

ORDINANCE NO. 1-26

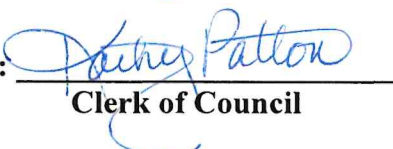
AN ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MEDINA AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE PATROL OFFICERS AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

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

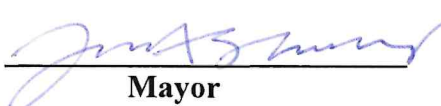
- SEC. 1:** That the Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Patrol Officers is hereby ratified for the period of January 1, 2026 through December 31, 2028.
- SEC. 2:** That a copy of the Collective Bargaining Agreement is marked Exhibit A, attached 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 in full force and effect at the earliest period allowed by law.

PASSED: January 6, 2026

SIGNED: 
President of Council

ATTEST: 
Clerk of Council

APPROVED: JANUARY 7, 2026

SIGNED: 
Mayor

Effective date – January 1, 2026 through December 31, 2028

ORD. 1-26

COLLECTIVE BARGAINING
AGREEMENT

between the

CITY OF MEDINA

and

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(PATROL OFFICERS)

EFFECTIVE
THROUGH OCTOBER 31, 2028

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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 jurisdiction covered by this Agreement indicating their starting date of employment. Such list will be furnished upon the execution of this Agreement and will be kept current by the City. All new employees shall be included on the list.

ARTICLE 3 DUES DEDUCTION

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

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

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

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

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

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

ARTICLE 4 MANAGEMENT RIGHTS

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

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

ARTICLE 5 NO STRIKE

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

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

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

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

ARTICLE 6 ASSOCIATION REPRESENTATION

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

ARTICLE 7 DISCIPLINE

Section 1. Disciplinary action taken by the City shall only be for good cause. The City shall provide written notice advising the employee of the disciplinary action within a reasonable time after the disciplinary action is taken. The employee shall have the right to be represented by a representative of the OPBA.

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

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

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

Disciplinary Action

Time Period

Written warning or reprimand
Suspension or demotion

One (1) year
Two (2) years

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

ARTICLE 8 GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure, which steps shall be filed with the Chief of Police at each step.

Article 1. Any employee who is dissatisfied with a decision should file a grievance with the Chief of Police within ten (10) days of the date of the decision.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 SENIORITY

Section 1. All newly appointed employees shall be considered probationary employee for a period of twelve (12) months, beginning from the first day of reporting to work. The probationary period shall continue through the successful completion of the FTO program even if the FTO training extends beyond the twelve-month probationary period. Notwithstanding the foregoing, the probationary period shall last no longer than fourteen (14) months.

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

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

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

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

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

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

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

ARTICLE 10 NON-DISCRIMINATION

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

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

ARTICLE 11 GENDER

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

ARTICLE 12 HEADINGS

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

ARTICLE 13 OBLIGATION TO NEGOTIATE

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

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

ARTICLE 14 CONFORMITY TO LAW

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

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

ARTICLE 15 DUTY HOURS

Section 1. The regular workweek for all employees of the City covered by this Agreement will be forty (40) hours. The workweek for bargaining unit employees assigned to the Patrol Division shall generally consist of four (4), ten (10) hour days. However, in the event that the level of staffing in the Patrol Division drops below eighteen (18) officers (including sergeants) due to lay-offs, injuries, illnesses or other extended leaves of absences, then the Employer shall have the discretion and right to change the schedule to five (5), eight (8) hour days. The Employer shall give employees (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 exists beyond thirty (30) days.

Section 2. If a bargaining unit employee is assigned as the Officer-in-Charge (OIC), and actually serves as OIC for a full two (2) hours or more, then he will be paid for such hours actually worked as OIC at his normal salary plus a five percent (5%) premium. There shall only be one (1) person assigned as OIC per shift. This premium will be increased to ten percent (10%) on the effective date of the 2026-2028 Agreement.

ARTICLE 16 OVERTIME PAY AND COURT-TIME

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

Section 2. All time worked when called back after normal daily working hours or on a regular day off, and actual time spent engaged in appropriate police work within the City of Medina which requires immediate action, shall be compensated at the rate of one and one-half times (1 ½) his regular rate of pay, or the employee may elect to receive compensatory time, pursuant to Section 3.

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

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

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

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

Section 5. Every employee called back after normal daily working hours or on a regular day off, including holidays, for a court appearance shall be paid a minimum of three (3) hours at a rate of one and one-half (1½) times the regular rate of pay, provided the employee is not notified by 7:00 P.M. the last business 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 the beginning of the first appearance and the beginning of the second appearance, in which case the employee shall be paid a minimum of three (3) hours for each appearance.

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

ARTICLE 17 HOLIDAYS

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

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

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

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

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

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

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

ARTICLE 18 VACATIONS

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

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

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

Section 2. General practices and definitions.

