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03/18/2014

**AGREEMENT**

**BETWEEN THE**

**CITY OF STOW**

**AND**

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**STOW COMMUNICATION SPECIALIST/DISPATCHER UNIT**

**(DISPATCHERS)**

**EFFECTIVE: JULY 1, 2012**  
**EXPIRES: DECEMBER 31, 2014**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE I	PURPOSE	1
ARTICLE II	RECOGNITION	1
ARTICLE III	SUBJECT MATTER OF NEGOTIATIONS	1
ARTICLE IV	BARGAINING UNIT	3
ARTICLE V	PERSONNEL EXCLUDED FROM THE BARGAINING UNIT	3
ARTICLE VI	UNION REPRESENTATION & LABOR-MANAGEMENT COMMITTEE	3
ARTICLE VII	UNION SECURITY- CHECK-OFF & FAIR SHARE FEE	4
ARTICLE VIII	SAFETY AND HEALTH	5
ARTICLE IX	USE OF CITY FACILITIES	6
ARTICLE X	COVERED EMPLOYEES' GRIEVANCE PROCEDURE	6
ARTICLE XI	DISCIPLINARY PROCEDURE	8
ARTICLE XII	CLASSIFICATIONS AND PROBATIONARY PERIODS	9
ARTICLE XIII	PROMOTIONS	10
ARTICLE XIV	LAYOFF AND RECALL PROCEDURE	10
ARTICLE XV	WAIVER IN CASE OF EMERGENCY	12
ARTICLE XVI	USE OF SUPERVISORY AND MANAGEMENT EMPLOYEES	13
ARTICLE XVII	WAGES/COMPENSATION SCHEDULE	14
ARTICLE XVIII	MISCELLANEOUS FINANCIAL PROVISIONS	16
ARTICLE XIX	MAJOR MEDICAL-HOSPITALIZATION/LIFE INSURANCE BENEFITS	19
ARTICLE XX	LONGEVITY PAY	21
ARTICLE XXI	VACATION	22
ARTICLE XXII	SICK LEAVE	24
ARTICLE XXIII	REST ROOMS, BREAKS, AND RELATED MATTERS	27
ARTICLE XXIV	HOLIDAYS	27
ARTICLE XXV	UNPAID LEAVES OF ABSENCE	29
ARTICLE XXVI	JURY DUTY	29
ARTICLE XXVII	MILITARY LEAVE WITH PAY	29
ARTICLE XXVIII	UNIFORM ALLOWANCE	30
ARTICLE XXIX	EXTRAORDINARY LEAVE	31
ARTICLE XXX	NON-DISCRIMINATION	31
ARTICLE XXXI	SUCCESSOR AND SAVINGS CLAUSES	31
ARTICLE XXXII	ENTIRETY OF AGREEMENT; TOTAL AGREEMENT	31
ARTICLE XXXIII	SENIORITY	32
ARTICLE XXXIV	SUBSTANCE TESTING	33
ARTICLE XXXV	TERM OF AGREEMENT	34

**ARTICLE I**            **PURPOSE**

1.01            This Agreement is entered into between the City of Stow, Ohio, hereinafter referred to as the City, and the Ohio Patrolmen's Benevolent Association, Stow Communication Specialist/Dispatcher (i.e. Dispatchers) unit, hereinafter referred to as the Union, or "O.P.B.A.", to achieve better understanding and to provide a peaceful adjustment of differences between the parties.

1.02            The purpose of this agreement is to provide for collective bargaining on all matters regarding wages, hours, terms, and other conditions of employment for employees covered under this agreement. The pronoun "him" will be used throughout this agreement to represent references to either him or her. Also, the general term "dispatcher" will, at times, be used to refer to Dispatchers, Communication Specialist/Dispatchers I, or Communication Specialist/Dispatchers II. In addition, for the purposes of formal recognition by the State Employment Relations Board, the basic, general classification for all employees in the bargaining unit will be considered to be "dispatcher", except as may be noted for the communication specialist/dispatcher coordinator.

**ARTICLE II**            **RECOGNITION**

2.01            The Ohio Patrolmen's Benevolent Association, Stow Communication Specialist/Dispatcher Unit, (i.e. dispatchers) is hereby recognized as the sole and exclusive bargaining agent for the employees in the bargaining unit, as spelled out in Article IV of this agreement.

2.02            The Union (O.P.B.A.) shall furnish the City with an official roster of its local officers and representatives, to be kept current at all times. It shall include the following:

1. Name,
2. Address,
3. Home Telephone Number, and
4. Department

**ARTICLE III**            **SUBJECT MATTER OF NEGOTIATIONS**

3.01            All of the following current and future matters are subject to collective bargaining:

1. Wages and Fringe Benefits
2. Hours of Work
3. Terms and Conditions of Employment

3.02            Except as expressly and specifically limited or modified by express reference hereto, it is agreed that the City has and shall retain, without regard to frequency of exercise, all rights to operate and manage its affairs and employees which are explicitly or implicitly conferred on the City by constitution, statute or any other source of law.

By mutual agreement between the Union and the City, the following are the exclusive rights and responsibilities of the City:

1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget and appropriations, utilization of technology, and organizational structure;
2. To direct, supervise, evaluate, or hire and select employees;
3. To maintain and improve the efficiency and effectiveness of City operations;
4. To determine the overall work methods, processes, means, equipment or personnel by which City operations are to be conducted;
5. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain and classify employees;
6. To determine the adequacy, size and composition of the work force, including the necessity for overtime;
7. To determine employment standards and job classifications
8. To determine the overall mission of the City as a unit of government
9. To effectively manage the work force
10. To take actions to carry out the mission of the City as a governmental unit
11. To establish, consolidate, expand or transfer work processes or facilities or to consolidate, merge or transfer its property, processes or work to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work.

3.03 This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements of the parties prior hereto, except as set forth herein in writing or as expressly continued herein. Any amendments hereto shall be set forth in writing and made part of this Agreement. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the City and/or any City official. Nor shall this agreement be construed as transferring or eliminating the right of the Union to bargain collectively for all covered employees. This Agreement shall be recognized as requiring the City and the Union to follow the provisions herein prescribed to the extent they are applicable in the exercise of the authority conferred upon them by law.

**ARTICLE IV            BARGAINING UNIT**

4.01            Except as they may be excluded according to the provisions of Article V, the following classifications shall comprise the Union bargaining unit and are hereby provided full coverage under the terms and conditions of this agreement immediately upon employment with the City:

1.            Full-time Dispatcher (see Article XVII for modification of dispatcher classification, effective January 1, 1994)
2.            Full-time Communication Specialist/Dispatcher I (also generally referred to as dispatcher)
3.            Full-time Communication Specialist/Dispatcher II (also generally referred to as dispatcher)
4.            Full-time Communication Specialist/Dispatcher Coordinator

**ARTICLE V            PERSONNEL EXCLUDED FROM THE BARGAINING UNIT**

5.01            The following are excluded from the bargaining unit:

1.            Dispatchers or Communication Specialist/Dispatchers I or II not employed, working or classified as full-time.
2.            Any employee, person, or classification not included within the bargaining unit, as specified in Article IV.

**ARTICLE VI            UNION REPRESENTATION & LABOR-MANAGEMENT COMMITTEE**

6.01            The Union's duly constituted representatives shall have the following rights and duties:

1.            To represent and negotiate on behalf of said covered employee(s) on matters directly pertaining to employer-employee labor relations in the areas of wages, hours, or terms and conditions of employment under this agreement;
2.            To represent covered employee(s) in grievances in accordance with Article X, covered employees' grievance procedure, when requested by such covered employee(s);
3.            To represent covered employee(s), when requested by such covered employee(s), in disciplinary and working site safety and related health matters, reasonably related to job performance, excluding personal health matters;

4. To be present, without intervening, at the adjustment of grievances when the covered employee has chosen not to have Union representation; and
5. To represent employees on the labor-management committee, which shall be comprised of equal membership from the Union and the City and shall meet regularly to consider and resolve issues and common problems mutually determined by the 'Union' and the City to be in the interests of the parties.

6.02 The Bargaining Unit may select one (1) steward and one (1) alternate steward who shall represent the covered employees when appropriate. A total of one steward or an alternate steward shall be excused, at no loss of pay or benefits, for such amount of time during working hours as may be approved, in advance, by the City, to investigate and process grievances, disciplinary matters, safety and health matters, or any matter covered under this agreement. The City shall not arbitrarily withhold such time-off.

The alternate steward shall act as steward only when the steward is absent, unavailable, or personally involved in the grievance, disciplinary action, or safety and health matter presented.

6.03 Solicitation of membership and other internal Union business shall be conducted only during the non-work time of all employees concerned. Such prohibition shall not pertain to matters relating directly to collective bargaining, covered employee grievances or covered employee discipline as long as prior City approval is obtained. Such approval shall not be unreasonably withheld.

