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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN

CITY OF WAUSEON

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(Full-Time Dispatchers and Records Technicians)

Effective January 1, 2013 to December 31, 2015

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PREAMBLE

This Agreement is hereby entered into by and between the CITY OF WAUSEON, hereinafter referred to as the "Employer", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA" to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein.

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RECOGNITION

ARTICLE 1

Section 1. The Employer recognizes the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all full-time dispatchers/ records technicians in the Wauseon Police Department as set forth in the certifications issued by the Ohio State Employment Relations Board.

Section 2. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

DUES DEDUCTION

ARTICLE 2

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

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

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

Section 3. The Employer shall deduct dues, initiation fees or assessments from the employee's regular paycheck. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues.

Section 4. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

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

FAIR SHARE FEE

ARTICLE 3

Section 1. All members of the bargaining unit, as identified in Article I of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount equivalent to the annual dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Rev. Code Sec.4117.09. Effective 60 days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the OPBA shall pay to the OPBA a Fair Share Fee. This does not require any employee to become a member of the OPBA nor shall the Fair Share Fee exceed dues paid by members of the OPBA who are in this Bargaining unit. The OPBA shall prescribe an internal rebate procedure which conforms to Federal law and to Ohio Revised Code 4117.09(C). The deduction of a Fair Share Fee from the payroll checks of employees and its payment to the OPBA is automatic and does not require the authorization of the employee. Payments by employees holding religious conscientious objections shall be governed by Ohio Revised Code 4117.09(C). No employee shall be required to become a member of the OPBA as a condition for securing or retaining employment.

MANAGEMENT RIGHTS

ARTICLE 4

Section 1. The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline and discharge for just cause, layoff and promote; to promulgate and enforce work rules; to introduce new equipment, methods of performing work or facilities; to determine the size, duties and qualifications of the work force, and work schedules.

EMPLOYEE RIGHTS

ARTICLE 5

Section 1. An employee has the right to request the presence and advice of an OPBA representative at all disciplinary interrogations.

Section 2. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3. An employee will be informed of the nature of any investigation against him prior to any questioning. if the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 4. An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file at a reasonable time and place designated by the Employer, and may have a representative of the OPBA present when reviewing his file. A request for copies (at a cost of $.05 per copy) of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 5. In the course of an internal affairs investigation, a polygraph examination will be administered only (1) if a complainant submits to a polygraph first; or (2) with the consent of the employee under investigation.

Section 6. All complaints by civilians which may involve suspension or discharge of an employee shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee against whom the complaint has been filed when such employee is notified of the investigation.

Section 7. Records of disciplinary action that are more than two (2) years old shall not be used concerning any disciplinary action against the employee, nor used in any grievance or arbitration hearing concerning any employee.

NO STRIKE

ARTICLE 6

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline up to and including discharge. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the OPBA meets all of its obligations under this Article.

Section 3. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike"

clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer, is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

Section 4. The Employer shall not lock out any employees for the duration of this Agreement.

DISCIPLINE

ARTICLE 7

Section 1. Disciplinary action taken by the Employer shall only be for just cause.

Section 2. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action. The employee shall be informed of the right to confer with a representative of the OPBA.

ASSOCIATION REPRESENTATION

ARTICLE 8

Section 1. The parties recognize that in limited circumstances it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives, and attempt to accomplish association duties on non-work time. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time lost in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present.

Section 2. One (1) member of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

Section 3. Provided, in the opinion of the Employer, scheduling allows, Director(s) of the OPBA may be allowed three hours per month off, without pay, for the purpose of attending OPBA Director meetings.

GRIEVANCE PROCEDURE

ARTICLE 9

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and, except at Step 1, shall have the right to be represented by a union representative and/or his attorney at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

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

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

b. Grievant - The "grievant" shall be defined as any employee or group of employees within the bargaining unit or the OPBA.

c. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

d. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

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

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

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

d. Where a group of bargaining unit members desire to file a grievance for a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member should be selected to file the grievance and process the grievance in accordance with the grievance procedure outlined in Section 4.

e. The grievant may request an OPBA representative to represent him at any step of the grievance procedure after Step 1.

