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COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF MEDINA

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Local 436

EFFECTIVE:
JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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ARTICLE 1
AGREEMENT

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

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

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

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

Section 5. References to the Medina Salary and Benefits Code are those in effect on January 1, 2012, notwithstanding any changes in the cited Code sections after January 1, 2012. The Medina Salary and Benefits Code will be inserted where applicable into this collective bargaining agreement as contract provisions.

ARTICLE 2
RECOGNITION

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

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

Department	Classification
Building	Inspectors Part-time Inspectors
Service	Custodian Building Maintenance and Repair

Parks	Laborer Mechanic
Cemetery	Sexton
Streets	Mechanic Machine Equipment Operator (MEO) Laborer
Water Treatment	Operator (System Tech)
Water Distribution	Machine Equipment Operator (MEO) Laborer Meter Service
City Engineer	Technician Manager Construction Manager Construction Inspector
Sanitation	Mechanic Machine Equipment Operator (MEO) Laborer

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

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

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

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

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

ARTICLE 3
DUES DEDUCTIONS AND FAIR SHARE FEE

Section 1. The Employer agrees to deduct initiation fees, re-initiation fees and entry fees as are regularly assessed by the Union in accordance with the Constitution and Bylaws of the Union. The Employer shall be free from any liability for any amounts so collected and remitted to the Union. The Union agrees to assume all liabilities with respect to such deductions.

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

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

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

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

Section 4. The Union shall certify the rate at which dues and fair share fees are to be deducted to the City Finance Director during January of each year.

ARTICLE 4
UNION REPRESENTATION

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

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

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

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

ARTICLE 5
EMPLOYEE RIGHTS

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

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

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

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

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

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

ARTICLE 6
NONDISCRIMINATION

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

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

ARTICLE 7
NO STRIKES

Section 1. During the term of this Agreement, the Union and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or

participate in any strike or other concerted activity affecting the City's operation, including sick outs, slowdowns, protests over safety or refusals to perform voluntary assignments. The Union shall promptly take all possible actions to prevent and to end any such concerted activity. Bargaining unit members engaging in a strike or concerted activity as contemplated herein may be disciplined up to, and including, discharge.

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

ARTICLE 8
TOTAL INTEGRATION

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

ARTICLE 9
WAIVER OF NEGOTIATIONS

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

ARTICLE 10
MANAGEMENT RIGHTS

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

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

> To manage and direct employees, including the right to hire, select, train, promote, transfer, assign, reassign, evaluate, retrain, layoff, and recall employees; to discipline employees for just cause; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to subcontract services; to determine the City's goals, objectives, budget programs and services, and to utilize personnel in a manner determined by the City to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure; to introduce technology and other modern methods; to promulgate and enforce

reasonable work rules, policies and procedures; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime, the amount of overtime required, and to assign mandatory overtime; to determine each department's budget and uses thereof; to maintain the security of records and other pertinent information; and to exercise all management rights outlined in O.R.C. § 4117.08(C)(1)-(9).

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

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

ARTICLE 11
PROBATION

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

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

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

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

ARTICLE 12
SENIORITY

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

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

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

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

ARTICLE 13
VACANCIES

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

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

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

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

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

If a vacancy for a full-time laborer position is not filled by the appointing authority with a full-time bargaining unit candidate through the process set forth in the preceding paragraph, the City shall post a vacancy notice for a second seven (7) calendar day period, including the first working day of the posting. A part-time bargaining unit employee, or his Union Steward, must submit a written request to the shift supervisor during the second posting period, or the employee has waived all rights to be considered eligible as a candidate for the full-time position vacancy. The City shall then interview part-time bargaining unit employees for the full-time position vacancy. Part-time bargaining unit candidates will not be subjected to a written test as a requirement for appointment to a full-time position.