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

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

Section 4. The City has the discretion to provide new hires, with five or more years of full-time police experience with another police department, credit for that time for purposes of placement on the accrual table of Section 1 above. For the first year of employment, the City may grant the use of this vacation amount in the first year of employment. A newly hired officer who separates in their first year having utilized any of this vacation shall reimburse the City for the value thereof.

ARTICLE 19 SICK LEAVE

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

Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, illness or death in the employees' immediate family, and for childbirth up to a maximum of 120 hours (this limit would not apply where the leave is due to the illness or injury to the mother or child). 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. Any employee shall be permitted to carry at least five (5) days (either ten (10) or twenty (20) hours, depending on the employee's work schedule) of sick leave for every thirty (30) days (either ten (10) or twenty (20) hours, depending on the employee's work schedule) of employment. Sick leave shall be paid during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. Taking a stress day shall not constitute utilizing sick leave under this section. The stress days under this Article must be utilized within six months of when they are earned, and shall only be taken with advance approval of the Chief except where the day is used in an emergency situation.

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

Section 5. A city employee who has provided no less than two weeks' notice of retirement and who has filed for retirement under the Police and Fire Pension Fund of Ohio, 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. This maximum payment shall increase to four hundred fifty (450) hours on the effective date of the 2026-2028 Agreement.

ARTICLE 20 STRESS DAYS

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

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

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

ARTICLE 21 LONGEVITY PAY

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

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

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

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

Section 5. An employee returning from a leave of absence or lay-off will be entitled to pre-leave status relative to accumulated service time toward longevity pay. A terminated employee who returns to work for the City of Medina within a period of one (1) year shall be entitled to pre-

leave status less one (1) year of accumulated service time toward longevity pay. Service time toward longevity pay will not be accumulated during a leave of absence, lay-off, or a period of employment termination.

ARTICLE 22 UNIFORM ALLOWANCE

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

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

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

ARTICLE 23 LEAVE OF ABSENCE

Section 1. All employees who are members of the Ohio National Guard or members of the United States Armed Forces Reserve shall be entitled to a leave of absence without loss of pay for a period of up to thirty-eight (38) calendar 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. Utilization of sick leave under this Section shall not result in penalizing an employee regarding the receipt of holiday pay (Article 17, Sec. 1) or stress days (Article 19, Sec. 3).

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 Department, any employee may be reimbursed for telephone charges incurred while on official business. The City shall reimburse the employee for the cost of the telephone charges incurred while on official business. The reimbursement shall be paid annually in January of each year based on receipts presented as stated above for the prior year. Terminating employees shall be reimbursed at the time of termination.

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

ARTICLE 25

GROUP HOSPITALIZATION

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

The premiums for such plan shall be paid as follows:

- A. The City shall pay eighty percent (80%) of the premium costs, and the bargaining unit member shall pay twenty percent (20%) of the premium costs through payroll deduction. Employees who satisfy the wellness program obligations (see, Attachment B) will be eligible for a “wellness” discount and will pay fifteen percent (15%) as their premium contribution for 2026 and 2027. In order to qualify for the reduced premiums in 2026, 2027 and 2028 the employee must satisfy the wellness components identified in Attachment B by December 31st of the preceding year.
- B. Effective January 1, 2028, if the City’s insurance premium costs increase by one percent (1%) or more above the 2026 rates, employees satisfying the wellness program obligations shall pay sixteen percent (16%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a “wellness” discount and will pay twenty percent (20%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2026 percentage (15% or 20%) for 2028 if the City’s insurance premium costs do not increase or increase by less than one percent (1%).
- C. Newly-hired employees are not eligible for the reduced Wellness premium rate until January 1st following successful completion of the January 1st to December 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. The City also reserves the right to implement an employee-option Health Savings Account plan.

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

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

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

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

ARTICLE 26 WAGES

Section 1. Effective the first pay following January 1, 2026, members of the bargaining unit shall be compensated in accordance with the following four percent (4.0%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$32.16	\$33.77	\$35.46	\$37.23	\$39.09	\$41.04
Annual (x 2080)	\$66,572.80	\$70,441.60	\$73,756.80	\$77,438.40	\$81,497.20	\$85,363.20

Section 2. Effective the first pay following January 1, 2027, members of the bargaining unit shall be compensated in accordance with the following four percent (4.0%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$33.45	\$35.12	\$36.88	\$38.72	\$40.66	\$42.69
Annual (x 2080)	\$69,576.00	\$73,049.60	\$76,710.40	\$80,537.60	\$84,572.80	\$88,795.20

Section 3. Effective the first pay following January 1, 2028, members of the bargaining unit shall be compensated in accordance with the following four percent (4.0%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$34.79	\$36.53	\$38.36	\$40.28	\$42.29	\$44.40
Annual (x 2080)	\$72,363.20	\$75,982.40	\$79,788.80	\$83,782.40	\$87,963.20	\$92,352.00

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).

Section 5. Employees assigned as a Detective shall receive a \$1,500 annual payment, or pro-rated amount, paid semi-annually.

Section 6. Employees assigned to train a probationary employee shall receive a 10% increase to their base hourly rate for all hours performing that training.

