.03
15	29.64	31.12	32.68	34.31	36.03	37.83
16	31.12	32.68	34.31	36.03	37.83	39.72
17	32.68	34.31	36.03	37.83	39.72	41.71
18	34.31	36.03	37.83	39.72	41.71	43.80
19	36.03	37.83	39.72	41.71	43.80	45.99
20	37.83	39.72	41.71	43.80	45.99	48.29
21	39.72	41.71	43.80	45.99	48.29	50.70
22	41.71	43.80	45.99	48.29	50.70	53.24
23	43.80	45.99	48.29	50.70	53.24	55.90
31	17.50	18.38	19.30	20.27	21.28	22.34
32	18.38	19.30	20.27	21.28	22.34	23.46
33	19.30	20.27	21.28	22.34	23.46	24.63
34	20.27	21.28	22.34	23.46	24.63	25.86
35	21.28	22.34	23.46	24.63	25.86	27.15
36	22.34	23.46	24.63	25.86	27.15	28.51
37	23.46	24.63	25.86	27.15	28.51	29.94
41	33.63	35.31	37.08	38.93	40.88	42.92
42	37.08	38.93	40.88	42.92	45.07	47.32
43	42.92	45.07	47.32	49.69	52.17	54.78
51	11.05	11.60	12.18	12.79	13.43	14.10
52	12.40	13.02	13.67	14.35	15.07	15.82
53	12.48	13.10	13.76	14.45	15.17	15.93
54	12.86	13.50	14.18	14.89	15.63	16.41
55	13.69	14.37	15.09	15.84	16.63	17.46
56	15.30	16.07	16.87	17.71	18.60	19.53
57	17.01	17.86	18.75	19.69	20.67	21.70
58	17.23	18.09	18.99	19.94	20.94	21.99

City of Medina
2019 Payscale - Hourly

2.00%

<u>Grade/Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
59	18.33	19.25	20.21	21.22	22.28	23.39
60	24.92	26.17	27.48	28.85	30.29	31.80
61	30.33	31.85	33.44	35.11	36.87	38.71
62	35.13	36.89	38.73	40.67	42.70	44.84
71	17.06	17.91	18.81	19.75	20.74	21.78
72	17.91	18.81	19.75	20.74	21.78	22.87
73	18.81	19.75	20.74	21.78	22.87	24.01
74	19.75	20.74	21.78	22.87	24.01	25.21
75	20.74	21.78	22.87	24.01	25.21	26.47
76	21.78	22.87	24.01	25.21	26.47	27.79
77	22.87	24.01	25.21	26.47	27.79	29.18
78	18.14	19.05	20.00	21.00	22.05	23.15
79	19.05	20.00	21.00	22.05	23.15	24.31
80	20.00	21.00	22.05	23.15	24.31	25.53
81	21.00	22.05	23.15	24.31	25.53	26.81
82	22.05	23.15	24.31	25.53	26.81	28.15
83	23.15	24.31	25.53	26.81	28.15	29.56
84	24.31	25.53	26.81	28.15	29.56	31.04
85	25.53	26.81	28.15	29.56	31.04	32.59
86	26.81	28.15	29.56	31.04	32.59	34.22
91	23.92	25.12	26.38	27.70	29.09	30.54
92	25.12	26.38	27.70	29.09	30.54	32.07
93	26.38	27.70	29.09	30.54	32.07	33.67
94	27.70	29.09	30.54	32.07	33.67	35.35
95	29.09	30.54	32.07	33.67	35.35	37.12
96	30.54	32.07	33.67	35.35	37.12	38.98

Salaries (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)

101	39,626.01
102	44,287.48
103	53,285.49
104	58,578.88
105	60,821.47
106	68,661.45
107	75,224.80
108	123,382.32
109	125,215.99

Salary Ranges (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)

minimum	maximum
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City of Medina
2019 Payscale - Hourly

2.00%

<u>Grade/Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
110	45,872.24	58,716.47				
111	57,430.26	68,916.31				
112	68,916.31	82,699.57				
113	82,699.57	99,239.48				
114	99,239.48	119,087.38				
121	79,505.44	92,759.00				
122	82,699.57	89,588.44				

ORDINANCE NO. 85-17**AN ORDINANCE AMENDING SECTION 31.02 AND 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE FINANCE DEPARTMENT, AND DECLARING AN EMERGENCY.**

WHEREAS: Section 31.02 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows, pertaining to the Finance Department:

(3) FINANCE DEPARTMENT

		<u>Hourly Rate</u>
1	Clerical Help	Pay Grade 5A

WHEREAS: Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows, pertaining to the Finance Department:

FINANCE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Director of Finance	Sec. 31.01
1	Deputy Director of Finance	15 A-F
1	Payroll Clerk	9 A-F
1	Utility Billing Clerk	8 A-F
1	Account Clerk II (A/P)	5 A-F
1	Account Clerk II (Cashier)	5 A-F
1	Clerk (part-time)	Sec. 31.02(B)(3)

Ord. 273-05

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

SEC. 1: That Section 31.02 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows, pertaining to the Finance Department:

(3) FINANCE DEPARTMENT

		<u>Hourly Rate</u>
1	Clerical Help	Pay Grade 5A
1	Assistant Deputy Director of Finance*	22 F

***This position is a temporary part-time position for training purposes, and shall expire on November 22, 2017.**

(Ord. 85-17)

SEC. 2: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows, pertaining to the Finance Department:

FINANCE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Director of Finance	Sec. 31.01
1	Deputy Director of Finance	15 A-F
1	Assistant Deputy Director of Finance*	22 F
1	Payroll Clerk	9 A-F
1	Utility Billing Clerk	8 A-F
1	Account Clerk II (A/P)	5 A-F
1	Account Clerk II (Cashier)	5 A-F
1	Clerk (part-time)	Sec. 31.02(B)(3)

***This position is a temporary part-time position for training purposes, and shall expire on November 22, 2017.**

Ord. 273-05, **85-17**

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor