# ORDINANCE NO. 186-14

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

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

**SEC. 1:** That the Agreement between the City of Medina and the Ohio Patrolmen's Association for the Communication Officers for the period of November 1, 2013 through October 31, 2016 is hereby accepted and the Mayor is hereby authorized to execute said Agreement.

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

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

**SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the contract is retroactive to November 1, 2013; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** November 24, 2014

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

**ATTEST:** Kathy Patton
**Clerk of Council**

**APPROVED:** November 25, 2014

**SIGNED:** Dennis Hanwell
**Mayor**

**Effective date – November 1, 2013 through October 31, 2016**

Ord. 186-14
Exh. A

# COLLECTIVE BARGAINING

# AGREEMENT

between the

CITY OF MEDINA

and the

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(COMMUNICATIONS)

EFFECTIVE NOVEMBER 1, 2013 through
OCTOBER 31, 2016

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## ARTICLE 1 – PREAMBLE

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

## ARTICLE 2 – RECOGNITION

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

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

## ARTICLE 3 - DUES DEDUCTION

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

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

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

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

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

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

## ARTICLE 4 - FAIR SHARE FEE

**Section 1.** As a condition of continued employment:

A. All non-probationary employees in the bargaining unit on the effective date of this Agreement shall:

1. Maintain membership in the OPBA, or

2. Become members of the OPBA, or

3. Pay a fair share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership

B. Any probationary employee in the bargaining unit on the effective date of this Agreement shall, after serving his probationary period of employment, or sixty (60) days after beginning employment, whichever is less,

1. Become a member of the OPBA; or

2. Pay a fair-share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership

C. Any employee who becomes a member of the bargaining unit after the effective date of this Agreement shall, after serving his probationary period of employment, or sixty (60) days after beginning employment, whichever is less,

1. Become a member of the OPBA; or

2. Pay a fair-share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership.

## ARTICLE 5 – NO STRIKE

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

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

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

## ARTICLE 6 - ASSOCIATION REPRESENTATION

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

## ARTICLE 7 – DISCIPLINE

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

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

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

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

| Disciplinary Action | Time Period |
|---|---|
| Written warning or reprimand | One (1) year |
| Suspension or demotion | Two (2) years |

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

## ARTICLE 8 - GRIEVANCE PROCEDURE

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

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

A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

B. Grievant – the "Grievant" shall be defined as the employee within the bargaining unit filing the grievance.

C. Days – A "day" as used in this procedure shall mean the scheduled working day(s) of the party who is required to act.

D. Party-in-Interest – A "party-in-interest" shall be defined as an employee of the City named in the grievance who is not the grievant.

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

A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.

B. Except at Step 1, all decisions shall be tendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.

C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all aspects, be final, said adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

D. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.

E. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specific time limits will be deemed waived and void. If the City fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

F. This procedure shall not be used for the purposes of adding to, subtracting from or altering in any way, any of the provisions of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 9 – SENIORITY

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

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

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

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

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

A. Resignation

B. Discharge for Just Cause

C. Layoff for a period exceeding one (1) years

D. Retirement

E. Refusal or failure to report within ten (10) days from the date of mailing of a recall notice by certified mail to the employee's last official address as shown on the City's records.

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

## ARTICLE 10 – NON-DISCRIMINATION

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

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

## ARTICLE 11 – GENDER

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

## ARTICLE 12 – HEADINGS

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

## ARTICLE 13 – OBLIGATION TO NEGOTIATE

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

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

## ARTICLE 14 – CONFORMITY TO LAW

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

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

## ARTICLE 15 – DUTY HOURS

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

## ARTICLE 16 – OVERTIME PAY AND COURT-TIME

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

**Section 2.** All time worked when called back after normal daily working hours or on a regular day off, including holidays, shall be compensated at the rate of one and one-half times his regular rate of pay, or the employee may elect to receive compensatory time, pursuant to Section 3.

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

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

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

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

## ARTICLE 17 – HOLIDAYS

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

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

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

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

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

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

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

## ARTICLE 18 – VACATIONS

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

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

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

2. At least five (5) years of public service, but less than eleven (11) years of public service, one and one-half (1½) days for each full month of service with the City of Medina, but not to exceed three basic work weeks.