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

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

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and an OPBA representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer in writing within five (5) days of the meeting.

Step 3: If the Chief fails to give his written answer within five (5) days, or the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within twenty (20) days of the receipt of the appeal, except in a discharge, where the hearing shall convene within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee with a copy to the OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARBITRATION PROCEDURE

ARTICLE 10

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation service to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. An employee other than the grievant who is requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular straight-time hourly rate for all time lost from his regular schedule because his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith.

Section 6. The arbitrator's decision and award will be in writing and delivered within sixty (60) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

NON-DISCRIMINATION

ARTICLE 11

Section 1. The Employer and the OPBA agree not to discriminate against any employees on the basis of race, religion, color, creed, national origin, age, sex or handicap.

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

GENDER AND PLEURAL

ARTICLE 12

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

OBLIGATION TO NEGOTIATE

ARTICLE 13

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

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

CONFORMITY TO LAW

ARTICLE 14

Section 1. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein. The parties shall meet within thirty (30) days to renegotiate such stricken provision.

DUTY HOURS

ARTICLE 15

Section 1. The regular work week for all employees of the Employer covered by this Agreement will be forty (40) hours. This is not to be construed as a guarantee of employment.

Section 2. Overtime shall be balanced as closely as possible on a yearly basis. Overtime offered and refused shall be charged to the employee. A written record shall be retained of all overtime offered, refused and/or worked and shall be available for inspection by an Employee and/or an OPBA designated representative upon request.

Section 3. A regular shift for all employees of the Employer covered by this Agreement shall be at least eight (8) hours and up to ten (10) hours of work which includes one-half (1/2) hour for unpaid lunch, and two (2) paid fifteen (15) minute breaks. This is not to be construed as a guarantee of employment.

Section 4. Record Technician's duty hours shall be the daytime shift, Monday through Friday. Full-time Dispatchers may request shift preference every six (6) calendar months. The Employer will make a good faith effort to accommodate employees' shift preferences, by seniority, when making out the schedule. However, the Employer shall retain ultimate discretion in shift scheduling and assignment. Nothing herein shall prevent the continued use of part-time dispatchers including, but not limited to, use on the weekends.

Section 5. Once the monthly work schedule is posted, unless an employee is given a minimum of forty-eight (48) hours notice, an employee who is required to work either before or after the posted scheduled time, the employee shall be paid at one and one-half times the regular rate for all hours worked either before or after the posted schedule hours.

OVERTIME PAY AND COURT TIME

ARTICLE 16

Section 1. All employees, for work performed in excess of forty (40) hours in one week, when approved of by the Shift Supervisor, shall be compensated, at the employee's election, either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime, or (b) compensatory time computed at the same rate to be taken in the future as approved.

Section 2. The compensatory time options contained in this Article shall be offered only to the extent consistent the Fair Labor Standards Act.

Section 3. An employee may request compensation for one-half (1/2) of accumulated compensatory time four (4) times per year. If an employee has accumulated more than one hundred sixty (160) hours of compensatory time, he shall be compensated at the appropriate rate of pay for all hours in excess of one hundred sixty (160). Requests for payment of all compensatory time can be made at any time with the employee showing financial hardship or a purchase offer for a home.

Section 4. Whenever approved by the Chief, employees called into work or appearing in court on behalf of the Employer for a time period of less than two (2) hours when the employee is not on duty, shall be compensated not less than two (2) hours subject to the election of the method in which compensation is to be received as set forth within Section I of this Article.

Section 5. Hours paid as Holiday pay pursuant to Article XVII compensatory time, personal days, vacation days and sick days shall be considered hours worked for the purpose of calculating overtime. No other paid leave shall be considered as hours worked for purposes of calculating overtime.