6.04 Concerning the classifications within the bargaining unit, all administrative matters and discussions, except grievances filed under Article X, shall remain confidential when required by the law or departmental rule or regulation, and the right of representation shall not extend to disclosures of confidential information outside the department. When requested by either or both parties, grievances may be heard in executive session when confidential matters of the department are involved. Any unauthorized breach of confidentiality shall constitute the basis of disciplinary action under Article XI, herein.

## **ARTICLE VII      UNION SECURITY - CHECK-OFF AND FAIR SHARE FEE**

7.01 Check-off - during the term of this agreement between the City and the Union, the City will check-off current monthly dues, fees and/or assessments as designated by the treasurer of the Ohio Patrolmen's Benevolent Association, Stow Communication Specialist/Dispatcher (Dispatchers) Unit on the basis of individually signed voluntary check-off authorization cards for Union members. Dues shall be deducted from the first pay of each month. Dues deductions, on the basis of member(s)' authorization cards submitted to the City, shall commence in the month in which the City receives such authorization card(s) or in which said card(s) becomes effective, whichever is later. The amount to be deducted shall be certified to the City payroll officer by the treasurer of the Union. One (1) month advance notice must be given to the City payroll officer prior to making any changes in member employees' dues deductions or other deductions. The City shall furnish to the treasurer of the Union payment in the aggregate amount of the deductions with an alphabetical listing

of the employees from whom the deductions were made. Every effort shall be made to transmit said payment and list to the Union no later than the tenth working day following the payday in which the deductions were made.

7.02 Indemnifications - the Union shall indemnify, save and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon said authorization card furnished to the City by the Union or other actions taken by the City for the purposes of complying with this article.

7.03 Fair Share Fee - Each bargaining unit employee hired after June 6, 2003, who does not become a member in good standing with the Union after 60 days of employment, shall pay a fair share fee to the Union as a condition of employment. Each bargaining unit employee who was employed on or prior to June 6, 2003, shall not be required to pay a fair share fee.

The fair share fee shall be in an amount certified to the Employer by the Union. The deduction of the fair share fee from the employee's paycheck shall be automatic and does not require the written authority from the employee. Payment to the Union of the fair share fees deduction shall be made in accordance with the regular dues deduction as provided herein.

## **ARTICLE VIII SAFETY AND HEALTH**

8.01 Responsibilities - the City and the Union agree that safety of the covered employees is the mutual concern of both parties and should be addressed in this agreement.

8.02 Protective Equipment - protective equipment shall be required by the City when the City determines the equipment to be reasonably necessary to protect its covered employees from injury, or safety and health hazards. Such protective equipment shall be provided by the City and shall be required to be worn upon the reasonable directive of the covered employee's immediate supervisor; provided, however, such protective equipment, or the absence thereof, shall not constitute a failure to meet any specific workers' compensation or O.S.H.A. safety standards.

8.03 First Aid Kits - fully supplied first aid kits shall be made available in the police and fire departments.

8.04 Reporting - all covered employees shall promptly report in writing to their management supervisor any unsafe working conditions. Covered employees shall not be required to perform unduly hazardous work where he or she may be exposed to an imminent risk of serious health hazard, injury or death. In order to provide necessary information for the certification of workers' compensation claims, unless the covered employee is hospitalized, all covered employees involved in an accident on the job shall report in writing such accident to their management supervisor within twenty-four (24) hours after such occurrence. If circumstances make it impossible to do so, the written report shall be submitted as soon as is reasonably possible thereafter, including the reason(s) why the report was not filed within twenty-four (24) hours. The supervisor shall fill out a written supervisor's report on all reported accidents. Upon request by the covered employee or the Union, a copy of said report shall be furnished.

8.05 Medical Exams - upon providing notification and reason to the employee, a medical examination may be requested or required by the City at the time of initial hiring or, as a result of an accident, injury, or serious illness involving a bargaining unit employee. Said exam, if requested or required by the City, shall be at no loss of pay or benefits or cost to said employee. The covered employee and the City shall be given, within forty-eight (48) hours of an examination, a full copy of said exam and complete access to its results and interpretations. Prior to any fitness for duty examination required by the City, the employee will be notified of such reason which shall include evidence of actual impairment to job performance. On an annual basis, the City shall provide hearing tests to bargaining unit employees.

8.06 Substantiation of Sick Leave Use - the provisions of this article shall not interfere with the requirements of covered employees to provide substantiation of sick leave use.

## **ARTICLE IX USE OF CITY FACILITIES**

9.01 The City bulletin boards may be used by the Union for notices regarding the following:

1. Recreational and social affairs of the Union;
2. Union elections and nominations;
3. Union meetings;
4. Reports of Union committees; and
5. Rulings or policies of the O.P.B.A. or the local bargaining unit.

9.02 Any materials so posted shall not contain anything political or anything reflecting upon the City or any of its officials or employees, and shall be signed by an official representative of the Union. The City of Stow shall be permitted to remove any posted material not in conformance with the provisions of this article. The City shall notify the Union of any such removals in writing within twenty-four (24) hours of any such removal.

## **ARTICLE X COVERED EMPLOYEES' GRIEVANCE PROCEDURE**

10.01 Grievance - a grievance is a dispute between the City and the Union, or a covered employee or group of covered employees as to the interpretation, application, or violation of any terms or provisions of this agreement relating to wages, hours, or terms and conditions of employment.

10.02 Any grievance shall be remedied through the following procedure:

Step 1 - Any covered employee(s) shall attempt to resolve any controversy, difference or dispute with their immediate supervisor before proceeding with the subsequent steps governing grievance procedures.

Step 2 - If not settled in step 1, the covered employee(s) shall present his/her written grievance to the department manager or his/her designated representative, within three (3) working days after the grievable matter has become known to the covered employee(s). The department manager shall review the grievance with the covered employee(s), and with the chairman of the grievance committee of the Union, or said chairman's designated representative. Copies of the written grievance are to be furnished to the Director of Public Safety, to the covered employee(s)' shift supervisor and to the Union. The department manager or his designated representative shall, within three (3) working days, furnish a written answer to the grievance to the covered employee(s), the Union, the Director of Public Safety and the covered employee(s)' shift supervisor. If the covered employee(s) or the Union does not invoke step 3 within three (3) working days after the written answer, said alleged grievance shall be considered satisfactorily resolved by all the parties concerned.

Step 3 - If the grievance is not resolved at the second step, the Union shall have the right to appeal, in writing, within three (3) working days after receipt of the department manager's written answer to the grievance, to the Director of Public Safety, with copies of said grievance furnished to the Mayor, if not serving as Director of Public Safety, and the Union. The Director of Public Safety shall individually confer with the department manager and the covered employee(s), who may be accompanied by the Union grievance committee chairman or his designated representative, before making a determination in the matter. The decision by the Director of Public Safety or his designated representative shall be in writing and submitted to the covered employee(s), the Mayor (if applicable), the Union, and the covered employee(s)' immediate supervisor and department manager within five (5) working days after the herein required answer of the Director of Public Safety. If the covered employee(s) does not invoke step 4 within five (5) working days after the written answer, said alleged grievance shall be considered satisfactorily resolved by all parties concerned.

Step 4 - No later than forty-five (45) days after such decision, the Union may appeal the decision rendered in step 4 to a mutually agreed-upon arbitrator. The arbitrator shall be selected either from a list of arbitrators in accordance with AAA procedures or through the Federal Mediation and Conciliation Service. The parties shall mutually agree as to which method is to be used. The fees and expenses of the arbitrator shall be borne equally by both parties. If a step 5 appeal is elected, the arbitration decision of the arbitrator shall be final and binding on the parties hereto and must be consistent with the arbitrator's jurisdiction, power and authority, as set forth herein. The arbitrator shall not have the power to add to, subtract from or modify such expressed terms and provisions of this agreement. All pre-arbitration grievance settlements reached by the Union and the City shall be final and binding on the parties. The parties may mutually agree to utilize an alternate grievance resolution procedure.

Step 5 - The City or the Union may appeal the decision rendered in step 4 above through any appeal process provided in the Ohio Revised Code.

10.03 Any covered employee called as a witness by either party or issued a subpoena shall suffer no loss of pay or benefits for such time, subject to provisions of this agreement.

10.04 Time Periods - Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances and any grievance which is not appealed to the next step of the grievance procedure within the applicable time period specified herein, shall be considered as settled and shall not be subject to further discussion or appeal.

10.05 Waiver of Time Period - Time limitations in the grievance procedure may be extended by mutual agreement of the City and the Union. However, the extension must be for a definite period of time and must be in writing and signed by both parties.

10.06 Sole and Exclusive Remedy - This grievance procedure shall be the sole and exclusive method for resolving employee grievances/disputes under this Agreement.

10.07 Nothing in this agreement shall preclude a bargaining unit employee from filing a discrimination claim against the Employer or the Union with an appropriate state or federal agency. In this event, the Union waives its right to utilize the grievance and/or arbitration procedures contained herein.