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

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

ARTICLE 14
TRANSFERS AND ASSIGNMENTS

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

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

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

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

If an employee is assigned to perform work in a higher classification for four (4) hours or less, the employee shall receive four (4) hours of pay at a rate of pay seven percent (7%)

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

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

ARTICLE 15
LAYOFFS AND RECALLS

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

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

A. Part-time employees in the classification of the full-time person who is being laid off shall be laid off first.

B. Newly hired probationary employees in the bargaining unit are laid off next.

C. Full-time employees shall then be laid off by juniority in the affected classification of the affected department.

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

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

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

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

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

ARTICLE 16
HOURS OF WORK AND OVERTIME

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

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

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

Section 2. Employees required to work in excess of forty (40) hours in the scheduled seven (7) day work period shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay for all hours actually worked. Vacation time, comp time and holidays shall be considered hours worked for the purposes of calculating overtime. Sick time and any other paid or unpaid time off are not considered hours worked for calculating overtime.

Section 3. Employees may elect to accrue up to 120 hours of compensatory time in lieu of overtime annually. All compensatory time over 100 hours at the end of each calendar year shall be cashed out. Compensation time requests must be approved in writing in advance by the department head. A minimum of forty-eight (48) hours' notice

must be provided. All overtime earned working for another Department must be taken as overtime pay. Compensatory time can only be earned in your home Department.

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

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

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

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

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

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

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

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

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

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

Section 9. Water Department Remote Monitoring. Employees of the Water Department may be assigned the duties of monitoring the water system by a remote computer link using the Water Department laptop computer. Any employee assigned the duty of remote monitoring shall receive two (2) hours of pay at the overtime rate of pay for each day he is assigned the monitoring duty. Should the employee be required to respond to the City facility to maintain the water system, the employee shall receive two (2) hours of pay at the overtime rate of pay for each on-site response. The employee shall be required to keep a time log sheet and document all hours actually spent monitoring the water system. The employee shall receive compensation for all hours actually worked above the two (2) hour minimum at the employee's applicable rate of pay.

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

ARTICLE 17
WORK RULES

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

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

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

implement the work rule and the Union may challenge the rule through the grievance procedures.

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

ARTICLE 18
DISCIPLINE

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

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

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

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

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

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

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

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

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

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

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

Discipline	Time Period
a. Written Warning/Reprimand	eighteen (18) months
b. Suspensions and Reassignments	eighteen (18) months

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

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

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

ARTICLE 19
GRIEVANCE PROCEDURE

Grievances shall be resolved according to the procedures outlined below.

GREIVANCE EVENT ACTUALLY OCCURS	
Informal Step	Discussion with immediate supervisor and verbal answer within two (2) days after discussion.
Step 1: Department Head **Seven (7) day filing deadline.**	Written grievance filed with department head within seven (7) days after immediate supervisor's Informal Step answer, but no longer than ten (10) days total from when the grievance event actually

	occurred. Department head must schedule meeting with the grievant, consider merits of the grievance, and provide a written final answer within ten (10) days after receiving the employee's grievance from the Informal Step.
Step 2: Service Director* **Seven (7) day filing deadline.**	Grievance filed with Service Director within seven (7) days after the department head's Step 1 response. Service Director reviews grievance claim and, if necessary, consults with the department head or the grievant to review the merits of the grievance and the City's answer to the claim. Service Director provides answer to the grievant within seven (7) days of receiving the grievance at Step 2.
Step 3: Arbitration **Ten (10) day filing deadline.**	Demand for arbitration submitted to the Service Director within ten (10) days after Service Director's answer at Step 2. Parties select arbitrator from panel listed under Arbitration Procedure. Hearing date must be established within fourteen (14) days after the arbitrator has accepted the appointment.

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

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

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

(a) aggrieved employee(s) name and signature;
(b) aggrieved employee(s) classification;
(c) date grievance was first discussed;
(d) name of supervisor with whom grievance was discussed;
(e) date grievance was filed in writing;
(f) date and time grievance occurred;

(g) where grievance occurred;
(h) description of incident giving rise to the grievance;
(i) articles and sections of Agreement violated; and
(j) resolution requested.