HOLIDAYS

ARTICLE 17

Section 1. All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
New Year's Eve	Christmas Day

Section 2. Employees shall not be entitled to any other compensation on a holiday except holiday pay. If an employee requests and is granted the holiday off, the employee shall receive holiday pay for their regular scheduled shift hours up to ten hours.

Section 3. Employees who are not scheduled to work on a recognized holiday shall receive eight hour's pay for the holiday, provided the employee works their full scheduled day before the holiday and the full scheduled day after the holiday, or is off on an approved vacation, compensatory time, or bereavement day off.

Section 4. Should the Employer grant additional paid holidays to non-bargaining unit employees, then such paid holidays shall be automatically added to bargaining unit paid holidays as listed in Section 1.

VACATIONS

ARTICLE 18

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

Length of Service	Hours
After one (1) year	40 hours
After two (2) years	80 hours
After eight (8) years	120 hours
After fifteen (15) years	160 hours
After twenty-five (25) years	200 hours

Section 2. Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time. "Anniversary date," as used in this Article, is the annual occurrence of the date of last hire.

Section 3. Vacation time shall be approved by the Chief and shall be taken at no less than eight (8) hours at a time for up to eighty (80) hours, provided notice is given seven (7) days in advance and scheduling changes from the posted schedule will not result in any additional wage expense to the Employer.

Section 4. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department in the City of Wauseon should he elect such a transfer.

Section 5. Any employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time.

Section 6. Vacation time shall be computed based upon the employee's anniversary date and shall be used between the successive anniversary dates. Up to forty (40) hours may be carried over from one calendar year to another calendar year.

Section 7. Any employee of the Employer who has established service time from being employed by the State of Ohio or any other political subdivision of the state of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer all service time with such other public employer in order to determine the length of service for vacation purposes, provided reliable documentation indicating the number of years of prior service is submitted. One year of prior service means one year of full-time, compensated, prior service as a public employee.

Section 8. An employee eligible for one hundred sixty (160) hours or more vacation shall have the option of receiving all vacation days beyond one hundred twenty (120) hours as pay in lieu of vacation time off.

NON-OCCUPATIONAL ILLNESS OR INJURY LEAVE

ARTICLE 19

Section 1. Non-occupational illness or injury leave shall be defined as an absence with or without pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to contagious disease communicable to other employees; (3) serious illness, injury or death in the employee's immediate family; or (4) other leave under Section 2.

Section 2. An employee is eligible for a leave of absence for one of the following reasons:

a. Birth and care or placement for adoption or foster care in your home of a son or daughter.

b. Care for an immediate family member who has a Serious Health condition.

c. The employee has a Serious Health Condition, including a disability due to pregnancy, which renders the employee unable to perform the functions of the employee's job.

If an employee needs a leave for item (a) the employee will be granted up to twelve (12) weeks within twelve (12) months of the birth or placement of the child provided the employee has been in the employ of the City for at least twelve (12) months and have worked at least 1250 hours during the last 12 months.

If an employee needs a leave under (b) or (c) above, unless waived by the Chief, the employee must provide timely certification that a Serious Health Condition exists by having the Health Care Provider certify that fact, in writing, on the form provided.

Intermittent leave under (a) above will only be available with the approval of the City. Intermittent leave under (b) or (c) will be made available if foreseeable based on a planned medical schedule; however, an employee may be required to transfer to another position, with equal pay and benefits, which more easily accommodates the schedule.

During an absence under this Article, an employee must exhaust all paid leave available to them in the following order: sick leave, paid personal leave, vacation, all other; thereafter, leave under this Article is unpaid.

Upon return from leave an employee will be returned to the employee's former position or one with equivalent pay and benefits.

An employee must give thirty (30) days advance notice of the need for Family Leave or, if thirty days is not possible, as soon thereafter as notice can be given.