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

4. Twenty (20) years of public service or more, two and one-half (2½) days for each full month of service with the City of Medina, but not to exceed five (5) basic work weeks.

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

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

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

E. An employee who on December 31 has had service of twenty (20) years or more, shall receive a vacation with pay of five (5) basic work weeks in the following calendar year.

F. Credited Service. For all employees hired after January 1, 1992 only service as an employee of the City of Medina will be credited for purposes of vacation eligibility.

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

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

A. Unused Vacation Time. Unused vacation time may be cumulative for not to exceed two (2) years and it will not be permissible for employees 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. Pay in Advance. Pay checks for regular pay days falling within a vacation period may be obtained in advance upon written request at least one pay period before the check is desired. No other pay checks will be advanced nor will any other pay period be split.

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

A. Resigns with proper notice of two (2) weeks of work

B. Is laid off on account of lack of work

C. Retires under the City's retirement or disability plan

D. Dies.

## ARTICLE 19 – SICK LEAVE

**Section 1.** Each full-time employee shall accumulate sick leave at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and approved sick leave, but not during a leave of absence, lay-off or other period in inactive pay status.

Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employees' immediate family. Unused sick leave shall be cumulative up to one hundred twenty (120) days, unless more than one hundred twenty (120) days are approved by the responsible administrative officer of the employing unit. The previously accumulated sick leave of an employee who has been separated from the City's service may be placed to his credit upon his re-employment in the City's service providing that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

**Section 2.** An employee shall be permitted to convert two (2) days (either ten (10) or eight (8) hours, depending on the employee's regular work day) of sick leave to two (2) days (either ten (10) or eight (8) hours) of additional stress time (as provided in Article 20) for each six (6) month period during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. The usage of stress time shall not be considered the usage of sick leave.

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

**Section4.** A city employee may elect, at the time of retirement from active service and with ten (10) or more years of service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment which may be made under this section shall be for forty-five (45) eight (8) hour days.

## 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.

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

## ARTICLE 21 – LONGEVITY PAY

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

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

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

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

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

## ARTICLE 22 – UNIFORM ALLOWANCE

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

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

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

## ARTICLE 23 – LEAVE OF ABSENCE

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

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

A. An employee granted an extended military leave may elect to be paid for any accumulated annual leave.

B. Employees on extended military leave shall continue to earn seniority credit for purposes of annual leave and promotional examination.

C. Upon return from extended military leave, employees will be reinstated to the same pay step of the pay schedule at which they were situated at the time of leave of absence. Thus, employees on extended military leave will receive any general salary adjustments that were granted during their absence to their job classifications. Employees on extended military leave do not earn time towards merit raises or longevity pay steps during the unpaid period of military leave. However, they shall retain such service time as they had at the time of leave of absence.

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

A. Group hospitalization insurance may be retained during a leave of absence in accordance with federal and state law.

B. Accumulated Benefits. Time toward sick, vacation, or longevity pay will not accumulate during the leave of absence. Upon return to work, the employee will be entitled to pre-leave status relative to accumulated sick, vacation, or longevity pay as well as pay range and step and job classification.

C. Step Increases. An employee who has been granted a leave of absence will not receive a step increase under Section 27.1 unless he or she has accumulated a total of nine (9) months active service during the prior calendar year.

D. Any employee who is called for jury duty during his normal working hours shall be entitled to leave for such service and shall be paid for such leave time at the usual rate for the applicable pay grade and step.

## 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 three (3) working days prior to departure.

**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. Twenty cents (20¢) per mile 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 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 five (5) working days after submission to the Finance Department.

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

**Section 7.** Upon receipt of or proof of having earned and maintained an EMT certification, associate degree in the law enforcement field or a four (4) year baccalaureate degree from an

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

## ARTICLE 25 – GROUP HOSPITALIZATION

**Section 1.** The City shall provide group hospitalization, surgical and dental insurance coverages or options to bargaining unit employees (except short-term temporary employees and those employed less than thirty (30) hours per week). A summary of insurance benefits that the City shall provide through December 31, 2014 is set forth in Attachment A. The insurance benefits shall be modified on January 1, 2015 as reflected in Attachment B.

Effective upon execution of this Agreement, the premiums for such plan shall be paid as follows:

A. Effective until December 31, 2014, the City shall pay ninety-two percent (92%) of the premium costs, and the bargaining unit member shall pay eight percent (8%) of the premium costs through payroll deduction.
Effective January 1, 2015, the City shall pay eighty-eight percent (88%) of the premium costs, and the bargaining unit member shall pay twelve percent (12%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations (see, Attachment C) by January 1, 2015 will not be eligible for a "wellness" discount and will pay sixteen percent (16%) as their premium contribution, commencing in December for the January premiums, through December 31, 2015. In order to qualify for the reduced premiums (12%) for January 1, 2016 and beyond, the employee must satisfy the wellness components identified in Attachment C by September 1, 2015 (employee premium incentives for October 2016 and beyond are referenced in Attachment C).

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

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

**Section 3.** Employees who are eligible to receive family coverage under any comprehensive group medical plan who opt not to participate in such program and execute an appropriate waive from will receive Four Hundred Dollars ($400.00) per month in lieu of medical insurance coverage.

**Section 4.** 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 5.** The City agrees that a representative of the bargaining unit shall participate in the study of health care coverage and premium cost issues with the City's Health Care Committee. Any agreed-upon resolution of healthcare program issues adopted by the Health Care Committee, and, in turn, approved by both the City and the Union, shall be incorporated into this Agreement.

## ARTICLE 26 – WAGES

**Section 1.** (A) Retroactive to July 1, 2014, members of the bargaining unit shall be compensated in accordance with the following two percent (2.0%) increase to pay grades and step increases as appropriate:

**DISPATCHERS**

| | A | B | C | D | E | F |
|---|---|---|---|---|---|---|
| Hourly | $16.65 | $17.48 | $18.35 | $19.27 | $20.23 | $21.24 |
| Annual (x 2080) | 34,632.00 | $36,358.40 | $38,168.00 | $40,081.60 | $42,078.40 | $44,179.20 |

(B) Effective the first pay following January 1, 2015, members of the bargaining unit shall be compensated in accordance with the following two percent (2.0%) increase to pay grades and step increases as appropriate:

| | A | B | C | D | E | F |
|---|---|---|---|---|---|---|
| Hourly | $16.98 | $17.83 | $18.72 | $19.66 | $20.64 | $21.67 |
| Annual (x 2080) | $35,318.40 | $37,086.40 | $38,937.60 | $40,892.80 | $42,931.20 | $45,073.60 |

(C) Effective the first pay following January 1, 2016, members of the bargaining unit shall be compensated in accordance with the following two percent (2.0%) increase to pay grades and step increases as appropriate:

| | A | B | C | D | E | F |
|---|---|---|---|---|---|---|
| Hourly | $17.32 | $18.19 | $19.10 | $20.06 | $21.06 | $22.11 |
| Annual (x 2080) | $36,025.60 | $37,835.20 | $39,728.00 | $41,724.80 | $43,804.80 | $45,988.80 |

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

## ARTICLE 27 – ADVANCEMENT WITHIN PAY RANGE

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

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

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

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

## ARTICLE 28 – SHIFT DIFFERENTIAL

**Section 1.** There is hereby granted a thirty-five cent ($.35) hourly pay differential for all hours between 4:00 p.m. and 7:00 a.m.

## ARTICLE 29 – LIFE INSURANCE

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

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

## ARTICLE 30 – SAVINGS CLAUSE

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

## ARTICLE 31 – RETENTION OF BENEFITS

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

## ARTICLE 32 – WAGE CONTINUATION PROGRAM

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

**Section 2.** QUALIFICATIONS

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

2. Competent medical proof of disability must be provided via form C-84 or Physician's Update and Physical Capabilities Form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. On the Clock Care of Medina General Hospital is the City's chosen provider.

3. The employee must complete a C-1, OD-1, or FROI-1 application and sign a wage agreement, medical release and an election form.

4. The City reserves the right to have the employee examined by a physician of its choice at the City's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of injury leave benefits.

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

**Section 3.** TERMINATION CONDITIONS

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

1. Attending physician releases employee to return to work.

2. Employee returns to work for another employer.

3. Employee fails to return to transitional "limited duty" assignment consistent with his/her medical restrictions and approved by the injured worker's treating physician.

4. Employee fails to appear for employer-sponsored medical examination.

5. Employee has reached maximum medical recovery and/or the condition has become permanent.

6. Regardless of the above conditions of termination, management may, at its sole discretion terminate injury leave benefits at any time of disability exceeds ninety (90) calendar days. The maximum claim allowed per employee is one hundred-eighty (180) calendar days per year.