10.08 Where a workday appears in this article, it shall be interpreted to mean the days of Monday through Friday, excluding holidays, regardless of the employee(s)' schedule, except as specifically noted herein.

10.09 The Union's duly constituted representatives shall have the right to be present, without intervening, at the adjustment of any grievance when the covered employee has chosen not to have Union representation. Such adjustment shall not be inconsistent with the terms of this agreement.

10.10 Nothing in this agreement shall prohibit a Union representative from being present at the adjustment of any grievance submitted by a covered employee or the Union.

## **ARTICLE XI DISCIPLINARY PROCEDURE**

### **11.01 Principles of Discipline:**

The City's disciplinary procedures for covered employee(s) shall be based on the principles of "reasonable and just cause", "progressive corrective discipline" and the provisions of this Article (Article XI). Any covered employee shall have the right of Union representation as defined herein and such Union representation shall not be arbitrarily withheld. If called upon for representation during working hours, local Union officials shall not lose any pay or benefits as a result of being called on said matters, if approved in advance by the City.

Nothing contained herein shall prohibit the City from imposing a termination or other discipline for just cause when, in the judgment of the City, the offense or infraction is of such a

serious nature that prior verbal or written reprimands or progressive discipline cannot or should not be given.

11.02            Wipe-Out Periods:

Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters according to the following schedule, provided there is no intervening disciplinary action taken during the same time period:

Verbal or written reprimand	12 months
Suspension of three (3) or less days	24 months
Suspension of four (4) or more days	36 months

11.03            Disciplinary Correspondence:

Upon entering complaints against an employee into the employee's personnel file, the employer will provide the employee with copy of the complaint. The employee will be afforded the opportunity to attach any comments which he/she feels are appropriate.

11.04            Notification of Written Complaint:

Within seven (7) days of receiving a written complaint against a bargaining unit employee, the Employer shall provide a copy of the written complaint to the employee.

11.05            Polygraph Examinations:

Unless agreed to in writing, employees shall not be compelled to submit to polygraph examinations (or similar mechanical deception detection devices) in the course of departmental internal affairs investigations.

**ARTICLE XII            CLASSIFICATIONS AND PROBATIONARY PERIODS**

12.01            All employees covered under this agreement shall be classified and compensated according to the pay schedule as attached hereto and identified as in Article XVII, wages/compensation schedule, and incorporated herein.

12.02            Job Descriptions for covered employees of the City, as approved by the City and the Union, may be attached hereto and identified in Article XVII, unless otherwise agreed.

12.03            Probationary Periods for covered employee(s) in the bargaining unit classifications covered under this agreement shall be as follows:

Communication Specialist/Dispatcher I - New hires shall serve a probationary period of one year beginning upon completion of the City's training program. New hires may be discharged by the City without cause at any time during the training or probationary period.

Communication Specialist/Dispatcher II - A probationary period is not required of employees placed in this classification.

Communication Specialist/Dispatcher Coordinator - An employee promoted into this classification shall serve a probationary period of one hundred eight (180) days beginning the effective date of promotion. The City shall perform an evaluation of the employee's performance as close to the mid-point of the probationary period as is practicable. During the probationary period, an employee retains the right to return to their previous classification and step if the employee fails to meet required standards, as determined by the City, or through voluntary demotion.

### **ARTICLE XIII      PROMOTIONS**

13.01            The term promotion, as used in this article, means the advancement of a covered employee to a more highly compensated classification. Pay step advancements within a classification shall not be considered promotions. In the event the City uses the civil service commission to conduct examinations, then the civil service rules and regulations will apply.

13.02            For other than temporary openings, when a bargaining unit job vacancy occurs or a promotion opportunity to a current or new classification exists, the following procedure shall be followed:

1.            A notice of such an opening shall be posted on all appropriate bulletin boards for five (5) working days, listing the qualifications, the maximum and minimum rate of pay and department in which the opening occurs.
2.            During the five (5) day period, covered employees, including covered employees on layoff, may apply for the opening. The application shall be in writing and shall be submitted to the department head. The City may hire personnel from outside the current work force so long as that person meets job requirements which are greater than that which can be met by current employees.
3.            It shall be the prerogative of the City to select the applicant who is to fill the job opening. The selection shall be based on seniority, qualifications and past performance.
4.            If a promoted covered employee fails to fulfill reasonably the responsibilities required by the new job during the probationary period, he will have the right to return to his previous job at his previous rate or entitled rate, or layoff status, whichever applies, and without loss of seniority.

### **ARTICLE XIV      LAYOFF AND RECALL PROCEDURE**

14.01            Order of Layoffs:

Whenever, in the sole judgement of the City, a reduction of the work force in any department(s) is necessary, because of a lack of work, lack of funds or job abolishment, the City shall determine the job classifications and number of employees to be laid off, and the department(s) in which the work force reduction is to occur. Any such layoffs which occur shall be subject to the following order:

1. Emergency or temporary employees;
2. Seasonal employees, casual or student employees;
3. Part-time employees;
4. Provisional employees who have not completed their probationary period after appointment;
5. Provisional employees who have satisfactorily completed their probationary period after appointment;
6. Permanent employees who have not completed their probationary period after appointment; and
7. Permanent employees who have completed their probationary period after appointment.

14.02            Seniority Rights of Covered Employees Within the Dispatcher Classifications:

Layoffs, if occurring in the department subject to this Agreement, will be made by laying off employees according to their seniority in each respective dispatcher classification within their own department.

14.03            Other Dispatcher Layoff and Recall Provisions:

In recognition of the confidentiality required within the dispatcher classification and the level of skill required for job performance, bumping rights for dispatchers, as otherwise set forth in Article XIV, shall be limited solely to bumping within the classifications of dispatchers. Dispatchers shall be prohibited from bumping into any other City department and other bargaining unit employees shall be prohibited from bumping into the dispatcher classifications. It is the express intention of the parties to limit layoffs, recalls, and bumping rights of dispatchers to the dispatchers classifications and to restrict otherwise available recall or bumping privileges of non-dispatcher employees to non-dispatcher classifications.

14.04            Other Layoff Provisions:

1.            The covered employee and the Union shall be notified of any layoffs to be made. Any alleged errors shall be called to the attention of the City within five (5) working days.

2. In the event that an employee is not laid off in his proper turn, such error, if concurred in by the City, shall be corrected immediately upon being called to the attention of the City in writing. The City will not be required to pay to the employee laid off out of turn any wages for time off the payroll prior to the date the error in layoff was called to the attention of the City in writing.

3. When an employee is to be laid off, the City shall use its best efforts to provide at least two (2) weeks written notice, including the reasons for such layoffs, to the employee and Union prior to said layoff. Provided, however, that the absence of said two (2) weeks written notice shall not affect said layoff(s) and shall vest no right in the employee to compensation beyond the effective date of the layoff. All employees shall be paid their appropriate and earned compensation to the date of their layoff.

14.05            Recall Provisions:

1. Employees shall be recalled in the reverse order in which they were laid off, i.e., the last employee laid off within each dispatcher classification shall be the first recalled in that classification. If possible, an employee on layoff will be given ten (10) working days notice of recall from the date on which the City sends the recall notice to the employee. Such notice shall be by certified mail to his last known address as shown on the City's records.

2. The covered employee and the Union shall be notified of any recalls to be made. Any alleged errors shall be called to the attention of the City within five (5) working days.

3. In the event that an employee is not recalled in his proper turn, such error, upon being called to the attention of the City, in writing, and, if concurred in by the City, shall be corrected immediately by the placement of the employee(s) concerned in their rightful job(s). The City will not be called upon or required to pay to the employee(s) who was not recalled in his turn any wages for time lost off the payroll prior to the date the error in recall was called to the attention of the City and the employee(s) has returned to work.

4. Any employee accepting or declining reinstatement to the same classification from which the layoff or displacement initially occurred shall be removed from the recall layoff list; except that any employee declining reinstatement for reasons of hardship, as approved by the City, shall not be removed from the City's recall list.

5. Laid-off employee(s) shall be eligible for recall for a period of two (2) years from the date of layoff, except that employees with five (5) or more years of prior service with Stow or Tallmadge at the time of layoff from Stow will have a recall period of three (3) years from the date of layoff.

**ARTICLE XV            WAIVER IN CASE OF EMERGENCY**

15.01 In case of circumstances beyond the control of the City, such as a state of emergency declared by the Mayor or Director of Public Safety, including, but not limited to, acts of God, civil disorders, disasters and other similar acts or emergencies, the following conditions of this agreement shall be suspended automatically without recourse from the Union:

1. Time limits for the City's replies on grievances;
2. Limitations on distribution of work assignments; and
3. Limitations on distribution of overtime; however, overtime shall be equitably distributed among those employees who are assigned to work.

15.02 Notwithstanding other articles of this agreement, the City reserves the right, during any such emergency, to assign employees to work without regard to their employment classification, but at the employee's rate of pay under normal working conditions according to the employee's permanently assigned job classification. The overtime compensation provisions of this agreement shall apply.