During leave under this Article, Group Health insurance benefits will be continued for the length of the leave, not to exceed the provisions of Article XXVI , Section 2, under the same conditions as if an employee continued to work. Provided, however, if an employee does not return at the end of the leave, depending on the reason, the employee may be required to reimburse the City for its insurance premium cost.

The City has a form available entitled CERTIFICATION OF SERIOUS HEALTH CONDITION BY A HEALTH CARE PROVIDER for purposes of obtaining a leave hereunder and complying with the Family Leave Act.

The City may have a doctor of its own choosing review all requests for leave due to illness or injury and to request both additional medical verification and possible examination of the employee by a doctor selected and paid for by the City, including an examination to establish that the employee is not disabled from the performance of their normal duties and that return to duty will not jeopardize the health of other employees.

The total duration of leave under this Article is twelve (12) weeks. After that time has elapsed, the City will decide what course of action will be taken. Also, so that the City can be properly advised of the employee's medical status, medical leave periods will be granted for only thirty (30) calendar days at a time. Once a leave has been granted and the employee is physically unable to return to work on or before the expiration of the leave, the employee must request, and may be granted, an extension of up to thirty (30) calendar days by providing medical certification as required originally. This must be provided no later than the expiration date of the leave. Additional extensions may be requested and granted in the same manner subject to limitations provided above.

An employee is expected to notify the City in advance of the employee's expected date of return. An employee is also expected to obtain a statement from the employee's physician stating that the employee is physically able to resume work.

Section 3. Each employee shall earn, for each completed eighty hours of service, paid sick leave of four and six-tenths hours. Service shall include all hours compensated by the city excluding sick pay; overtime premium shall not be included as compensated time. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, as provided herein.

Section 4. An employee who is to be absent because of illness or injury shall notify his supervisor of such absence and the reason therefore at least two (2) hours before the start of his work shift each day he is to be absent, except in cases of emergency.

Section 5. Sick leave pay may be used in segments of not less than one (1) hour.

Section 6. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, step children residing with the employee or parents residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's

mother, father, spouse, child, step child residing with the employee, brother, sister, father-in-law, mother-in-law * grandparents, and grandchildren.

Section 7. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave pay to the new department.

Section 8. Any employee of the Employer who has accumulated sick leave pay earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said accumulation to his sick leave pay accumulation with the Employer, providing that such sick leave pay accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

Section 9. Upon the retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by thirty-five percent (35%) of the total number of accumulated but unused paid sick days earned by the employee as certified by the Finance Director, providing that such resulting number of days to be paid shall not exceed sixty-five (65). For purposes of this provision, "daily rate of pay" shall not include additional longevity pay as provided under Article XXIV, Section 3.

Section 10. If an employee does not take unscheduled sick time between January 1 and June 30, the employee shall receive one (1) bonus day with pay. If an employee does not take unscheduled sick time between July 1 and December 31, the employee shall receive one (1) bonus day with pay. If an employee does not take unscheduled sick time for the entire calendar year beginning January 1 of each year, the employee shall receive three (3) bonus days with pay. Shift command officers shall have absolute discretion to determine whether an employee is fit for duty when he reports for work. Use of sick leave time for otherwise legal funeral leave is exempt and will not count against an employee qualifying for "bonus days." Scheduled health care appointments for the employee or immediate family member, as defined in Section 6 shall not be counted against the employee for the purpose of accruing "bonus days" as long as the employee provides the proper notice and documentation to the employer.

Section 11. Upon the death of a full-time Employee with not less than ten (10) years of continuous service with the Employer, that deceased Employee's Estate shall be paid the unused sick time in the amount and manner as if he had retired as specified in Section 9 above.

OCCUPATIONAL INJURY LEAVE

ARTICLE 20

Section 1. Upon recommendation of the Mayor, verified by a duly licensed physician approved by the Mayor, a bargaining unit member who is absent due to disability incurred on duty may be allowed injury leave with pay additional to any sick leave provided for in this Section, but not to exceed one hundred (100) days in any calendar year unless such period is extended by action of Council.