7. The claim is found to be fraudulent after payment has commenced.

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

9. Employment termination.

## ARTICLE 33 – EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

## ARTICLE 34 – DURATION

**Section 1.** The term of this Agreement shall be from the date of ratification through October 31, 2016.

**Section 2.** Due to the contract expiration date of October 31, 2016, 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 25th day of November, 2014.

On Behalf of the
CITY OF MEDINA

Dennis T. Hanwell
Mayor, City of Medina

Patrick J. Berarducci
Chief of Police, City of Medina

On behalf of the
OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Gregory Huber, Esq.
Law Director, City of Medina

1659-13-02

| Enrollee Services | Enrollee Copays & Coverage Preferred Provider | Enrollee Copays & Coverage Non-Preferred Provider |
|---|---|---|
| Single - Calendar Year Deductible<br>(In-Network and Out-of-Network Deductibles are separate.) | $300*<br>(Only applies where noted) | $600<br>(Only applies where noted) |
| Family - Calendar Year Deductible<br>(In-Network and Out-of-Network Deductibles are separate.) | $600*<br>(Only applies where noted) | $1,200<br>(Only applies where noted) |
| Single - Calendar Year Out-of-Pocket Maximum | $500** | $3,000 |
| Family - Calendar Year Out-of-Pocket Maximum | $1,000** | $6,000 |
| Coinsurance<br>(**What the plan pays** after the deductible is met but before the out-of-pocket maximum is reached; after the out-of-pocket maximum is reached services are covered at 100% of Maximum Allowable Charge.) | 80% | 60% of SummaCare's Maximum Allowable Charge |
| Restricted Annual Limits Per Calendar Year<br>(Annual limit per member per calendar year for all Essential Benefits) | Unlimited | |
| Lifetime Benefit Maximum | Unlimited | |
| **Inpatient Hospital Services (Requires Prior Authorization):** | | Coverage Based on Maximum Allowable Charge |
| Inpatient Care<br>(Room & board) | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Surgery & Anesthesia | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Physician Services | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Medically Necessary Supplies & Services<br>(i.e., oxygen, blood, crutches, etc.) | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Rehabilitative Services | 80% (Subject to deductible) | 60% (Subject to deductible) |
| X-ray, Laboratory & Other Diagnostic Services | 80% (Subject to deductible) | 60% (Subject to deductible) |
| **Outpatient Services:** | | |
| Outpatient Surgery | 80% (Subject to deductible) | 60% (Subject to deductible) |
| **Maternity Services:** | | |
| Office Visits | $20 copay for initial visit | 60% (Subject to deductible) |
| Hospital Services<br>(48 hours for vaginal delivery; 96 hrs for Cesarean delivery. If discharged early, home care is covered for up to 72 hours after discharge) | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Prenatal-Postpartum Care | 80% (Subject to deductible) | 60% (Subject to deductible) |
| **Mental Health (Biologically Based) Services:**<br>(Refer to the Federal Mental Health Parity Rider for groups of 50 or more employees) | | |
| Inpatient | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Outpatient | $20 copay per visit | 60% (Subject to deductible) |