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

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

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

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

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

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

Section 6. Arbitration Rules.

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

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

(a) make any decisions contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.

(b) make any decisions granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated; and

(c) make any decisions concerning the establishment of wage scales.

(d) Reduce or dismiss any employee discipline where the City has proven just cause for the level of discipline.

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

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

ARTICLE 20
SICK LEAVE

Section 1. Each full-time bargaining unit employee shall be entitled, for each completed eighty (80) hours of service, sick leave of four and six-tenths (4.6) hours based on the employee's regular hourly wage. Unused sick leave shall be cumulative without limit. Any sick leave used for purposes that are FMLA qualifying shall be credited against any unpaid time available under the FMLA.

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

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

from sick leave, the employee shall submit to the department head a sick leave absence card confirming the sick leave hours taken off.

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

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

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

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

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

Section 7. In addition to sick leave accrued in Section 1 above, each City employee shall be entitled to sick leave of thirty (30) days annually with pay, upon approval of the responsible administrative officer of the employing unit, for absence due to injury or occupational disease, where such injury has occurred or occupational disease has been contracted in the course of employment with the City of Medina, provided the same was not purposely self-inflicted. Unused sick leave under this section shall not be cumulative. The responsible administrative officer of the employing unit may require the employee to furnish a satisfactory affidavit that this absence was caused by injury or illness while working on the job for the City.

Section 8. A City employee may elect, at the time of retirement from the active service and with ten (10) or more years of service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be

based on the employee's rate of pay at the time of retirement. Payment for sick leave credit on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment that may be made under this section shall be forty-five (45) eight (8) hour days.

Section 9. With prior written approval from their supervisors, full-time employees shall be allowed to use two (2) days of sick leave annually as personal days.

ARTICLE 21
FUNERAL LEAVE

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

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

ARTICLE 22
HOLIDAYS

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

New Year's Day	First Day in January
Martin Luther King Day	Third Monday in January
President's Day	Second Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth Day in July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	Twenty-Fifth Day in December

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

Section 3. If an employee works on a holiday in Section 1 as a normal part of the employee's schedule, the employee will be paid time and one-half (1 ½) the employee's

regular rate of pay for all hours actually worked, plus eight (8) hours of holiday pay. Employees who do not work on any of the holidays listed in Section 1 are just paid holiday pay.

Section 4. If an employee is not regularly scheduled to work on the day on which a holiday falls and is called in to work and works Martin Luther King Day, Presidents' Day, Columbus Day, or Veteran' Day, the employee will be paid time and one-half (1 ½) the employee's regular rate of pay for all hours actually worked on the holiday, plus eight (8) hours of holiday pay.

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

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

Section 6. Part-time employees who work on a weekend or holiday shall be paid one and one-half (1 ½) their hourly base rate for all hours actually worked.

ARTICLE 23
JURY DUTY

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

ARTICLE 24
VACATIONS

Section 1. Each full-time employee shall be entitled to paid vacation in accordance with the following schedule as set forth in Section 31.13 of the City of Medina Salary and Benefits Code:

> An employee who on December 31 has had credited service of less than one (1) full year with the City of Medina will receive a vacation with pay in the succeeding calendar year according to the following schedule:
>
> Less than one (1) year of credited service and not over five (5) years, one (1) day for each full month of service with the City of Medina, but not to exceed two (2) basic work weeks.

At least five (5) years of credited service, but less than eleven (11) years of public service, one and one-half (1 ½) days for each full month of service with the City of Medina, but not to exceed three (3) basic work weeks.

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

Twenty (20) years of credited service or more, two and one-half (2 ½) days for each full month of service with the City of Medina, but not to exceed five (5) basic work weeks.

Section 2. A part-time employee employed by the City of Medina shall earn one (1) vacation day at seven (7) hours pay for every month worked up to a maximum of seven (7) days' vacation in a calendar year to be awarded on January First (1).