Section 2. If at the end of this one hundred (100) day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional one hundred eighty (180) calendar day period.

Section 3. The Employer shall have the right to require the employee to have a physical exam by a physician paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

Section 4. Any employee who is unable to perform the duties of his or her job due to a permanent service related disability compensated by the Ohio Bureau of Workers' Compensation or Public Employees Retirement System Disability Pension Fund shall have the option of receiving a lump-sum payment of his accumulated but unused sick leave within thirty (30) days of the determination of the Disability or remaining on sick leave.

PERSONAL LEAVE

ARTICLE 21

Section 1. All employees shall, in addition to all other leave benefits, be granted twenty-four (24) personal leave hours each year which are to be taken within the year earned. Bargaining unit employees shall receive any additional holidays or personal days granted to non-bargaining unit employees of the City of Wauseon.

Section 2. Personal days shall only be taken with the advance approval of the Chief.

FUNERAL LEAVE

ARTICLE 22

Section 1. An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to three (3) work days for each death in his immediate family. "Immediate family" shall be defined to only include husband, wife, father, mother, sister, brother, son, daughter, step child residing with the employee, grandfather, grandmother, grandchild, father-in-law or mother-in-law. Additional funeral leave days may be granted at the discretion of the Chief, with such additional days being deducted from the employee's sick leave days.

JURY DUTY LEAVE

ARTICLE 23

Section 1. Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary. The employee shall endorse to the Employer any compensation received.

COMPENSATION

ARTICLE 24

Section 1. The wage rates for employees shall be as follows:

	Starting	After One (1) Year	After Two (2) Years
Full time Dispatcher	$12.73	$13.38	$15.47
Records Clerk	$14.11	$14.76	$17.10

The City and the Union agree to reopen this Article, only, prior to December 31, 2013, to determine wages for the remainder of the contract duration.

Section 2. (a) Any employee shall be credited on the salary schedule with up to a maximum of one (1) year of said service under either of the following circumstances:

(1) The employee has at least six (6) months of continuous employment as a dispatcher or records clerk for the State of Ohio or a single political subdivision thereof;

(2) The employee has at least six (6) consecutive months of continuous employment as a dispatcher or records clerk with more than one (1) political subdivision or a political subdivision and the State of Ohio.

(b) After the employee completes six (6) months continuous service with the City of Wauseon, he or she shall be given six (6) months additional credit on the salary schedule.

(c) After the employee completes his or her probationary period with the City of Wauseon, he or she shall be given the balance of credited time up to a maximum of one (1) year total additional credit.

Section 3. All full time dispatchers and records technicians shall receive the additional longevity pay as follows:

a. After ten (10) years of full time employment with the City: $.15 per hour;

b. After twenty (20) years of full time employment with the City: $.20 per hour.

UNIFORM ALLOWANCE

ARTICLE 25

Section 1. Equipment and uniforms covered under this Section are specified in the Department's Policy and Procedures, and include those items to be purchased by the employer.

Section 2. At the time of hire, and at all times thereafter, the Employer shall provide all employees with the uniform pieces and shall reimburse employees, as applicable, for uniform pieces as set forth in Appendix A. Thereafter, the Employer agrees to replace uniform pieces and reimburse the employee for replacement pants on an as-needed basis. The Employer may change the style of uniform pieces to be worn by employees during the term of this Agreement.

Section 3. The Employer shall reimburse employees the reasonable cost to repair or replace (whichever is less) employee-owned jewelry, including wristwatches, and cell phones damaged in the performance of the employees' duties. The repair cost or replacement value of any jewelry shall not exceed Four Hundred Dollars ($400.00) for each individual item. The repair cost or replacement value of any eyeglasses shall not be subject to a maximum limit for each individual item. Upon payment by the Employer to the employee, or any appropriate third party, of any amount necessary to repair or replace eyeglasses or jewelry destroyed, the employee shall assign to the Employer all rights against any third

party as appropriate to recover the monies expended for repair and/or replacement. Such reimbursement for damage shall only be made when the loss and/or damage is listed upon the appropriate incident reports.