## **ARTICLE XVI USE OF SUPERVISORY AND MANAGEMENT EMPLOYEES**

16.01 Supervisory and management employees and employees excluded under Article V may perform any necessary tasks, functions, and/or work of the City, including that of covered employees under the following conditions:

1. In emergencies, when covered employees are not immediately available; however, covered employees shall be assigned to do that work as soon as possible after the start of the emergency;
2. To instruct or train covered employees for such periods of time as the appropriate manager determines to be reasonably necessary; and
3. When it is reasonably necessary to perform required municipal functions under the Ohio Revised Code, the Charter of the City of Stow, and the Codified Ordinances of the City of Stow, all in the judgment of the City, subject to the terms and conditions otherwise contained in this agreement. However, bargaining unit employees shall be assigned to do the work as soon as possible from the start of such situations.
4. The Communication Specialist/Dispatcher Coordinator position shall not be considered to be managerial or supervisory for the purposes of this Article and there shall be no restrictions of any kind on the occupant of the position undertaking bargaining unit work.

**ARTICLE XVII     WAGES / COMPENSATION SCHEDULE**

The base rate wages for covered employees for the year 2012 shall be as specified below:

	<u>Compensation Schedule</u>			
	<u>Base Rate Wages</u>			
	<u>Annual steps</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Communication Specialist/ Dispatcher I – 1/1/2012	16.19	18.08	20.91	N/A
Communication Specialist/ Dispatcher II – 1/1/2012	N/A	N/A	<u>3</u> 21.39	<u>4</u> 21.94
Communication Specialist/ Dispatcher Coordinator – 1/1/2012	N/A	N/A	<u>3</u> 23.47	<u>4</u> 24.69

The base rate wages for covered employees for the year 2013 shall be as specified below:

	<u>Compensation Schedule</u>			
	<u>Base Rate Wages</u>			
	<u>Annual steps</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Communication Specialist/ Dispatcher I – 1/1/2013	16.43	18.35	21.22	N/A
Communication Specialist/ Dispatcher II – 1/1/2013	N/A	N/A	<u>3</u> 21.71	<u>4</u> 22.27
Communication Specialist/ Dispatcher Coordinator – 1/1/2013	N/A	N/A	<u>3</u> 23.82	<u>4</u> 25.06

The base rate wages for covered employees for the year 2014 (and thereafter until modified) shall be as specified below:

Compensation Schedule  
Base Rate Wages

	<u>Annual steps</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Communication Specialist/ Dispatcher I – 1/1/2014	16.76	18.72	21.64	N/A
Communication Specialist/ Dispatcher II – 1/1/2014	N/A	N/A	22.14	22.72
Communication Specialist/ Dispatcher Coordinator – 1/1/2014	N/A	N/A	24.30	25.56

2013 One-time lump sum compensation payment (not part of the base) – Due each current bargaining unit member or bona fide retired bargaining unit member under a State of Ohio retirement system since January 1, 2013 to the execution of this agreement – in the amount of 1.216 percent of the annual base rate of compensation for such employee as of December 31, 2012, not including longevity pay or any other non-base pay.

Note 1: Effective January 1, 1994, the dispatcher position was modified to incorporate the establishment of two replacement positions entitled Communication Specialist/Dispatcher I and Communication Specialist/Dispatcher II. Communication Specialist/Dispatcher I shall be the basic classification for all full-time dispatchers while Communication Specialist/Dispatcher II shall be a full-time promoted position for eligible dispatchers. Only those employees or candidates meeting all qualifications, job standards, minimum experience criteria and other requirements, all as established herein or by the department manager and/or Safety Director, shall be eligible to be promoted to, or placed in, the position of Communication Specialist/Dispatcher II.

In order to be eligible for promotion to Communication Specialist/Dispatcher II, the employee or candidate must have at least five (5) years of full-time equivalent dispatching experience in an environment similar to that of the City of Stow's and, if a full-time Stow employee, have been in step 3 of the Communication Specialist/Dispatcher I position for at least one (1) year. All Communication Specialist/Dispatchers shall be required to obtain and maintain the following certifications:

1. Leads/computerized criminal history (C.C.H.)
2. National crime information center (N.C.I.C.)
3. Emergency medical dispatch (E.M.D.)

No employee or candidate shall be eligible for promotion to Communication Specialist/Dispatcher II, unless such employee or candidate has each of the three certifications enumerated above.

Note 2: The qualifications, job standards, experience criteria and other requirements for the Communication Specialist/Dispatcher Coordinator position shall be established by the City through the department manager(s) and/or Safety Director and shall also include all of the promotion requirements delineated in Note 1, above. The City shall establish the ongoing work requirements of the Communication Specialist/Dispatcher Coordinator, which may, at times, include normal dispatching duties.

Note 3: The City may, at its sole discretion, compensate a new hire (Dispatcher I) at a rate higher than Step 1 of the above wage schedule depending on the experience level of the new employee.

## **ARTICLE XVIII    MISCELLANEOUS FINANCIAL PROVISIONS**

18.01        Call-in pay: Any covered employee called into work during his normal off-duty hours shall be guaranteed at least two (2) hours pay at the appropriate rate of pay.

18.02        Primary Trainer Pay: Effective January 1, 2008, Communication Specialists/Dispatchers who are assigned as primary trainer for a new employee shall be compensated an additional amount of \$2.00 per hour for all hours spent performing training duties, as evidenced by written log or other approved documentation (\$1.00 per hour prior to 1/1/08).

18.03        Court Appearances: Any off-duty, covered employee, who is eligible to receive overtime compensation and who is required to make an appearance in court on behalf of the City, if such appearance constitutes overtime, shall be compensated at the applicable overtime rate for the actual time spent in such appearance, with a minimum of three (3) hours total overtime guaranteed, provided however, that any guaranteed overtime which overlaps with the employee's regular work time shall be deducted from the employee's guaranteed overtime. No deduction shall be made for court time overlap with paid time off when an employee makes a court appearance while on approved paid time off.

18.04        Workweek, shift assignment, and work hours:

1. General:

All shifts for all covered employees shall be for a period of eight and one-half (8-1/2) hours including a one-half (1/2) hour unpaid lunch period. Assignments to shifts shall be made by the department manager based on dispatch service seniority and personal preference to the extent indicated in item 2 below. A full-time employee shall be defined as an employee who is hired to work eight (8) hours per day, forty (40) hours per week, and fifty-two (52) weeks per year.

2. Special conditions for dispatch personnel:

In regard to dispatch personnel, assignments to shifts shall be the prerogative of the department manager. Seniority and personal preference shall be considered in assignments where applicable as part of the selection process, which shall begin by October 1<sup>st</sup> of each year. Shift changes shall not be arbitrary or unreasonable. Dispatchers may trade shifts during the term of this Agreement; however, covered employees must give prior notification to the department manager and his approval obtained prior to such change and, if approved, shall not constitute credit or payment of overtime in the event such trade is within a twenty-four (24) hour period or results in more than a forty (40) hour workweek.

18.05 Overtime:

1. Basis for compensation:

- a. Overtime, when authorized in advance by the department manager, shall be compensated for time in excess of the normal pay week, which has been defined as a forty (40) hour work or paid credited service week at base rate, or time in excess of eight (8) work or paid credited service hours per calendar day, and shall be paid at one and one-half (1-1/2) times the covered employee's hourly base rate including longevity pay then in effect.
- b. Work performed by a covered employee on his/her sixth (6th) day (i.e. first scheduled day off in the workweek) of his/her scheduled workweek shall be compensated at one-and-one-half times (1 1/2 x) their regular hourly base rate including longevity pay then in effect.
- c. Work performed by a covered employee on his/her seventh (7th) day (i.e. second scheduled day off in the workweek) of his/her scheduled workweek shall be compensated at two times (2x) their regular hourly base rate including longevity pay then in effect.

Compensatory time may be utilized as defined in the "Dispatch Leave Policy" as set forth in the attached Memorandum of Understanding regarding compensatory time. Employees shall be allowed to cash out compensatory time up to four (4) times per calendar year in accordance with procedures outlined by the department manager and/or Finance Department.

- d. In the ordinary course of scheduling dispatchers, or when the need arises to replace those on pre-scheduled injury leave, vacations, holidays, or other paid time-off, or in the event of non-scheduled sickness, emergency, or necessity within the City, the City shall have the prerogative to schedule dispatchers, both full-time and part-time, including the Communication Specialist/Dispatcher Coordinator, in the manner necessary to adequately meet the City's staffing needs. When, in the sole judgement of the City, overtime is necessary and is expected to be incurred, such overtime (or work opportunity) shall be offered according to an overtime roster starting with the most senior

dispatcher first and proceeding on down the roster until all full-time and part-time dispatchers are provided either overtime or work opportunities (i.e., non-overtime for part-time dispatchers) by either working or refusing said overtime or work opportunity. Said list shall be maintained on a normal rotational basis among all eligible full-time and part-time dispatchers, including the Communication Specialist/Dispatcher Coordinator.