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

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

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

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

Section 7. Any employee who resigns, is terminated, retires, or is separated from employment by the City because of a reduction in force will receive pay for the unused and accrued vacation time. In the case of resignation, the employee shall give two (2)

weeks' notice in writing to the department head to be eligible for such payment. The money shall be paid the pay period following separation.

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

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

ARTICLE 25
PAYROLL

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

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

ARTICLE 26
INSURANCE BENEFITS

Section 1.

The City shall provide group hospitalization, surgical and dental insurance coverages or options to full time employees. A summary of insurance benefits that the City shall provide effective January 1, 2012 is set forth in Attachment A. The insurance benefits shall be modified on January 1, 2013 as reflected in Attachment B.

The premiums for such plan shall be paid as follows:

The City shall pay ninety-two percent (92%) of the premium costs.

The bargaining unit member shall pay eight percent (8%) of the premium costs through payroll deduction.

Section 2. The City retains the right, in its sole discretion, to change insurance carriers, provided the benefits under the policy with the new carrier are comparable to or better than the benefits provided to bargaining unit employees as of the effective date of this Agreement. Insurance benefits are comparable even if employee deductibles, co-pays, coinsurance levels, or payments for prescription drugs increase to maintain comparable or better coverage.

Section 3. 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, will receive the same compensation as other City of Medina employees pursuant to Section 31.16 of the City of Medina Salaries and Benefits

Code. Employees who are eligible to receive family coverage under any comprehensive group medical plan that elect not to participate in such family coverage and instead, elect single coverage and execute an appropriate waiver form, will receive the same compensation as other City of Medina employees pursuant to Section 31.16 of the City of Medina Salaries and Benefits Code.

Section 4. The City shall provide each full-time employee with a $25,000 paid life insurance policy in accordance with the rules of the carrier.

ARTICLE 27
HEALTH AND SAFETY

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

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

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

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

ARTICLE 28
CALL IN PAY

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

ARTICLE 29
LABOR-MANAGEMENT CONFERENCES

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

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

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

(a) Administration of this Agreement;

(b) Notification of the Union of changes made by the City that affect bargaining unit employees;

(c) Discussion of grievances that have not been processed beyond the final step of the established grievance process, only if such discussion is mutually agreed to by the City and the Union or bargaining unit members;

(d) Dissemination of general information of interest to the parties;

(e) Sharing of perspectives of bargaining unit members with management and discussion of proposed suggestions concerning items of concern or interest to bargaining unit employees;

(f) Discussion of ways in which to increase productivity and efficiency of work units; and employees;

(g) Consideration and discussion and health and safety matters relating to bargaining unit employees.

ARTICLE 30
SUBCONTRACTING AND SEASONAL EMPLOYEES

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

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

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

ARTICLE 31
JOB DESCRIPTION

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

ARTICLE 32
TOOLS

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

ARTICLE 33
EMPLOYEE UNIFORMS

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

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

Section 3. In addition to their uniforms, new hires, part-time employees, and full-time employees shall receive up to a one hundred fifty dollars ($150.00) annual shoe allowance. Purchases must be turned in by October thirty-first (31) for the purchase of ASTM-ANSI approved work shoes or work boots. New hires must complete their probationary period to be eligible for a shoe allowance.

Section 4. The City shall provide all employees with work gloves, rain gear and rubber boots or rubber shoes as necessary and is job related. Abuse or carelessness by an employee may lead to revoking this benefit for that employee. At the employee's option, the employee shall receive a one hundred dollar ($100.00) outerwear allowance for the employee to purchase winter outerwear during the life of this agreement. Any outerwear

purchased must have safety reflective stripes to be approved for payment. New hires must complete their probationary period to be eligible for an outerwear allowance.