INSURANCE

ARTICLE 26

Section 1. The City will maintain and pay the necessary premiums for the present medical insurance contract through December 31, 2012.

Section 2. Upon expiration of the present medical insurance contract on December 31, 2012, the City will secure the following medical insurance coverage (PPO plan):

Deductible		
	In-Network	$500/$1,000
	Non-Network	$1,000/$2,000
Coinsurance		
	In-Network	20% after deductible
	Non-Network	40% after deductible
Maximum Out-Of-Pocket		
	In-Network	$1,000/$2,000
	Non-Network	$7,000/$14,000
Lifetime Maximum		Unlimited
Primary Care Office		
	In-Network	$25 copay/20%
	Non-Network	40% after deductible
Specialty Care Office		
	In-Network	$40 copay/20%
	Non-Network	40% after deductible
Emergency Room		
	In-Network	$150 copay
	Non-Network	$150 copay
Inpatient Hospital		
	In-Network	20% after deductible
	Non-Network	40% after deductible

Urgent Care

In-Network	$50 copay/20%
Non-Network	40% after deductible

Prescription Drugs

30 day supply copay	$10/$25/$40
90 day supply copay	$20/$50/$120
Multi Source copay	$55 for 30 day supply
Multi Source copay	$165 for 90 day supply

Section 3. The applicable health insurance premium will be paid by the City only as follows:

(a) For the three (3) months following the month in which an employee is laid off.

(b) For the six (6) months following the month in which the employee begins an approved sick leave.

(c) For the six (6) months following the month in which the employee begins a compensated worker's compensation leave; furthermore, if the leave is due to an injury sustained in responding to a call or assisting at the scene of a crime, for one (1) year following the month in which the leave begins or until the employee is covered by the Police and Fire disability plan, whichever comes first, provided that City Council may extend the coverage for any employee injured in the line of duty.

Section 4. Employees shall pay 10% of the monthly health insurance premiums for the level of coverage chosen by the employee. The premium amounts for 2013 are as follows:

Single	$48 per month
Employee/Spouse	$104 per month
Employee/Children	$80 per month
Family	$146 per month

For pay dates during the entire period of this contract, the City is authorized to withhold the monthly premium as the employee's, pre-tax contribution to the payment of health insurance premiums.

Section 5. Employee shall have the right to decline medical health insurance offered by the City. The employees are entitled to decline coverage as follows:

(a) Decline coverage for medical;

(b) Decline medical coverage for spouse;

(c) Decline medical coverage for children.

In the event an employee wishes to decline coverage as set forth hereinabove, the employee shall notify the City Finance Director in writing of that decision on forms to be provided by the City Finance Director.

Section 6. Employees acknowledge the ability to decline various insurance coverage as set forth in this provision may only occur pursuant to the terms and conditions of the then existing medical insurance policy contracted for by the City.

Section 7. The City may from time to time make application with various health insurance companies. Employees will cooperate in the application process.

Section 8. The City shall maintain life insurance in the amount of Twenty-five Thousand ($25,000.00) Dollars on each employee.

Section 9. Nothing contained in this Article shall prevent any employee from participating in any other health insurance plan offered by the City.

Section 10. The City and Union agree to open this Article, only, prior to December 31, 2013, to determine medical health coverage for the remainder of the contract duration.

MISCELLANEOUS

ARTICLE 27

Section 1. Any instance where the Employer sends an employee for a medical examination, it shall be at no cost to the employee, provided the employee submits covered expenses to the health insurer. Provided further that the City shall pay for all costs not paid by the health insurer.

Section 2. Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee

arising from or because of any action on or inaction by such employee in the scope of employment.

Section 3. All salaries and wages shall be paid bi-weekly on the Friday following the close of the pay period on the previous Saturday unless pay day falls on a holiday observed by the City. Pay day is then to be on the closest day to the normal pay day.