ARTICLE 27 ADVANCEMENT WITHIN PAY RANGE

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

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

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

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

ARTICLE 28 SHIFT DIFFERENTIAL

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

ARTICLE 29 LIFE INSURANCE

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

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

ARTICLE 30 SAVINGS CLAUSE

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

ARTICLE 31 RELATIONS OF BENEFITS

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

ARTICLE 32 EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

ARTICLE 33
INJURY LEAVE/WAGE CONTINUATION

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

Section 2. QUALIFICATIONS

1. The injury or illness must be determined to be compensable by the City, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before paperwork is filed with OBWC.
2. Competent medical proof of disability must be provided via form C-84 or Physician's Update and Physical Capabilities Form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. QuickMed or Medina Hospital are the City's chosen providers, or the employee can utilize an OBWC certified medical provider of their choice.
3. The employee must complete a C-1, OD-1, or FROD-1 application and sign a wage document provided by the City as directed by OBWC.
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 GUN PURCHASE

When an employee retires in good standing through the Police and Fire Pension Fund of Ohio, after ten (10) years of service in the Medina Police Department, the employee may purchase their service weapon at its trade-in value.

ARTICLE 35 DURATION

Section 1. The term of this Agreement shall be from date of ratification, the date of acceptance of a fact-finder's recommendation, or the date of a conciliator's award (July 30, 2026), through October 31, 2028.

Section 2. Due to the contract expiration date of October 31, 2028, 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

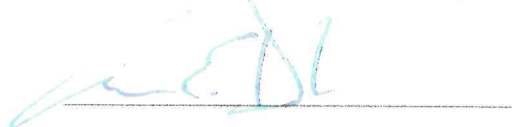
IN WITNESS WHEREOF, the parties hereunto have set their hands this 23rd day of September, 2026.

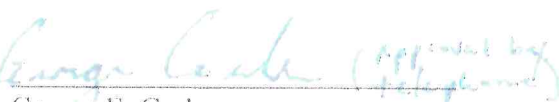
On Behalf of the
CITY OF MEDINA


James Shields
Mayor, City of Medina


Edward Kinney
Chief of Police, City of Medina

On behalf of the
OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

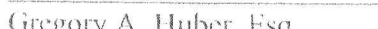


 (Appointed by telephone)
George E. Gerken
Attorney for Ohio Patrolmen's
Benevolent Association

APPROVED AS TO FORM:

for M. Dileno, Esq.
Dileno Law, LLC

APPROVED AS TO FORM:


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



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% <u>coinsurance</u>	None
	Specialist visit	\$40 copay/visit	40% <u>coinsurance</u>	None
	Preventive care/ screening/ immunization	No charge	40% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your provider if the services you need are <u>preventive</u> . Then check what your plan will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray)	No charge	40% <u>coinsurance</u>	None
	<u>Diagnostic test</u> (blood work)	No charge	40% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None

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

Summary of benefits and coverage. For more information about the plan, visit www.medicare.gov or call 1-800-540-6772. For more information about the plan, visit www.medicare.gov or call 1-800-540-6772. For more information about the plan, visit www.medicare.gov or call 1-800-540-6772.

Questions

Answers

What is the overall deductible?

\$500 for the \$1,000 family Network
\$1,000 for the \$2,000 family
Non-Network

Are there services covered before the deductible is met?

Yes. See Table 1. In-network services are covered and paid by the plan before you meet your deductible.

Are there other deductibles for specific services?

No

What is the out-of-pocket limit for this plan?

\$1,000/single, \$2,000/family Network
Unlimited/single, Unlimited/family
Non-Network

What is not included in the out-of-pocket limit?

Certain specialty drugs, premiums, balance-billed charges and health care this plan doesn't cover.

Will you pay less if you use a network provider?

Yes. See MedMutual.com/SBC or call 800-585-2583 for a list of participating providers.

Do you need a referral to see a specialist?

No

For more information about the plan, visit www.medicare.gov or call 1-800-540-6772. For more information about the plan, visit www.medicare.gov or call 1-800-540-6772.

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For the costs from your deductible, it's deductible amount before you pay for other family members. For the plan each family member must meet the deductible, the total annual deductible expenses paid by all family members is deductible.

For more information about the plan, visit www.medicare.gov or call 1-800-540-6772. For more information about the plan, visit www.medicare.gov or call 1-800-540-6772.

deductibles for specific services.

The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in the plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.

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

This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

You can see the specialist you choose without a referral.