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

ARTICLE 34
CDL LICENSES

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

ARTICLE 35
LEAVES OF ABSENCE

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

ARTICLE 36
WAGES

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

January 1, 2012	1.5%
January 1, 2013	2.0%
January 1, 2014	2.5%

TEAMSTERS CONTRACT
2012 PAYSCALE

Pay Grade		A	B	C	D	E	F
	Part-Time	15.27					
9	Construction Inspector	19.33	20.29	21.30	22.37	23.49	24.66
10		20.29	21.30	22.37	23.49	24.66	25.89

11	Senior Construction Inspector	21.30	22.37	23.49	24.66	25.89	27.18
12		22.37	23.49	24.66	25.89	27.18	28.54
14	Building/Electrical/HVAC Inspector	24.66	25.89	27.18	28.54	29.97	31.47
16	Building/Combination Inspector	27.18	28.54	29.97	31.47	33.04	34.69
31	Laborer Building & Properties Custodian	15.28	16.04	16.84	17.68	18.56	19.49
32	Sexton Building Maintenance & Repair	16.04	16.84	17.68	18.56	19.49	20.46
33	Water System Testing Tech	16.84	17.68	18.56	19.49	20.46	21.48
34	Motor Equipment Operator	17.68	18.56	19.49	20.46	21.48	22.55
35	Water Operations Technician	18.56	19.49	20.46	21.48	22.55	23.68
36		19.49	20.46	21.48	22.55	23.68	24.86
37		20.46	21.48	22.55	23.68	24.86	26.10
32.5	Meter Tech	16.52	17.35	18.22	19.13	20.09	21.09
34.5	Mechanic	18.95	19.90	20.90	21.95	23.05	24.20

TEAMSTERS CONTRACT
2013 PAYSCALE

Pay Grade		A	B	C	D	E	F
	Part-Time	15.57					
9	Construction Inspector	19.71	20.70	21.74	22.83	23.97	25.17
10		20.70	21.74	22.83	23.97	25.17	26.43
11	Senior Construction Inspector	21.74	22.83	23.97	25.17	26.43	27.75
12		22.83	23.97	25.17	26.43	27.75	29.14
14	Building/Electrical/HVAC Inspector	25.17	26.43	27.75	29.14	30.60	32.13
16	Building/Combination Inspector	27.75	29.14	30.60	32.13	33.74	35.43

31	Laborer Building & Properties Custodian	15.58	16.36	17.18	18.04	18.94	19.89
32	Sexton Building Maintenance & Repair	16.36	17.18	18.04	18.94	19.89	20.88
33	Water System Testing Tech	17.18	18.04	18.94	19.89	20.88	21.92
34	Motor Equipment Operator	18.04	18.94	19.89	20.88	21.92	23.02
35	Water Operations Technician	18.94	19.89	20.88	21.92	23.02	24.17
36		19.89	20.88	21.92	23.02	24.17	25.38
37		20.88	21.92	23.02	24.17	25.38	26.65
32.5	Meter Tech	16.85	17.70	18.59	19.52	20.50	21.53
34.5	Mechanic	19.33	20.30	21.32	22.39	23.51	24.69

TEAMSTERS CONTRACT
2014 PAYSCALE

Pay Grade		A	B	C	D	E	F
	Part-Time	15.96					
9	Construction Inspector	20.20	21.22	22.28	23.39	24.56	25.79
10		21.22	22.28	23.39	24.56	25.79	27.08
11	Senior Construction Inspector	22.28	23.39	24.56	25.79	27.08	28.43
12		23.39	24.56	25.79	27.08	28.43	29.85
14	Building/Electrical/HVAC Inspector	25.79	27.08	28.43	29.85	31.34	32.91
16	Building/Combination Inspector	28.43	29.85	31.34	32.91	34.56	36.29
31	Laborer Building & Properties Custodian	15.97	16.77	17.61	18.49	19.41	20.38
32	Sexton Building & Maintenance Repair	16.77	17.61	18.49	19.41	20.38	21.40
33	Water System Testing Tech	17.61	18.49	19.41	20.38	21.40	22.47
34	Motor Equipment Operator	18.49	19.41	20.38	21.40	22.47	23.59

35	Water Operations Technician	19.41	20.38	21.40	22.47	23.59	24.77
36		20.38	21.40	22.47	23.59	24.77	26.01
37		21.40	22.47	23.59	24.77	26.01	27.31
32.5	Meter Tech	17.28	18.14	19.05	20.00	21.00	22.05
34.5	Mechanic	19.81	20.80	21.84	22.93	24.08	25.28

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

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

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

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

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

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

ARTICLE 37
DURATION

Section 1. This Agreement shall be effective from January 1, 2012 through December 31, 2014.