Section 4. The City shall provide space for one (1) locked bulletin board for official OPBA notices. The bulletin board shall be located in the squad room.

Section 5. COLLEGE REIMBURSEMENT. Reimbursement for graduate, college or university class work shall be as follows:

(a) all course work must be pre-approved by Chief of Police and must be in the fields of law enforcement or management;

(b) payment will be made based upon the number of approved hours to a maximum of sixteen (16) semester hours or twenty (20) quarter hours;

(c) an employee will be reimbursed for the hours taken and passed with at least a grade of C or receive a pass in a pass/fail course provided an official transcript and a paid fee slip are delivered to the finance director. The employee will be reimbursed within a reasonable time after providing the information. Failure to provide an official transcript and a paid fee slip will result in no reimbursement to the employee;

(d) the amount of reimbursement may not exceed the actual amount expended by the employee for said course work. Reimbursement shall be for tuition costs and a maximum of One Hundred ($100.00) Dollars per course per employee for fees and/or books. All other fees are the responsibility of the employee;

(e) the City shall not be required to pay a sum in excess of Four Thousand ($4,000.00) Dollars per any calendar year for reimbursement. In the event those funds are insufficient to provide full reimbursement to all employees, the monies shall be prorated among the qualifying employees;

(f) employees shall notify the Chief prior to January 1 and July 1 of classes which they expect to pursue in the subsequent six (6) month period;

(g) any balance in the college reimbursement fund shall be returned to the general fund at the end of the year.

Section 6. The City shall reimburse each employee an amount not to exceed Two Hundred Fifty ($250.00) Dollars per person or Five Hundred ($500.00) Dollars per family for any dental services incurred by them or their family in the year for which reimbursement is sought. Such reimbursement request shall be submitted directly to the Police Chief who shall then submit the request to the Finance Director for reimbursement.

Section 7. For purposes of this contract, the Chief's designee shall be authorized to act on behalf of the Chief in the event that the Chief is absent or otherwise unavailable.

Section 8. An employee may hold a job with another organization provided that doing so is not inconsistent with the Department's policies and procedures, and the employee is able to satisfactorily perform her job responsibilities with the City of Wauseon. All employees will be judged by the same performance standards and will be subject to the City's scheduling demands, regardless of any outstanding work requirements.

PROBATIONARY PERIOD

ARTICLE 28

Section 1. New employees shall be considered to be on probation during the first one (1) year of employment, and during said period, their employment may be terminated for any reason without recourse to the grievance procedure. Probationary employees who are retained for a period exceeding one (1) year will have as their seniority date their date of last hire.

LOSS OF SENIORITY

ARTICLE 29

Section 1. Employees shall forfeit any right to seniority, and said employees, names shall be removed from the seniority list and employment terminated for any of the following reasons:

a. Voluntary resignation;

b. Failure to obtain an approved leave of absence in writing;

c. Absence from work for, three (3) consecutive working days without proper notification;

d. Failure to report to work within seven (7) working days after notice of recall;

e. Overstaying an approved leave of absence or any approved extension thereof;

f. Discharge for cause;

g. Death or retirement; and

h. Layoff for a period of time in excess of two (2) years.

LAYOFFS

ARTICLE 30

Section 1. Members of the bargaining unit may be laid off only for lack of work or lack of funds. When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees ten (10) days in advance of the effective date of the layoff or job abolishment. For the purposes of this Article, "days" shall be defined as calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement. Employees will be notified of the Employer's decision to implement any short-time layoff lasting seventy-two (72) hours or less as soon as possible.

Section 2. In the event of a layoff situation, members of the bargaining unit will be held in accordance with their departmental seniority (last hired, first laid off) and laid off only after all non-full time, non-permanent employees have been laid off. Nothing contained herein will prevent the Employer from laying off Full-time Dispatchers before a Records Technician.