About these Coverage Examples:

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



Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

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

This EXAMPLE event includes services like:

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

Total Example Cost \$12,700

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

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

This EXAMPLE event includes services like:

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

Total Example Cost \$5,600

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

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

This EXAMPLE event includes services like:

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

Total Example Cost \$2,800

In this example, Peg would pay:

Cost Sharing

Deductibles \$500
Copayments \$0
Coinsurance \$500

What isn't covered

Limits or exclusions \$60

The total Peg would pay is \$1,060

In this example, Joe would pay:

Cost Sharing

Deductibles \$0
Copayments \$800
Coinsurance \$0

What isn't covered

Limits or exclusions \$20

The total Joe would pay is \$820

In this example, Mia would pay:

Cost Sharing

Deductibles \$300
Copayments \$300
Coinsurance \$0

What isn't covered

Limits or exclusions \$0

The total Mia would pay is \$600

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

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

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services Inpatient services	Benefits paid based on corresponding medical benefits Benefits paid based on corresponding medical benefits	None None	None None
If you are pregnant	Office visits	No charge	40% <u>coinsurance</u>	<u>Cost sharing</u> does not apply to certain <u>preventive services</u> . Depending on the type of services, copay, <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). None
If you need help recovering or have other special health needs	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Home health care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	(60 visits per benefit period)
	<u>Rehabilitation services</u> (Physical Therapy)	\$20 copay/visit	40% <u>coinsurance</u>	(30 visits per benefit period)
	<u>Habilitation services</u> (Occupational Therapy)	\$20 copay/visit	40% <u>coinsurance</u>	(60 visits per benefit period; except for work hardening, which is not covered)
	<u>Habilitation services</u> (Speech Therapy)	\$20 copay/visit	40% <u>coinsurance</u>	(60 visits per benefit period)
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	(120 days per benefit period; combined with Physical Medicine and Rehabilitation)
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Hospice services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If your child needs dental or eye care	Children's eye exam Children's glasses Children's dental check-up	No charge No charge Children's dental check-up	40% <u>coinsurance</u> 40% <u>coinsurance</u> Not Covered	None None Excluded Service Excluded Service

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

Attachment A

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-585-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [MedMutual.com/SBC](https://www.healthcare.gov/coverage/preventive-care-benefits/) or call 800-585-2583 to request a copy.

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

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

Common Medical Event		Services You May Need		What You Will Pay		Limitations, Exceptions, & Other Important Information	
				Non-Network Provider (You will pay the most)			
If you visit a health care provider's office or clinic		Primary care visit to treat an injury or illness	\$20 copay visit	40% coinsurance	None		
		Specialist visit	\$40 copay visit	40% coinsurance	None		
		Preventive care/ screening/ immunization	No copay visit	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.		
If you have a test		Diagnostic test (x-ray)	No copay visit	40% coinsurance	None		
		Diagnostic test (blood work)	No copay visit	40% coinsurance	None		
		Imaging (CT/PET scans, MRIs)	20% copay visit	40% coinsurance	None		

[For more information about limitations and exceptions, see the plan or policy document at www.adventurall.com/SBC.]

Common Medical Event Services You May Need What You Will Pay Limitations, Exceptions, & Other Important Information

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at MedMutual.com/SBC	Generic copay - retail Tier 1	\$15	See Plan Documents for Details	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	\$30	See Plan Documents for Details	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	\$30	See Plan Documents for Details	Covers up to a 30-day supply.
	Preferred brand copay - home delivery Tier 2	\$60	See Plan Documents for Details	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	\$50	See Plan Documents for Details	Covers up to a 30-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$100	See Plan Documents for Details	Covers up to a 90-day supply.
	Specialty drugs	Applicable drug tier copay or the max of any available manufacturer-funded copay assistance	See Plan Documents for Details	Covers up to a 30 day supply. Certain specialty drugs are considered non-essential health benefits and therefore do not apply to the out-of-pocket maximum. They will also be subject to higher cost-share.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees (Outpatient)	\$20 copay/visit at PCP; \$40 copay/visit at Specialist; 20% coinsurance for all other places after deductible	40% coinsurance	(except for excision or elimination of hanging skin, which is not covered for all places of service)
If you need immediate medical attention	Emergency room care	\$100 copay/visit		None
	Emergency medical transportation	\$50 copay/visit		(includes non-emergency)
	Urgent care	\$20 copay/visit	40% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	None
	Physician/ surgeon fee (inpatient)	20% coinsurance	40% coinsurance	None

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

Common Medical Event	Services You May Need	What You Will Pay (You will pay the most)	Non-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need mental health, behavioral health, or substance abuse services	Outpatient services	See if it's paid based on corresponding medical benefits	See if it's paid based on corresponding medical benefits	None
	Inpatient services	See if it's paid based on corresponding medical benefits	See if it's paid based on corresponding medical benefits	None
If you are pregnant	Office visits	No charge	40% coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	None
If you need help recovering or have other special health needs	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	None
	Home health care	20% coinsurance	40% coinsurance	(60 visits per benefit period)
	Rehabilitation services (Physical Therapy)	\$20 copay visit	40% coinsurance	(30 visits per benefit period)
	Habilitation services (Occupational Therapy)	\$20 copay visit	40% coinsurance	(60 visits per benefit period; except for work hardening, which is not covered)
	Habilitation services (Speech Therapy)	\$20 copay visit	40% coinsurance	(60 visits per benefit period)
	Skilled nursing care	20% coinsurance	40% coinsurance	(120 days per benefit period; combined with Physical Medicine and Rehabilitation)
If your child needs dental or eye care	Durable medical equipment	20% coinsurance	40% coinsurance	None
	Hospice services	20% coinsurance	40% coinsurance	None
	Children's eye exam	No charge	40% coinsurance	None
	Children's glasses		Not Covered	Excluded Service
	Children's dental check-up		Not Covered	Excluded Service

[For more information about limitations and exceptions, see the plan or policy document at wlad.tutual.com/SBC.]