| Enrollee Services | Enrollee Copays & Coverage Preferred Provider | Enrollee Copays & Coverage Non-Preferred Provider |
|---|---|---|
| Mental Health (Non-Biologically Based) Substance Abuse/Alcohol Abuse Disorders (Refer to the Federal Mental Health Parity Rider for groups of 50 or more employees) | | |
| Inpatient | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Outpatient | $20 copay per visit | 60% (Subject to deductible) |
| Emergency/Urgent Care Services*** | | |
| Emergency Care<br>(Any hospital ER visit inside or outside the service area) | 100% coinsurance after co-pay; Copay waived if admitted<br>$0 copay | 100% maximum allowable charge after copay; Copay waived if admitted<br>$0 copay<br>(Subject to balance billing.) |
| Urgent Care<br>(Urgently needed care that is not life or limb threatening) | 100% coinsurance after copay; $20 copay | 60% coinsurance after copay; $25 copay |
| Medical Services: | | Coverage Based on Maximum Allowable Charge |
| Primary Physician Office Visits | $20 copay per visit | 60% (Subject to deductible) |
| Gynecological Visits | $20 copay per visit | 60% (Subject to deductible) |
| Consultation and Treatment by Specialist | $20 copay per visit | 60% (Subject to deductible) |
| Preventive Care<br>(Includes mammograms, immunizations, well child care and preventive services as defined by the United States Preventive Services Task Force under grades A and B preventive services. Refer to SummaCare's Health Care Reform Rider.) | 100% | 60% (Subject to deductible) |
| X-ray, Laboratory & Other Diagnostic Services | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Infertility Diagnosis | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Allergy Tests & Treatment | $20 copay per visit<br>(Injections only - no copay) | 60% (Subject to deductible) |
| Other Services: | | |
| Vision Exam | $20 copay per visit | 60% (Subject to deductible) |
| Skilled Nursing Facility | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Home Health Care | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Ambulance Services | 80% coinsurance after copay; $50 copay | 60% coinsurance after copay; $50 copay |
| Hospice Services | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Durable Medical Equipment | 80% (Subject to deductible) | 60% (Subject to deductible) |
| Rehabilitative Services | $20 copay per visit | 60% (Subject to deductible) |
| Chiropractic Services | $20 copay per visit | 60% (Subject to deductible) |
| Prescription Drugs | Separate drug riders apply and may be purchased by your employer. | |

*Benefits and services covered may be subject to change.

ATTACHMENT A

UnitedHealthcare

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

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

**Warning: If you or your family members are covered by more than one health care 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 the rules very carefully and compare them with the rules of any other plan that covers you or your family. Benefits are underwritten by United HealthCare Insurance Company.**

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

Questions: Call 1-800-377-5154 or visit us at welcometouhc.com. If you aren't clear about any of the terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy. **This is only a summary.** It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.



ATTACHMENT B

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

| Common Medical Event | Services You May Need | Your cost if you use a Network Provider | Your cost if you use a Non-Network Provider | Limitations & Exceptions |
|---|---|---|---|---|
| **If you visit a health care provider's office or clinic** | Primary care visit to treat an injury or illness | $20 copay per visit | 40% co-ins after ded. | If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply. Pre-authorization is required non-network for Genetic Testing – BRCA or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| | Specialist visit | $40 copay per visit | 40% co-ins after ded. | If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply. Pre-authorization is required non-network for Genetic Testing – BRCA or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| | Other practitioner office visit | $40 copay per visit of Manipulative (Chiropractic) services | 40% co-ins for Manipulative (Chiropractic) services after ded. | Limited to 15 visits of Manipulative (Chiropractic) services per calendar year. Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| | Preventive care / screening / immunization | No Charge | 40% co-ins* after ded. | Includes preventive health services specified in the health care reform law. *Deductible/co-ins may not apply to certain services. |
| **If you have a test** | Diagnostic test (x-ray, blood | 20% co-ins after ded. | 40% co-ins after ded. | Pre-Authorization is required non-network |

| Common Medical Event | Services You May Need | Your cost if you use a Network Provider | Your cost if you use a Non-Network Provider | Limitations & Exceptions |
|---|---|---|---|---|
| | work) | | | for sleep studies or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| | Imaging (CT / PET scans, MRIs) | 20% co-ins after ded. | 40% co-ins after ded. | Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| **If you need drugs to treat your illness or condition**<br><br>More information about **prescription drug coverage** is available at **myuhc.com** | Tier 1 – Your Lowest-Cost Option | Retail $15 copay<br>Mail-Order: $30 copay | Retail: $15 copay<br>Mail-Order: Not Covered | Provider means pharmacy for purposes of this section.<br>Retail: Up to a 31 day supply<br>Mail-Order: Up to a 90 day supply<br>You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us.<br>Certain drugs may have a Pre-Authorization requirement or may result in a higher cost. If you use a non-network Pharmacy, you are responsible for any amount over the allowed amount.<br>You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 Contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered.<br>Out of Pocket limit: $6,350 Individual / $12,700 Family Prescription drugs apply to the prescription drug Out-of Pocket-limit. |
| | Tier 2 – Your Midrange-Cost Option | Retail: $30 copay<br>Mail-Order: $60 copay | Retail: $30 copay<br>Mail-Order: Not Covered | |
| | Tier 3 – Your Highest-Cost Option | Retail: $50 copay<br>Mail-Order: $100 copay | Retail: $50 copay<br>Mail-Order: Not Covered | |
| | Tier 4 – Additional High-Cost Options | Not Applicable | Not Applicable | |
| **If you have outpatient surgery** | Facility fee (e.g., ambulatory surgery center) | 20% co-ins after ded. | 40% co-ins after ded. | Pre-Authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| | Physician / surgeon fees | 20% co-ins after ded. | 40% co-ins after ded. | None |
| **If you need immediate medical attention** | Emergency room services | $100 copay | Same as Network | Notification is required if confined in a non-Network Hospital. |