- e. The City and the Union agree that the City may schedule part-time Dispatchers as necessary to avoid the incurrence of overtime to work either scheduled or unscheduled shifts for the City.
- f. Dispatching duties shall not be assigned to untrained, non-dispatch personnel. If the shift required to be filled has been refused by all regular full-time and part-time dispatchers, including the Communication Specialist/Dispatcher Coordinator, the City shall determine the manner by which the shift shall be filled. The City, at its discretion, may fill the shift by assignment of full-time hold-over or early call-in only or part-time dispatchers to work the shift or a portion thereof, or by assignment of trained non-dispatcher personnel (as defined by current policy) including the Dispatch Manager and the Dispatch Coordinator, to work the shift or a portion of the shift. An unanswered phone call, after reasonable effort is made to call a dispatcher, shall be ample evidence of refusal of overtime prior to calling the next eligible dispatcher on the overtime roster. Dispatchers shall not improperly use sick leave as a means to avoid being called into work by the City to fill all or part of a shift.

2. Overtime List:

An overtime list shall be posted every pay period showing the charged overtime for covered employees. Charged overtime shall mean that overtime offered to an employee and either refused by him or her, or that overtime actually worked by him or her. Overtime work will be equitably distributed on a normal rotational basis among those covered employees normally assigned to such work, including the Communication Specialist/Dispatcher Coordinator.

3. Pyramiding Prohibited:

The pyramiding of overtime (i.e., the payment of more than one kind of premium pay such as overtime, double-time, or holiday premium pay for the same hours of work) is hereby prohibited under any and all provisions of the Agreement.

18.06 Shift Differential:

Covered employees who work either the second or third shift shall receive a \$0.60 per hour shift differential to be included as an addition to the covered employee's hourly base rate of pay for hours worked on either shift.

Shift differential shall be paid only for work performed on the covered employee's regularly assigned shift on regularly assigned workdays, provided however, that no shift differential shall be paid for those work hours when a covered employee is entitled to overtime, holiday pay, or any other premium pay. For assignment to a shift falling between the three standard shifts, which differs from a standard shift by more than one (1) hour, the appropriate shift differential pay shall be applied to the hours worked which individually would qualify for such shift differential if they were worked on one of the standard shifts, subject to the premium pay exclusion herein.

18.07            Work-Connected Injury Benefits:

Any full-time employee injured in the course of his normal duties of employment with the City, shall, upon filing a claim with the state industrial commission, and if such claim is approved, receive injury leave pay at his regular rate of pay; provided, however, that the claim shall have been reviewed and approved by the City, as arising out of and being caused by the employee's work performance. That is, the City shall supplement payments received by an injured employee, which injury is determined by review to have arisen out of and caused in the course of his regular employment, and covered under workers' compensation or other such insurance up to his usual gross wages, payable under standard sick leave benefits as set out above. The maximum limit for injury leave pay will be ninety (90) calendar days, regardless of length of service. No benefits shall be paid unless approved by the City, and the covered employee shall be required to remit to the City any workers' compensation payments received for those periods during which the covered employee's salary was maintained through supplements by the City. Eligibility for such benefits shall commence as of the first day of any covered injury.

Any covered employee who is within fourteen (14) days of exhausting his ninety (90) day injury leave shall have the unchallenged right to request official consideration for extension of such injury leave and such extension shall not be unreasonably withheld. However, this right of request shall not vest any guarantee that additional injury leave shall be approved.

**ARTICLE XIX            MAJOR MEDICAL-HOSPITALIZATION/LIFE INSURANCE BENEFITS:**

19.01            Commencing January 1, 1984 and for the term of this Agreement, the City shall provide and each full-time covered employee of the City of Stow shall be entitled to participate in non-cancelable major-medical hospitalization, life insurance and dental coverage programs. The premiums paid by the City shall include monthly premium contributions by employees through payroll deduction commencing January 1, 2011 as follows:

Employee Monthly Premium Contribution

Effective January 1, 2011, the monthly employee premium contribution for major medical hospitalization, life insurance and dental coverage shall be based on the City's COBRA rate as follows:

Table 1. Employee Monthly Premium Contribution Rates

<u>Calendar Year</u>	<u>Percent of City COBRA Rate</u>	<u>Minimum Contribution</u>	<u>Maximum Contribution</u>
2011 & Thereafter (Until Modified)	5.0%	\$50.00 Family \$25.00 Single	\$75.00 Family \$37.50 Single
7/1/2013	8.4% (50% of Family Rate)	(same as above) (same as above)	\$90.00 Family \$45.00 Single
1/1/2014	8.4% (50% of Family Rate)	(same as above) (same as above)	\$105.00 Family \$ 52.50 Single

(See attached MOU regarding actual temporary rates effective 1/1/11 and 1/1/12, which was extended through June 30, 2013 by mutual consent of the City and the OPBA)

Effective January 1, 2014 new Stow employees hired on or after January 1, 2014 will be subject to a monthly spousal surcharge in the amount of \$75.00 per month for a working spouse of any employee covered under the Stow Health Care Plan when such spouse has health care coverage available at the spouse's place of employment or through retirement, regardless of cost, but chooses Stow's health care coverage as primary. Such spousal surcharge shall be paid by the employee and is in addition to any other premium or other costs or charges under the Stow Plan for the employee or spouse.

Effective January 1, 2014 existing Stow employees hired before January 1, 2014 will be subject to a monthly spousal surcharge in the amount of \$25.00 per month for a working spouse of any employee covered under the Stow Health Care Plan when such spouse has health care coverage available at the spouse's place of employment or through retirement, regardless of cost, but chooses Stow's health care coverage as primary. Such spousal surcharge shall be paid by the employee and is in addition to any other premium or other costs or charges under the Stow Plan for the employee or spouse.

Major medical-hospitalization/life insurance/dental total coverage and benefits shall be equal in all aspects to the coverage and benefits provided to any other employee bargaining units or employee(s) not covered under this collective bargaining agreement. This provision shall not apply to coverage and/or benefits provided to employees or employee groups at City expense through a third party, such as a Union health and welfare fund.

19.02 Effective on January 1, 2011, individual and family calendar year deductibles will increase to four hundred dollars (\$400.00) and eight hundred dollars (\$800.00) annually; the overall lifetime maximum will increase to one million five hundred thousand dollars (\$1,500,000); the individual and family calendar year co-insurance (80%-20%) amount will increase to \$300 and \$600 annually; and the individual and family out-of-pocket maximums will increase to \$700 and \$1,400 annually. Effective January 1, 2005, "steering" provisions will be included in the plan,

whereby in-network reimbursement will remain at eighty percent (80%) and out-of-network will be paid at sixty percent (60%). Effective January 1, 2009, the additional penalty for out-of-network charges will be \$500 per calendar year for individual covered persons and \$1,000 per calendar year per family. A tax-free premium conversion program in conformance with applicable Internal Revenue Service rules and regulations will be established by the City effective January 1, 2006.

Effective January 1, 2009, the individual and family dental plan calendar year deductibles will increase from \$25 per individual and \$75 per family to \$50 per individual and \$150 per family.

19.03 Commencing January 1, 2003, the City shall contribute the sum of Twenty-Nine and 75/100 dollars (\$29.75) per month per O.P.B.A. – Communication Specialist and other covered employees, electing said benefit and accepted by the Ohio AFSCME Care Plan, to the Ohio AFSCME Care Plan. Benefits under this paragraph shall be the life insurance, drug prescription, hearing care and vision care. The AFSCME Care premium will be paid by the City in full.

**ARTICLE XX LONGEVITY PAY**

20.01 Commencing in the year indicated, full-time covered employees shall receive as additional compensation, incremental increases upon achieving the anniversaries in accordance with the following:

<u>Anniversary</u>	<u>(Effective 1/1/96)</u> <u>Incremental Per Hour Amount</u>
5th	0.20
10th	0.20
15th	0.20
20th	0.23

All longevity rates shall be included in the base rate and shall be included in any applicable local employee retirement pay-offs for sick leave, holiday or vacation credits.

Longevity pay increases will be given as established by all time earned in employment with the City of Stow and shall become effective as of the first, full, regular pay period after an anniversary date to the end that payroll shall not be computed pro rata on the basis of two steps. Each employee shall receive the longevity increase proposed in the year in which he reaches a given longevity step. An employee shall be entitled to receive in the future any increased or newly-enacted amounts of longevity pay for those anniversary dates which he has already exceeded or passed, provided however, that no employee shall be entitled to retroactive pay for such previously attained anniversaries. There shall be no retroactivity for previous longevity increases occurring prior to the employee's entitlement to, and placement in, a subsequent longevity step.