Excluded Services & Other Covered Services:

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

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

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

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

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

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

Does this plan provide Minimum Essential Coverage? Yes.

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

Does this plan meet Minimum Value Standards? Yes.

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

For more information about your rights, visit www.hhs.gov/healthcare. To see examples of how this plan might cover costs for sample medical situations, see the next section.

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

About these Coverage Examples

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

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

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

This **EXAMPLE** event includes services like:

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

Total Example Cost

\$12,700

In this example, Peg would pay:

Cost Sharing

Deductibles \$500
Copayments \$0
Coinsurance \$500

What isn't covered

Limits or exclusions \$60

The total Peg would pay is

\$1,060

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please call 1-800-855-2583.

Maria

(a year)

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

This **EXAMPLE** event includes services like:

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

Total Example Cost

\$5,600

In this example, Joe would pay:

Cost Sharing

Deductibles \$0
Copayments \$800
Coinsurance \$0

What isn't covered

Limits or exclusions \$20

The total Joe would pay is

\$820

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

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

This **EXAMPLE** event includes services like:

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

Total Example Cost

\$2,800

In this example, Mia would pay:

Cost Sharing

Deductibles \$300
Copayments \$300
Coinsurance \$0

What isn't covered

Limits or exclusions \$0

The total Mia would pay is

\$600

The plan would be responsible for the out-of-pocket costs of these **EXAMPLE** covered services.

[For more information about limitations and exceptions, see the plan or policy document at medical.ual.com/SBC.]

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Schedule of Benefits – Plan #1477		In Network	Out of Network
Preventive		80%	80%
Basic		80%	80%
Major		80%	80%
Contract Maximum		\$1,350.00	\$1,350.00
Deductible (applies to Basic and Major services)		\$25/\$50	\$25/\$50
Orthodontia		60%	60%
Lifetime Ortho Max		\$1,000.00	\$1,000.00
Copay (applies to eligible oral evaluations)		None	None

Contract Period – The defined time during which your benefits will apply. This is typically a 12 month period of time; however please check with your employer to be sure.

Contract Maximum – The amount of dental expenses allotted to each member per Contract Period. Typically includes all benefits paid under the Preventive, Basic, Major categories.

Deductible – The amount of dental expense, which you are responsible for before SDC begins calculations of benefits. Deductibles follow the contract period and have individual and family maximums.

Lifetime Ortho Maximum – The amount of orthodontia benefit, per member per lifetime, while enrolled with SDC. Any orthodontia payments made by SDC are applied toward the Lifetime Maximum. The orthodontia Lifetime Maximum is separate from the Contract Maximum and does not refresh. Timely submission of ortho claims is necessary for prompt consideration of benefit.

Copay - This amount is applied to eligible oral evaluations in the Preventive Category only and is to be paid per Covered Person per occurrence, at the time of the visit.

PREVENTIVE SERVICES

ORAL EVALUATIONS (includes problem focused) 2x contract period; **PROPHYLAXIS** (cleaning) 2x contract period less any benefitted periodontal maintenance; **TOPICAL APPLICATION OF FLUORIDE** 2 treatment per contract period for children under 19; **BITEWING X-RAYS** up to 4 Bitewings per contract period; **FULL MOUTH X-RAYS OR PANORAMIC SURVEY** 1x 5 years; **INTRAORAL PERIAPICAL X-RAYS**; **MINOR EMERGENCY TREATMENT** for the temporary relief of pain, bleeding or swelling; **SEALANTS** (posterior permanent teeth only) 1x 3 years per tooth for children under 16; **SPACE MAINTAINERS** 1x lifetime per area for children under 19

BASIC SERVICES

SPECIALIST EXAMINATIONS 2x per contract period for endodontics, periodontics, or oral surgery; **ORAL SURGERY** (includes local anesthesia/routine postop care); Extractions; Removal of Periapical and Follicular Cysts; Intraoral Incision and Drainage; Exposure of Tooth to Aid Eruption; Frenectomy; General Anesthesia or IV Sedation - in connection with oral surgery (excluding simple extractions); Alveoplasty, Vestibuloplasty 1x 5 years; Removal of Exostosis or Tori; **PERIODONTICS/SURGICAL PERIODONTICS** (includes local anesthesia and postop care); Periodontal Scaling and Root Planing 1x 2 years each quadrant; Periodontal Maintenance (root planing followed by osseous surgery - a single course of treatment) 2x per contract period less any benefitted prophylaxis during a course of full mouth periodontal treatment; Complete Occlusal Adjustment 1x 3 years following periodontal surgery; Gingivectomy each quadrant/area 1x 3 years; Gingival Grafts 1x 3 years each quadrant/area; Osseous Surgery 1x 3 years each quadrant/area; **ENDODONTICS** (includes local anesthesia, x-rays and routine postop care); Root Canal Treatment 1x lifetime per tooth; Surgical Endodontics 1x lifetime per tooth; Pulp Cap 1x lifetime per tooth; **RESTORATIVE** (includes local anesthesia); Restorations (amalgam and composite) - to restore teeth damaged by decay or traumatic injury 1x 2 years per surface; Sedative Filling 1x 2 years per tooth; Pins 1x 2 years per tooth; Rebasing 1x 3 years; Relining 1x 3 years; Denture Adjustments 1x 12 months