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

ARTICLE 38
SIGNATURES

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed as of this 31 day of January 2012.

FOR THE CITY OF MEDINA

Dennis T. Hanwell, Mayor

Nino Piccoli, Service Director

FOR TEAMSTERS LOCAL 436

Gary M. Tiboni, President

Christopher J. Pavone, Vice-President

John Fortesque, Secretary / Treasurer

APPROVED AS TO FORM:

Greg Huber, Law Director

APPROVED AS TO CONTENT:

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

1659-11-02

Ord. 17-12
Exh. A

CITY OF MEDINA PPO PLAN OPTION EFFECTIVE JANUARY 1, 2012*

Enrollee Services	Enrollee Copays & Coverage Preferred Provider	Enrollee Copays & Coverage Non-Preferred Provider
Single - Calendar Year Deductible (In-Network and Out-of-Network Deductibles are separate.)	$200* (Only applies where noted)	$400 (Only applies where noted)
Family - Calendar Year Deductible (In-Network and Out-of-Network Deductibles are separate.)	$400* (Only applies where noted)	$800 (Only applies where noted)
Single - Calendar Year Out-of-Pocket Maximum	$400**	$3,000
Family - Calendar Year Out-of-Pocket Maximum	$800**	$6,000
Coinsurance **(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 (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 (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 (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 (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: (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)

CITY OF MEDINA PPO PLAN OPTION EFFECTIVE JANUARY 1, 2012*

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 (Any hospital ER visit inside or outside the service area)	100% coinsurance after co-pay; Copay waived if admitted $0 copay	100% maximum allowable charge after copay; Copay waived if admitted $0 copay (Subject to balance billing.)
Urgent Care (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 (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 (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

Ord. 17-12
Exh. B

CITY OF MEDINA PPO PLAN OPTION EFFECTIVE JANUARY 1, 2013*

Enrollee Services	Enrollee Copays & Coverage Preferred Provider	Enrollee Copays & Coverage Non-Preferred Provider
Single - Calendar Year Deductible (In-Network and Out-of-Network Deductibles are separate.)	$300* (Only applies where noted)	$600 (Only applies where noted)
Family - Calendar Year Deductible (In-Network and Out-of-Network Deductibles are separate.)	$600* (Only applies where noted)	$1,200 (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 (**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 (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 (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 (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 (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: (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)

CITY OF MEDINA PPO PLAN OPTION EFFECTIVE JANUARY 1, 2013*

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 (Any hospital ER visit inside or outside the service area)	100% coinsurance after co-pay; Copay waived if admitted $0 copay	100% maximum allowable charge after copay; Copay waived if admitted $0 copay (Subject to balance billing.)
Urgent Care (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 (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 (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 B

ORDINANCE NO. 17-12

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

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

SEC. 1: That the Agreement between the City of Medina and the International Brotherhood of Teamsters, Local 436, is hereby ratified for various part-time and full time Service, Building, Engineering, and Parks and Recreation employees.

SEC. 2: That a copy of the Agreement is marked Exhibit A, attached hereto and made a part hereof and subject to the final approval of the Law Director.

SEC. 3: That 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 took effect January 1, 2012; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: **January 23, 2012** **SIGNED:** **John M. Coyne, III**
President of Council

ATTEST: **Kathy Patton**
Clerk of Council

APPROVED: **January 24, 2012**

SIGNED: **Dennis Hanwell**
Mayor

Effective: January 1, 2012 through December 31, 2014