| Common Medical Event | Services You May Need | Your cost if you use a Network Provider | Your cost if you use a Non-Network Provider | Limitations & Exceptions |
|---|---|---|---|---|
| | Emergency medical transportation | $50 copay per transport | Same as Network | None |
| | Urgent care | $20 copay per visit | 40% co-ins after ded. | If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply. |
| If you have a hospital stay | Facility fee (e.g., hospital room) | 20% co-ins after ded. | 40% co-ins after ded. | Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| | Physician / surgeon fees | 20% co-ins after ded. | 40% co-ins after ded. | None |
| If you have mental health, behavioral health, or substance abuse needs | Mental / Behavioral health outpatient services | $20 copay per visit | 40% co-ins after ded. | Pre-Authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or $500. See your policy or plan document for additional information about EAP benefits. |
| | Mental / Behavioral health inpatient services | 20% co-ins after ded. | 40% co-ins after ded. | Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or $500. See your policy or plan document for additional information about EAP benefits. |
| | Substance use disorder outpatient services | $20 copay per visit | 40% co-ins after ded. | Pre-Authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or $500. See your policy or plan document for additional information about EAP benefits. |
| | Substance use disorder inpatient services | 20% co-ins after ded. | 40% co-ins after ded. | Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or $500. See your policy or plan document for additional information about EAP benefits. |
| If you become pregnant | Prenatal and postnatal care | 20% co-ins after ded. | 40% co-ins after ded. | Additional copays, deductibles, or co-ins may apply depending on services rendered. Your cost in this category includes Physician Delivery Charges. Network routine pre-natal care is covered |

| Common Medical Event | Services You May Need | Your cost if you use a Network Provider | Your cost if you use a Non-Network Provider | Limitations & Exceptions |
|---|---|---|---|---|
| | | | | at No Charge. |
| | Delivery and all inpatient services | 20% co-ins after ded. | 40% co-ins after ded. | Your cost for inpatient services only. Delivery see above. Inpatient Pre-Authorization may apply non-network or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| **If you need help recovering or have other special health needs** | Home health care | 20% co-ins after ded. | 40% co-ins after ded. | Limited to 60 visits per calendar year. Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| | Rehabilitation services | $20 copay per outpatient visit | 40% co-ins after ded. | Depending on the type of therapy, there may be a limit of 30-36 visits per calendar year. Pre-Authorization required for Physical, Occupational and Speech non-network or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| | Habilitative services | $20 copay per outpatient visit | 40% co-ins after ded. | Limits are combined with Rehabilitation Services limits listed above. |
| | Skilled nursing care | 20% co-ins after ded. | 40% co-ins after ded. | Limited to 120 days per calendar year. (combined with Inpatient Rehabilitation) Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| | Durable medical equipment | 20% co-ins after ded. | 40% co-ins after ded. | Pre-Authorization is required non-network for DME over $1,000 or benefit reduces to the lesser of 50% of eligible expenses or $500. Covers 1 per type of DME (including repair/replacement) every 3 years. |
| | Hospice service | 20% co-ins after ded. | 40% co-ins after ded. | Inpatient Pre-Authorization is required for non-network or benefit reduces to the lesser of 50% of eligible expenses or $500. |
| **If your child needs dental or eye care** | Eye exam | $20 copay per outpatient visit | 40% co-ins after ded. | Limited to 1 exam every 2 years. |
| | Glasses | Not Covered | Not Covered | No coverage for Glasses. |
| | Dental check-up | Not Covered | Not Covered | No coverage for Dental check-up. |

**Excluded Services & Other Covered Services**

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

**Your Rights to Continue Coverage:**
If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.
For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or visit http://www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or visit http://www.cciio.cms.gov.