**ARTICLE XXI**      **VACATION**

21.01      **Vacation Leave Entitlement:**

Each full-time covered employee shall be entitled to accumulate vacation credits according to an hourly accumulation rate per paid work hour or paid service hour as follows:

Table "A"  
Vacation Entitlement

Length of Service (Years)	Hourly Accum. Rate/Paid Work or <u>Paid Service Hour</u>	General Calendar Yr. Equivalent (Reference Only)	Max. Permitted Accum. of Unused <u>Vacation Credit</u>
Start      End <u>of Yr.</u> <u>of Yr.</u>			
0 - 5 Yrs.	.03846	2 Weeks/Year	160 Hours
6 - 10 Yrs.	.05769	3 Weeks/Year	240 Hours
11 - 15 Yrs.	.07692	4 Weeks/Year	320 Hours
16 - 20 Yrs.	.09615	5 Weeks/Year	400 Hours
21 Yrs & Over	.11538	6 Weeks/Year	480 Hours

21.02      **Maximum Basis For Calculation:**

The maximum base for accumulation of vacation credits per bi-weekly pay period shall be eighty (80) hours regardless of the actual number of hours worked or paid service hours in the pay period.

21.03      **Prior Public Service:**

Any person employed, other than as an elected official, by the State of Ohio or any political subdivision of the State of Ohio, or public government entity of the State of Ohio or its subdivisions, and earning vacation credits currently, is entitled to have full-time equivalent prior public service with any of these employers combined with City of Stow service for the purpose of computing the total amount of vacation leave entitlement. The covered employee shall be responsible for providing satisfactory written, signed statement(s) from former employers verifying such previous public service time. Credit for previous public service shall not be effective until the

first full benefit period commencing on or after the date the City Finance Department has been officially notified of such service.

21.04            Length of Service Adjustments:

Each covered employee's hourly accumulation rate per paid work hour shall automatically be adjusted by the Finance Department to the appropriate rate shown in Section 21.01, Table "A" above as the covered employee's service qualifies them for such rate. All calculations of length of service shall be made on a full-time equivalent basis by adding the covered employee's verified non-City of Stow public service, if any, and total actual length of employment with the City of Stow. For implementation of this section only, whole months shall be utilized to determine non-City of Stow service. Credit shall not be given for partial months. All calculations of City of Stow service shall be as of the anniversary date of employment, provided that such service has been uninterrupted and continuous. Service interruptions, if any, shall be deducted from total City of Stow service time.

21.05            Payment For Vacation Leave:

Vacation pay for full-time covered employees shall be payable along with the general payroll of the City and shall be computed by multiplying the covered employee's base hourly rate of pay by one (1) for each earned hour of vacation to be utilized by the covered employee. Any covered employee's regular pay check, due and payable during his scheduled vacation leave, shall be paid to such covered employee in advance, on the payday immediately preceding his or her vacation leave, if the employee has the written approval of his or her department head and has made and given a written request to the Finance Department for such prior payment.

No advance vacation pay shall be made or authorized unless the covered employee's weekly vacation period extends through a regularly scheduled bi-weekly payday and such vacation is for the duration of at least one week. Such request shall be required to be submitted to the Finance Department three (3) weeks prior to the date requested for such pay.

21.06            Maximum accumulation:

Each covered employee shall be allowed to accumulate earned vacation credits to a maximum of twice that which could be earned or accrued by the covered employee in one (1) year according to his or her length of service as shown in Section 21.01, Table "A". Covered employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for two (2) years. Such excess vacation leave when it occurs shall be automatically eliminated from the employees' vacation leave balance. There shall be no additional compensation in lieu of vacation leave for earned but unused vacation credit, except upon termination or death.

21.07            Vacation scheduling:

Each department head shall schedule vacations for covered employees under their supervision to conform with the operating requirements of the City government, but should be scheduled to meet with the respective covered employee's desires based on seniority.

21.08            Credits remaining at termination or death:

Upon termination from City of Stow service, a covered employee shall be entitled to compensation at his or her most recent paid status base rate of pay including longevity pay for all earned, but unused vacation leave to his or her credit at the time of termination, provided however, that the maximum accumulation that may be paid to any covered employee shall be limited to the maximum amount which could be accumulated or accrued according to the amounts shown in Section 21.01, Table "A". The applicable base rate of pay shall be considered to be that to which the employee was entitled when he or she was last on active pay status. In case of death of a covered employee such unused vacation leave shall be paid in the name of the covered employee to his or her spouse, named beneficiary or estate if there is no spouse or named beneficiary.

21.09            First fifty weeks limitation:

Covered employees shall not be entitled to use vacation credits until their full-time employment with the City shall have exceeded fifty (50) weeks. Any covered employee terminating City employment for any reason within fifty (50) weeks or less shall not be entitled to compensation for unused vacation leave to their credit.

21.10            Effect of Unpaid Status:

Covered employees on unpaid status with the City shall not earn additional vacation credits; however, as long as they remain employees of the City, their unpaid time shall continue to accumulate as service time for the purposes of computing total length of service with the City.

**ARTICLE XXII    SICK LEAVE**

22.01            Each covered employee shall be entitled to accumulate sick leave at the rate of .05769 hours for every paid work or paid service hour, provided however that the maximum base for accumulation shall be eighty (80) hours per pay period regardless of the actual number of hours worked or paid service hours in the pay period. Sick leave credit shall not be accumulated on overtime hours. Such sick leave shall be payable at the covered employee's most recent paid status base hourly rate of pay, including longevity pay, for each hour of sick leave utilized. Sick leave so utilized shall be deducted from the covered employee's accumulated sick leave total.

22.02            Sick leave use: with the approval of the City, sick leave may be used by a covered employee for absence due to any of the following reasons:

- a.    Illness, injury, or pregnancy-related condition of the covered employee;
- b.    Exposure of a covered employee to a contagious disease which could be communicated to and jeopardize the health of other employees;

- c. Examination of the covered employee for health-related purposes, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner;
- d. Illness, injury, or pregnancy-related condition of a member of the covered employee's immediate family where the covered employee's presence is reasonably necessary for the health and welfare of the covered employee or affected family member;
- e. Examination for health-related purposes, including medical, psychological, dental, or optical examination, for a member of the covered employee's immediate family by an appropriate licensed practitioner where the covered employee's presence is reasonably necessary;
- f. Death in the covered employee's immediate family; and
- g. Other specific health- or medical-related conditions seriously affecting the covered employee, or a member of his immediate family where the covered employee's presence is reasonably necessary.

22.03 "Immediate Family" is defined as an employee's or spouse's grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian, or other who stands in place of a parent.

22.04 A covered employee who has been laid off, suspended, is on a leave of absence, or is on any other non-paid status with the City shall not accumulate or receive sick leave credit for such period of time.

22.05 A covered employee may use sick leave upon the notification and approval of his supervisor or other designated individual in accordance with the policies established for call-in in his department. When making notification, the covered employee shall state the reason for the request for sick leave.

22.06 For employment prior to March 1, 1973, an employee shall not accumulate sick leave credit beyond 960 hours. Effective March 1, 1973, unused sick leave which is accrued while an employee of the City of Stow, shall be unlimited in accumulation, and upon a bona fide service retirement under the Ohio Public Employees Retirement System (P.E.R.S.) or other recognized State of Ohio Pension Fund, while an employee of the City of Stow, or upon death or disability retirement under a recognized state of Ohio Pension fund while an employee of the City of Stow, for earned but unused sick leave, a cash payment of one hundred percent (100%) equivalent to a maximum of 1000 hours of such sick leave and fifty percent (50%) equivalent up to a maximum of an additional 1000 hours of such sick leave shall be paid at the employee's most recent paid-status base rate of pay, including longevity pay to such employee in lump sum, but only to the extent such benefits have been earned while in employment with the City of Stow. No cash payments shall be

made for any sick leave benefits earned with employers other than the City of Stow. Any current employee whose earned but unused sick leave exceeds the maximum allowable limit for cash payment established in this section as of January 1, 1987, shall be entitled to a cash payoff equivalent of 100% for 960 hours and 50% for those hours in excess of 960 up to a maximum limit of the total number of hours which have been accumulated in excess of 960 hours by the employee as of January 1, 1987. This maximum limit as established as of January 1, 1987, shall thereafter not be increased for the duration of this agreement.

Effective for all new employees hired on or after July 1, 1996, such employees shall not be eligible to receive the "cash payment of fifty percent (50%) equivalent of a maximum of an additional 1000 hours of such sick leave" upon a bona fide retirement (i.e., second tier). Such employees hired after July 1, 1996 shall be entitled to earn and receive, if entitled, only the cash payment for a maximum of 100 percent of 1000 hours of earned and unused sick leave in accordance with the provisions of the above paragraph. That is, unused sick leave which is accrued while an employee of the City of Stow shall be unlimited in accumulation and, effective for employees hired on or after July 1, 1996, upon a bona fide service retirement under the Ohio Public Employee's Retirement System (P.E.R.S.) or other recognized State of Ohio pension fund, while an employee of the City of Stow, or upon death or disability retirement under a recognized State of Ohio pension fund while an employee of the City of Stow, for earned but unused sick leave, a cash payment of one hundred percent (100%) equivalent to a maximum of 1000 hours of sick leave shall be paid at the employee's most recent paid-status base rate of pay, including longevity pay, to such employee in lump sum, but only to the extent such benefits have been earned while in employment with the City of Stow. No cash payment shall be made for any sick leave benefits earned with employers other than the City of Stow.