MAJOR SERVICES

PROSTHODONTICS (replaceable after 5 years in place) Bridge Abutments (See Crowns, Inlays and Onlays); Pontics (See Crowns, Inlays and Onlays); Removable Partial Dentures; Complete Dentures; **CROWNS, INLAYS AND ONLAYS** (replaceable after 5 years in place); (treatment for decay or traumatic injury and when teeth cannot be restored with a filling material or when the tooth is an abutment. Applies interchangeably to onlays, inlays, crowns, abutments, and pontics for the same tooth); Crowns, Inlays, Onlays, Prefabricated Crowns, Post and Core; **REPAIRS** (includes repairs to crowns, bridges, and complete or partial dentures) 1x 12 months; Recementation (onlays, inlays, crowns and bridges) 1x 12 months; **IMPLANTS** 1x 5 years per tooth; Surgical placement of implant, Implant supported prosthetics, Removal of an implant; Implant Maintenance

ORTHODONTIC SERVICES

Superior Dental Care's (SDC) orthodontia benefits are limited to members under 19. Coverage is for a "Treatment Plan" evaluated through a pre-determination of benefits. Treating dentists providing this service must supply SDC with films and study models upon request. The one-time Record/Diagnosis fee consists of initial exam, diagnosis and consultation, x-rays, and study models. This fee can be submitted for payment separately and will apply to the member's lifetime maximum. Ortho payments for members will be made monthly beginning after the first month of treatment, and continue for the estimated duration of the treatment plan, as long as the patient is in active treatment. Retention is not covered. For treatment in progress at the time of eligibility, SDC will review the initial treatment months and total cost to determine benefit eligibility. All calculations are based on the appropriate plan percentage, up to the plan's allowable orthodontic lifetime maximum, and for the remaining months of estimated treatment. Benefits will automatically terminate when the patient ceases to be eligible.

EXCLUSIONS

The following items are not covered under SDC dental plans unless your plan indicates otherwise on the reverse side of this document.

1. Services which are not dentally necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which we deem experimental in nature. 2. Services for which a covered person would not be required to pay in the absence of dental insurance. 3. Services or supplies received by a covered person before the insurance starts for that person. 4. Services which are neither performed nor prescribed by a dentist except for those services of a licensed dental hygienist. 5. Services which are primarily cosmetic. 6. Services or appliances which restore or alter occlusion or vertical dimension. 7. Restoration of tooth structure damaged by attrition, abrasion or erosion unless caused by disease. 8. Restorations or appliances used for the purpose of periodontal splinting. 9. Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco. 10. Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss. 11. Decoration or inscription of any tooth, device, appliance, crown or other dental work. 12. Missed appointments. 13. Services covered under any workers' compensation or occupational disease law. 15. Services received at a facility maintained by the Policyholder, labor union, mutual benefit association, or VA hospital. 16. Temporary or provisional restorations or appliances. 17. Prescription drugs. 18. Services for which the submitted documentation indicates a poor prognosis. 19. Services, to the extent such services, or benefits for such services, are available under a government plan. This exclusion will apply whether or not the person receiving the services is enrolled for the government plan. We will not exclude payment of benefits for such services if the government plan requires that Dental Insurance under the group policy be paid first. 20. The following when charged by the dentist on a separate basis - Claim form completion; infection control such as gloves, masks, and sterilization of supplies; or local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide. 21. Caries susceptibility tests. 22. Precision attachments associated with fixed and removable prostheses. 23. Adjustment of a denture made within 6 months after installation by the same dentist who installed it. 24. Duplicate prosthetic devices or appliances. 25. Replacement of a lost or stolen appliance, cast restoration or denture. 26. Intra and extraoral photographic images. 27. Fixed and removable appliances for correction of harmful habits. 28. Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards. 29. Treatment of temporomandibular joint disorder.

NATIONAL NETWORK

While SDC is licensed to sell to groups domiciled in Ohio, Kentucky and Indiana, our network of participating dentists and specialists offers coverage across the country with over half a million access points nationwide. SDC members are encouraged to seek services from a Participating Dentist or Specialist. You may access our Directory of Participating Dentists on our website superiordental.com. Participating dentists are prohibited from collecting any amount beyond the assigned member responsibility and SDC's reimbursement. Unless otherwise indicated, SDC's payments for out of network services will be applied to the maximum. Members receiving SDC payment for services performed by a non-participating dentist will be responsible for the full difference to the actual charges. Recovery of out-of-pocket costs of a deductible will be SDC's responsibility and will be subject to the plan's maximum allowable amount for an eligible service.