**Your Grievance and Appeals Rights:**
If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or visit www.myuhc.com or Ohio Department of Insurance at 1-800-686-1526 or visit http://www.insurance.ohio.gov/Pages/default.aspx.
Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at www.dol.gov/ebsa/healthreform and http://cciio.cms.gov/programs/consumer/capgrants/index.html.

**Does this Coverage Provide Minimum Essential Coverage?**
The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

**Does this Coverage Meet the Minimum Value Standard?**
The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

**Language Access Services:**
Para obtener asistencia en Español, llame al 1-800-377-5154.
如果需要中文的帮助，请拨打这个号码 1-800-377-5154.
Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-377-5154.
Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-377-5154.

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

## About these Coverage Examples:

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

**This is not a cost estimator.**

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

See the next page for important information about these examples.

### Having a baby (normal delivery)

- ☐ **Amount owed to providers:** $7,540
- ☐ **Plan Pays** $6,540
- ☐ **Patient Pays** $1,200

**Sample care costs:**

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

**Patient pays:**

| | |
|---|---|
| Deductibles | $500 |
| Co-pays | $0 |
| Co-insurance | $500 |
| Limits or exclusions | $200 |
| **Total** | **$1,200** |

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

- ☐ **Amount owed to providers:** $5,400
- ☐ **Plan Pays** $4,620
- ☐ **Patient Pays** $780

**Sample care costs:**

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

**Patient pays:**

| | |
|---|---|
| Deductibles | $500 |
| Co-pays | $200 |
| Co-insurance | $280 |
| Limits or exclusions | $80 |
| **Total** | **$1060** |

# Questions and answers about Coverage Examples:

**What are some of the assumptions behind the Coverage Examples?**

- Costs don't include **premiums.**
- Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers.** If the patient had received care from out-of-network **providers**, costs would have been higher.
- If other than individual coverage, the Patient Pays amount may be more.

**What does a Coverage Example show?**

For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

**Does the Coverage Example predict my own care needs?**

✗ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

**Does the Coverage Example predict my future expenses?**

✗ No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

**Can I use Coverage Examples to compare plans?**

✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

**Are there other costs I should consider when comparing plans?**

✓ Yes. An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **co-payments**, **deductibles**, and **co-insurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call 1-800-377-5154 or visit us at welcometouhc.com. If you aren't clear about any of the terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy. **This is only a summary.** It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.

ATTACHMENT B

## ATTACHMENT C

### THE CITY OF MEDINA
### WELLNESS PROGRAM

In order to be eligible for the reduced premium contributions in December 2014 for the January 2015 premiums, the employee must:

1. Complete an annual Health Risk Analysis by December31, 2014, to be administered by the wellness provider. The Health Risk Analysis is comprised of:
    a. A Health Risk Questionnaire, including height, weight, body mass index (BMI), waist circumference.
    b. Biometric screening in the form of a blood draw that will measure:
        i. Total Cholesterol
        ii. High-density lipoprotein (HDL)
        iii. Glucose
        iv. Low-density lipoprotein (LDL)
        v. Triglycerides
        vi. Blood pressure
2. Establish a personal account with a wellness provider designated by the City by December 31, 2015.

In order to maintain the reduced premium contributions for December 2014 through December 31, 2016, the employee must:

After completion of a Health Risk Analysis in 2014 and 2015, participate in a Health-Contingent activities-only program[1] offered by the wellness provider. Under such a program, an employee is required to perform or complete activities related to a health factor or health risk in order to maintain the reduced premium and enter information on the City-designated wellness provider system, as of December 31, 2014 (to maintain the reduced premium beyond November 2014) and September 1, 2015 (to maintain the reduced premium beyond December 2015).

3. The parties agree, in concept, to the introduction of an outcomes-based component to the Wellness Program in 2017 for application to the 2018 rates. The parties agree to

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

discuss the introduction of the outcomes-based component in the 2016 Healthcare Committee meeting(s).

4. Unless negotiated otherwise by the parties, employees will be required to satisfy the requirements set forth above in Paragraphs 1 and 2 by September 1, 2016 in order to maintain a reduced premium-contribution rate beyond December 2016.

B

Police Department
December 18, 1998

Comparisons of various pension alternatives:

Assumptions

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

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

ATTACHMENT D