22.07 A covered employee who does not retire but who terminates City employment or whose City employment is terminated for any reason or who transfers employment, shall not be eligible for such cash sick leave benefit. Sick leave credit transferred into Stow from another Ohio political subdivision shall not be converted into cash benefits. For the purposes thereof, sick leave credit transferred into Stow shall be the first charged for authorized illness and the Stow-earned sick leave shall continue to accumulate.

22.08 In the event of death of a covered employee, unused sick leave in the maximum amount defined in paragraph 22.06 herein, shall become payable in a lump sum in the employee's name and given to his or her spouse, named beneficiary or estate if there is no spouse or named beneficiary. Only sick leave credit earned by employment with the City of Stow may be converted into cash benefits upon retirement, disability retirement or death.

22.09 Each department manager shall maintain accurate attendance records of each covered employee under his or her supervision, shall report bi-weekly to the Finance Department any time taken off by a covered employee and may require any such employee to furnish satisfactory evidence that absence was caused by any reason enumerated herein. The department manager may require a written and/or notarized statement from said covered employee attesting to the nature of his illness or disability and, if an attending physician has been treating the covered employee, may require a written statement from said physician all attesting to the propriety and reasonableness of the necessity to utilize sick leave pay benefits.

22.10 An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave. It shall be the employee's responsibility to furnish a satisfactory written, signed statement from previous public employers to justify previous or transferred sick leave and such leave shall be first consumed. Previously accumulated, unused sick leave of any employee who has been separated from the public service, including service with the City of Stow, shall be placed to his credit upon his re-employment in public service with the City of Stow, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service and such employee provides satisfactory evidence of such previous, unused sick leave.

**ARTICLE XXIII REST ROOMS, BREAKS, AND RELATED MATTERS**

23.01 Lunch periods, and break periods shall be established as follows:

lunch period	30 min. (unpaid) during each eight and one-half (8-1/2) hour period.
break periods	20 min. (paid) during each four (4) hours worked. Said breaks are to be taken with the approval of the supervisor and shall be as established and practiced.

**ARTICLE XXIV HOLIDAYS**

24.01 Entitled holidays:

The following holidays are hereby established for which full-time covered employees shall be entitled to receive holiday pay. Any such holiday shall be considered to be fully earned by a covered employee if such employee is on active pay status with the City on his scheduled workday immediately preceding and immediately following such holiday, provided however, that earned time-off shall not be utilized by a covered employee solely to qualify for additional holidays or holiday pay while on unpaid status.

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Full day before Christmas Day
- Christmas Day
- Full Day before New Year's Day
- 2 floating days (personal choice)

Covered employees on unpaid status with the City shall not be entitled to accumulate or earn holiday credits or hours for pay purposes.

Upon permission of the department manager, holidays may be utilized after they are earned. All holidays earned in the previous calendar year must be used prior to April 1 of the current year. Any holiday earned in the previous calendar year but not taken by April 1 of the current year will be forfeited provided, however, that upon covered employee termination, holidays earned and not forfeited shall be payable to such employee at his most recent paid status base rate of pay, including longevity pay.

As a single year maternity/paternity benefit, the requirement that holidays earned in the previous calendar year must be used prior to April 1 of the current year will be modified to extend the deadline for usage to December 31 of the current year if requested by the employee in the year of the birth of the child only. As of December 31 of the year of the birth of the child, any holiday earned in the previous calendar year but not taken by December 31 of the current year will be forfeited. The extended deadline to December 31 of the current year for holiday hours earned in the previous year shall not apply until and unless the employee has notified the Department Head and the Finance Department in writing prior to April 1 that the employee desires to utilize the extended deadline and attests to the pregnancy and the impending birth if such has not taken place. In no case shall the extended deadline apply except in the year of the birth only and only for holiday hours earned in the previous year and not taken by April 1 of the current (birth) year.

#### 24.02 Use of holidays:

All holidays for dispatchers shall occur on the holiday's actual calendar day. To qualify to receive such holiday pay as specified, the covered employee must report to work on his scheduled workday immediately preceding and immediately following each holiday unless excused from so doing by such covered employee's department head. It is specifically provided that department heads may extend holiday benefits in advance of such holiday to any City covered employee when the same shall aid in the scheduling of shifts and result in increased departmental efficiency and service or protection to the public. If a covered employee leaves employment with the City, he shall repay the City any advanced holidays taken.

#### 24.03 Pay rate for work on holidays:

Except for the floating holidays, for those who work a holiday on the day it actually occurs, a covered employee shall be compensated according to the rate of two times (2x) the employee's normal base rate then in effect for the hours worked on the holiday and shall receive a day off at a later date. For those not scheduled to work a holiday on the day it actually occurs, a covered employee shall receive no additional compensation, but shall receive a day off later. With the approval of the department manager, dispatchers may utilize their holidays at another time during the year other than which it falls, subject to the provisions stated above.

#### 24.04 Floating holiday eligibility:

The floating holidays shall be considered to be earned for the current year as of each January 1st for covered employees on paid status as of that date and upon termination such employees shall be entitled to compensation for earned but unused floating holiday hours at his or her most recent paid status base rate of pay including longevity pay.

Any new covered employee commencing employment with the City after July 1st, and who has worked at least ninety (90) days shall be entitled to only one (1) floating holiday for the remainder of the calendar year. Any new employee commencing employment with the City prior to July 1st and who has worked at least ninety (90) days shall be entitled to two (2) floating holidays for the calendar year. The covered employee shall obtain approval in advance of taking any floating holidays from his department head.

**ARTICLE XXV      UNPAID LEAVES OF ABSENCE**

25.01            Each request for unpaid leave of absence shall be considered on its own merits by the City. Any covered employee may submit in writing a request for such unpaid leave to the City for its approval or disapproval. However, no such unpaid leave shall be effective unless approved by City Council. When an unpaid leave of absence is granted by the City and the affected covered employee requests an early return to work prior to the expiration of an authorized unpaid leave of absence, such early return may be granted if approved in advance by the City.

In advance of the granting of the requested leave of absence without pay, the covered employee and the City shall agree in writing as to the specific terms of the covered employee's return, i.e. department, job classification, shift, and rate of pay. Unless agreed to otherwise, such return shall be to the department, job, classification, and shift which he or she formerly held and at the current rate of pay in effect under this agreement.

**ARTICLE XXVI     JURY DUTY**

26.01            Any employee serving on jury duty shall receive normal salary compensation during such service.

**ARTICLE XXVII    MILITARY LEAVE WITH PAY**

27.01    Effective January 1, 2008, covered employees who are members of the Ohio organized militia or members of other reserve components of the Armed Forces of the United States, including the Ohio National Guard, are entitled to a military leave of absence from their respective duties without loss of pay for the time they are performing service in the uniformed services, for a period of up to one month, not to exceed 176 hours, for each calendar year, measured from January 1 to December 31, in which they are performing service in the uniformed services. In no event is an employee's entitlement to a leave of absence for a period of up to one month in one calendar year affected by receiving such leave of absence in another calendar year. All City employees will

continue to earn any sick leave and/or vacation time for which they are eligible for a period of up to one month for each calendar year in which they are performing service in the uniformed services.

Any permanent employee who is called or ordered to the uniformed services for longer than one month for each calendar year, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor is entitled to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of:

1. The difference between the employee's gross monthly wage or salary as a City employee and the sum of the employee's gross uniformed pay and allowances received that month;
2. Five hundred dollars (\$500).

Except that in no event shall an employee receive payments from the City for a period exceeding one month in a calendar year if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a City employee.

Covered employees are required to submit to the appointing authority the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military commander that service, prior to being credited with that leave.

**ARTICLE XXVIII UNIFORM ALLOWANCE**

28.01 Each full-time covered employee required by the City to wear a uniform on a daily basis shall be entitled to the following uniform allowances payable on or about July 1, annually, effective, July 1, 2013:

<u>Classification</u>	<u>Effective Date</u>	
	<u>7/1/13</u> <u>Amount</u>	<u>Date</u> <u>Payable</u>
Dispatcher - Initial Allowance - one time only (new employees - no annual allowance in year in which receive initial allowance)	\$500.00	On or about July 1st or when hired
Dispatcher - Annual Allowance	\$500.00	On second pay of July (Annually)

28.02 Employees shall be subject to uniform requirements and standards as set by the City and the Union. Effective January 1, 2006, the uniform allowance shall be issued to full-time Dispatchers as payroll checks on the second payday in January (revised to July) of each year.