PLAN SPECIFICS

Pre-determination of Benefits Pre-determination of Benefits is necessary for services \$400.00 or more and for periodontal services. Alternate benefits may be received when there is more than one acceptable course of treatment.

Coordination of Benefits SDC coordinates benefits with other carriers and with other SDC plans. SDC follows the rules established by state law for Coordination of Benefits to decide which plan pays first. The birthday rule applies for covered dependents – the parent's birthday first in the calendar year is considered the primary carrier. If a divorce has occurred, the plan follows the divorce decree.

Evidence of Coverage Your Evidence of Coverage is on file with your employer or you may call our office to request a copy. Additional access is provided on our website at: superiordental.com. Important information addressed in the Evidence of Coverage includes: claims appeal procedures, exclusions, coordination of benefit rules, contact information for SDC's Member Services Team, for State Departments of Insurance, for State Dental Associations and more.

Claim Submission All claims must be submitted and resolved within one year from the date of service to be considered for payment, regardless of enrollment status.

VALUE-ADDED BENEFITS

SMILERIDER® Dentists who participate in our Smilerider program offer a 15% discount for elective services such as teeth whitening, veneers, bonding and porcelain facings. This discount comes with the SDC dental plan at no additional charge.

EyeMed Vision Care® Discount Plan SDC offers a vision discount plan through EyeMed Vision Care at eyemed.com. This program offers significant savings and there are no limitations on the frequency of use. Please contact your employer to confirm this benefit is available to you. After confirming this benefit, be sure to mention to your eyecare provider that you are a member of Superior Dental Care. This plan is not vision insurance.

Free Second Opinion SDC will provide a Free Second Opinion by a participating dentist for extensive treatment plans. This is provided at no cost and without utilizing any portion of the individual's Contract Maximum. This benefit is required to be coordinated, in advance, through SDC's Dentist and Member Services team.

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

Attachment B
WELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2027, 2028, and 2029 the employee must:

1. Complete an annual Health Risk Analysis by December 31, 2026; December 31, 2027 and December 31, 2028 to be administered by the wellness Portal App. The Health Risk Assessment is comprised of:
 - a. A Health Assessment, confidential questionnaire provided by and submitted on the Portal App.
 - b. Biometric screening in the form of a blood draw that will measure:
 - i. Total Cholesterol
 - ii. High-density lipoprotein (HDL)
 - iii. Blood Sugar (Glucose)
 - iv. Low-density lipoprotein (LDL)
 - v. Triglycerides
 - vi. Blood pressure
 - vii. BMI
 - viii. Waist Circumference
2. Maintain an active account with a wellness provider designated by the City.
 - a. Employees will need to log onto the App 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 during each annual wellness-program period (January 1st to December 31st).
 - 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) Health Activities during the annual wellness-period and these can be a combination of the following:
 - a. Preventative screening: Colonoscopy, mammogram, annual physical, annual eye exam, annual dental exam, screening for prostate cancer, screening for cervical cancer
 - b. Flu Vaccination
 - c. Webinar Events provided through wellness portal or EAP
 - d. Participate in a race: limit 1 race per annual wellness program
 - e. Complete a “challenge” provided in wellness portal

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

The parties agree, in concept, to the introduction of an outcomes-based component to the Wellness Program in future Collective Bargaining Agreements. The parties agree to discuss the introduction of the outcomes-based component in the next negotiations consistent with the Federal Patient Protection and Affordable Care Act.

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

Attachment C
PENSION ALTERNATIVES

Police Department
December 18, 1998

Comparisons of various pension alternatives

Assumptions

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

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

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

Now comes the Ohio Patrolmen's Benevolent Association ("OPBA") and the City of Medina, Ohio ("Employer") who currently operate within the parameters of the collective bargaining agreement (hereinafter "Agreement") that covers all full-time patrol officers through December 31, 2028, and state as follows:

WHEREAS, the Parties have reached an agreement to temporarily establish 12 hour work shifts for some members of the police department and,

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

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

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

- A. The Chief shall have the discretion to establish either a 10 hour shift schedule or a 12 hour shift schedule for members of the Patrol division who are not members of a special unit.
- B. The Parties further agree that once a particular schedule is established, it shall remain in effect for a minimum of 3 months.
- C. The Parties further agree that if the Chief determines that the shift schedule is to change, the Chief will give 60 days prior notice to the implementation of a different schedule.
- D. The Parties further agree that if additional sections of the contract, that are not identified in this Memorandum of Understanding, are found to be affected by the 12 hour shift schedule the Parties will meet and negotiate additional amendments to the Memorandum of Understanding. If a mutual agreement cannot be met the 12 hour shift schedule will be terminated the next pay period. Further, if the 12 hour shift schedule is not continued, the Agreement will revert to the original terms and conditions established at the signing of the Agreement.
- E. The following Articles of the Agreement are modified as follows if the Patrol Officers are working a 12 hour shift. If the Officers are not working a 12 hour shift, the following sections of the contract will revert to the previous language in the contract:

ARTICLE 15 -- DUTY HOURS

Section 3. For the purpose of the 12 hour shift schedule, the standard work schedule for the Officers shall consist of no more than eight (8) hours in a fourteen (14) day work period.