Section 3. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

Section 4. A recall from layoff will be based upon departmental seniority (last laid off, first recalled). Nothing contained herein will prevent the Employer from recalling a Records Technician before Full-time Dispatchers.

SAVINGS CLAUSE

ARTICLE 31

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

TRAVEL ALLOWANCE

ARTICLE 32

Section 1. Any employee requested by the City to use his private vehicle in the course of his employment shall receive a mileage allowance in accordance with the policy then in effect for all city employees.

PERSONNEL FILES

ARTICLE 33

Section 1. It is recognized by the parties that the Employer must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the City of Wauseon. However, to the extent that any records, papers or other documents covering members of the Union are not legitimately considered unavailable to review by such members, every member shall be allowed review his/her personnel file at any reasonable time upon request. If any member is involved in a grievance regarding which matters in his or her personnel file may be material, the Union representative will also be granted the use of the members' personnel file at reasonable times where such access is authorized, in advance, by the employee-member. Public records requests for information contained in an employee's personnel file will be handled in accordance with Ohio Revised Code Section 149.43.

Section 2. For the duration of this Agreement, and any extension thereof, if an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he/she has access, the member may write a memorandum to the chief or the appropriate representative explaining the alleged inaccuracy. if, upon investigation, the Chief, sustains such allegation, he shall do one of the following:

a. The employee's memorandum may be attached to the material in question and filed with it and the Chief, or his representative

shall note thereon his concurrence; or

b The Chief or his representative may remove the inaccurate material from personnel file if he feels that its inaccuracies warrant such removal.

Section 3. For the duration of this Agreement and any extension thereof, any material placed in an employee's personnel file, after the effective date of this Agreement, which is not legitimately excluded from review by the employee, may be reviewed. If such material is not inaccurate (see Section 2 above) but the employee feels that clarification of the circumstances surrounding the writing of such material is necessary, the employee may submit to the Chief or his representative a written, clarifying or explanatory memorandum not to exceed one (1) page in length. Should the memorandum not contain derogatory or scurrilous matter regarding the administration or any other employees, the Chief will immediately have such memorandum attached to the material to which it is directed and placed in the employee's personnel file.

Section 4. As expeditiously as possible, the Employer shall notify employees of any requests by any person, organization and/or entity, to inspect or release any part of any employee's personnel file.

Section 5. Disciplinary action will expire from an employee's work record in accordance with the following schedule:

1. ORAL REPRIMANDS - one (1) year from the date of the reprimand.

2. WRITTEN REPRIMANDS - two (2) years from the date of the reprimand.

3. SUSPENSIONS OF THREE (3) DAYS OR LESS - three (3) years from the date of the suspension.

4. SUSPENSIONS OF FOUR (4) DAYS OR MORE - four (4) years from the date of suspension.

DURATION OF AGREEMENT

ARTICLE 34

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective upon ratification and shall remain in full force and effect until December 31, 2015. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2015, notice of such a desire shall be given prior to September 30, 2015. If such notice is given,

this Agreement shall remain in effect until the parties reach agreement on a new contract.

EXECUTION

ARTICLE 35

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 17th day of December, 2012.

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:	FOR THE EMPLOYER: CITY OF WAUSEON
By: Rhonda McConnell	By:
By: Emily Porter	By:

APPENDIX A

UNIFORM SUPPLY LIST

The Wauseon Police Department will supply the following:

Dispatchers:

- (5) short sleeve shirts with department logo
- (5) long sleeve shirts with department logo
- (5) pairs of khaki pants (department approved)
- (1) fleece pull over with department logo
- (1) pair of footwear

Records Technician

- (5) short sleeve uniform shirts
- (5) long sleeve uniform shirts
- (5) pairs of uniform or khaki pants
- (1) navy sweater
- (1) pair of uniform footwear
- (1) short sleeve shirt with department logo
- (1) long sleeve shirt with department logo

New Hires

New hires will be issued the uniforms listed above based on their classification; however, they will be limited to the issuance of a maximum of three (3) items in each area.