**ARTICLE XXIX EXTRAORDINARY LEAVE**

29.01 In the event of a death in the employee's immediate family, as defined herein, the employee shall be granted up to three (3) eight (8) hour necessary days of extraordinary leave credit. Necessary days shall not be chargeable against normally accumulated sick leave.

**ARTICLE XXX NON-DISCRIMINATION**

30.01 No employee or applicant for employment shall be discriminated against by the City or the Union in any manner relating to age, race, sex, color, creed, disability, national origin or religion.

30.02 The City and the Union recognize the right of all eligible employees to form, join, assist, participate in or refrain from forming, joining, assisting, or participating in Union affairs and functions during non-work time.

**ARTICLE XXXI SUCCESSOR AND SAVINGS CLAUSES**

31.01 Successor Clause:

This agreement shall be binding upon both parties hereto together with their respective successors and assignees.

31.02 Savings Clause:

If any article or section of this agreement, or part thereof, should be made invalid by operation of state or federal law or by any tribunal of competent jurisdiction, the remainder of this agreement shall not be affected thereby. If any part of this agreement is made invalid, the City and the Union shall meet within thirty (30) working days, or otherwise as mutually agreed, to negotiate a legal alternative.

**ARTICLE XXXII ENTIRETY OF AGREEMENT; TOTAL AGREEMENT**

32.01 Any and all items lawfully permitted to be negotiated, or lawfully the subject matter of negotiations, have been discussed, bargained for, negotiated, and resolved between the parties as set forth herein. The entire agreement between the parties is set forth herein and shall not be affected, altered, changed or amended by implication, by unincorporated provisions, or any other

means not herein or hereafter reflected in writing and mutually agreed to by the parties as a future amendment.

32.02 The parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right to make demands and proposals on any subject not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union.

### **ARTICLE XXXIII SENIORITY**

33.01 Seniority shall be all employees' length of service with the City subject to any modification referred to and identified in any article of this Agreement. Newly-hired covered employees shall have no seniority during their probationary period. However, upon completion of the probationary period of 180 days, seniority shall be computed from last date of hire.

33.02 A covered employee who is unable to work because of a service-connected injury or disability, or who is on official leave status, and remains an employee of the City, shall continue to accumulate seniority during such periods.

33.03 Seniority lists shall be maintained by the City, shall be brought up to date by the City each year as of January 1, and shall be posted on bulletin boards on or about January 15, of each year. A copy of said list shall be forwarded to the Union chapter chairperson and to each individual covered employee on the seniority list. Such list shall show the covered employee's name, title, rate of pay, date of hire with the City, and order of seniority within the division(s) and classification.

33.04 (a) Effective August 29, 2008, for the purposes of this labor agreement, prior Tallmadge service (employment) time for Tallmadge dispatchers who were newly hired by Stow on or about August 29, 2008, shall only be recognized and applied for the purposes of computing the following economic benefits and for no other contractual purpose:

1. Wages and Wage/Compensation Schedule
2. Longevity Pay
3. Vacation Leave Entitlement, including Length of Service Adjustments and Vacation Payment, but not for Vacation Scheduling
4. Sick Leave Pay

(b) Former Tallmadge dispatchers, who were hired by Stow on August 29, 2008, shall be exempt from the probationary period requirement of 180 days set forth in Article XXXIII, 33.01 and Article XII. Their seniority, except for the purposes set forth in 33.04(a), shall be computed from the day they were hired by Stow.

## **ARTICLE XXXIV SUBSTANCE TESTING**

34.01 Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The third party prohibition shall not apply in the conduct of official City business. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

34.02 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

34.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

34.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer may have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

34.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

34.06 No drug testing shall be conducted without the authorization of the Chief of Police or his/her designee. If the Chief or designee orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action and the provisions of Sections 34.01 through 34.08 shall apply and be enforced as if the criteria for a positive test result have been met. Records of drug and alcohol testing shall be kept in the office of the Chief of Police and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the article.

34.07 The employee and the OPBA shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

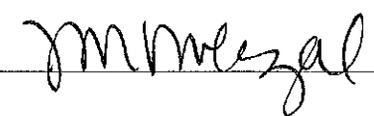
34.08 Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

**ARTICLE XXXV TERM OF AGREEMENT**

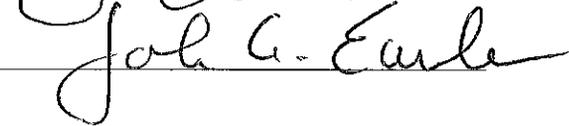
35.01 This Agreement shall be effective July 1, 2012, and shall continue in effect through December 31, 2014, unless either party serves written notice to the other, of its intentions to open negotiations to terminate, modify or negotiate a successor collective bargaining agreement, at least one hundred twenty (120) days prior to December 31, 2014.

IN WITNESS WHEREOF, the parties hereto affix their signature this 10<sup>th</sup> day of January, 2013. 2014

FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION – STOW  
COMMUNICATION SPECIALIST/  
DISPATCHER UNIT (DISPATCHERS)

FOR THE CITY OF STOW

**MEMORANDUM OF UNDERSTANDING – DISPATCH LEAVE POLICY**  
**COMPENSATORY TIME**

The parties agree to enter into this Memorandum of Understanding ("Memorandum") regarding the accrual and the use of compensatory time. This Memorandum shall be effective upon ratification by both parties and shall automatically expire at the end of the thirty-month contract, December 31, 2014, or when the parties ratify and execute a successor agreement, whichever is later. It shall be continued in a successor contract only by mutual agreement between the parties.

1. Communication Specialist/Dispatchers working overtime shall have a choice of payment in cash or compensatory time for overtime except as specified in paragraph 4 of this Memorandum. Compensatory time accumulation shall be limited by a "rolling" cap of 100 compensatory time hours. An employee's overtime hours exceeding 100 compensatory time hours will be paid in cash. No new compensatory time can be earned if an employee is at the 100 compensatory time hour cap.

a. Employees shall be allowed to cash out compensatory time up to four (4) times per calendar year in accordance with procedures outlined by the Police and/or Finance Departments.

b. Compensatory time-off may be taken in one (1) hour increments, however, the two (2) hour minimum overtime guarantee for the employee who works in place of the employee taking the time-off shall not apply (i.e., Agreement Section 18.01). Only actual time worked shall be compensable.

2. An employee may request compensatory time off without prior notice. If the compensatory time is to be taken off within 24 hours of the employee's request, and time off will not create overtime, and the department determines that manning, operational and scheduling requirements allow the time to be taken off, the employee shall be granted the compensatory time off.

3. If the employee's request is for compensatory time to be taken off more than 24 hours after his request, the compensatory time will be provisionally approved and the department's determination of whether the employee's request for compensatory time will create overtime, or whether manning, operational and scheduling requirements will allow the time to be taken off, shall be made no later than 24 hours prior to the time the employee's compensatory time is to begin. If the employee's request for compensatory time is not denied at least 24 hours prior to the time the compensatory time off is to begin, the employee's request for compensatory time shall be considered granted.

4. The Union agrees to waive any federal or state rights under wage and hour laws regarding the department's decision not to grant compensatory time off if it results in overtime unless such rights are not permitted to be waived. In addition, the Union recognizes that if a persistent pattern develops, wherein after confirming an employee's compensatory time off other employees then take sick time or other time off that creates overtime, the parties will negotiate adjustments in the notice requirements of this policy.



(Memorandum incl. in 2012 for information purposes only – not re-executed. See Table 1 Note, p. 20)

**MEMORANDUM OF UNDERSTANDING – TEMPORARY GROUP HEALTH PLAN  
PREMIUM CONTRIBUTION AMOUNTS – EFFECTIVE JANUARY 1<sup>ST</sup> OF 2011 & 2012**

Effective January 1, 2011, as a temporary exception to Table 1, which is entitled Employee Monthly Premium Contribution Rates, and is contained in Section 19.01 of this labor agreement, the actual employee premium contribution amounts shall be established as follows:

	<u>1/1/11</u>
Family Contribution	\$42.00
Single Contribution	\$21.00

Effective January 1, 2012, as a temporary exception to Table 1, which is entitled Employee Monthly Premium Contribution Rates, and is contained in Section 19.01 of this labor agreement, the actual employee premium contribution amounts shall be increased as follows:

	<u>1/1/12</u>
Family Contribution	\$52.00
Single Contribution	\$26.00

This Memorandum of Understanding and its provisions shall automatically expire on June 30, 2012, will no longer apply in any manner and will be replaced by Table 1 of Section 19.01, except that it is agreed that the City of Stow will not seek to negotiate or submit to impasse an increase in the premium contribution amounts of \$52.00/family and \$26.00/single for the remainder of calendar year 2012.

Approved by:

\_\_\_\_\_  
CITY OF STOW

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OPBA, COMMUNICATION SPECIALIST/  
DISPATCHERS

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CITY OF STOW

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