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

ARTICLE 16 -- OVERTIME PAY AND COURT-TIME

Section 1. If twelve-hour scheduling is utilized, all employees, for work performed or compensated in excess of the scheduled eight (8), ten (10) or twelve (12) hours per day or in excess of eighty (80) hours during a fourteen (14) day period, except sick days per Article 19 (but only considering paid sick leave usage in each 40-hour work week), shall be compensated at the rate of time and one-half.

ARTICLE 18 -- VACATIONS

Section 2. General practices and definitions.

C. Basic Work Week. A basic work week as used in Article 15. For the purpose of scheduling vacations while on a 12 hour shift, the vacation week shall be a 40 hour week and the remaining schedule for that pay period shall continue as scheduled without causing overtime.

ARTICLE 19 -- SICK LEAVE

Section 3. An employee shall be permitted to convert two (2) days (either twelve (12), ten (10) or eight (8) hours, depending on the employee's regular work day) of sick leave to two (2) days (either twelve (12), ten (10) or eight (8) hours) of additional stress time for each six (6) month period during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. Taking a stress day shall not constitute utilizing sick leave under this section. The stress days under this Article must be utilized within six months of when they are earned, and shall only be taken with advance approval of the Chief except where the day is used in an emergency situation.

ARTICLE 20 -- STRESS DAYS

Section 1. All non-probationary employees shall, in addition to all other leave benefits, be granted two (2) stress days each year, not to exceed 24 total hours. Employees may earn an

additional four (4) stress days, not to exceed 48 total hours, pursuant to Article 20. The stress days shall be either twelve (12), ten (10) or eight (8) hour days according to the employee's work schedule.

ARTICLE 28 – SHIFT DIFFERENTIAL

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

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

**MEMORANDUM OF AGREEMENT
PART-TIME PATROL OFFICERS**

This Agreement is between the City of Medina ("the City") and the Ohio Patrolmen's Benevolent Association ("the OPBA"). The City recognizes that the part-time patrol officers will be represented by the OPBA. The parties agree that the collective bargaining agreement between the City and the OPBA, covering the terms and conditions of employment for the City's patrol officers, be clarified/modified as follows:

a. Duty Hours Article 15

- §1 - Regular workweek does not apply to part-time officers.
- The City will schedule part-timers to no more than an average of twenty-nine (29) hours/week.
- Court-time does not count toward this 32-hour threshold.
- §1 - Part-time officers shall not count toward the 18-officer threshold.
- §2 - Part-time officers shall not be assigned as OIC's.

b. Overtime/Court-time Article 16

- §2 - Call-in overtime rate does not apply to part-time officers.
- §5 - Court-time minimum of three (3) hours at straight-time rate shall be paid for court appearances not contiguous with a previously scheduled shift.
- §6 - Call back minimums and payment of overtime rate do not apply to part-time officers.
- Any hours worked in excess of forty (40) in a workweek shall be paid at the overtime rate (1 1/2 times the minimum wage) in each hour over the 40.

c. Sick Leave Article 19

- §2 - Part-time officers will not earn sick leave.

d. Stress Days Article 20

Stress days do not apply to part-time officers.

e. Uniform Allowance - Article 22

The City will issue uniforms in amounts and under specifications determined by the City. The City will replace uniforms as needed.

f. Leaves of Absence Article 23

This Article does not apply to part-time officers.

g. Educational Benefits Article 24

§7 - Does not apply to part-time officers.

h. Wages Article 26

Part-time officers shall be paid at a rate up to the applicable Step D rate. Part-time officers are not entitled to Step increases nor pension pick-up.

i. Advancement Within Pay Range – Article 27

This Article does not apply to part-time officers.

j. Shift Differential – Article 28

This Article does not apply to part-time officers.

k. Life Insurance – Article 29

This Article does not apply to part-time officers.

l. Injury Leave – Article 33

This Article does not apply to part-time officers.

m. Miscellaneous

- Part-time officers shall meet all state-mandated qualifications and be required to complete, within a reasonable time, training which is required of the full-time officers.
- Part-time officers will not be assigned to the SWAT unit, nor be assigned as training or range officers.
- In the event of a layoff, all part-time officers will be laid off before any full-time officers are laid off.
- The City agrees that for the duration of the 2026-2028 Agreement, no more than five (5) part-time officers will be employed at one time.

Jon M. Dileo
On Behalf of the City of Medina

Daniel J. Leffler
On Behalf of the OPBA

Date

Date

