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AGREEMENT

OF

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(PATROLMEN, SERGEANTS, LIEUTENANTS)**

AND

CITY OF TIFFIN, OHIO

EFFECTIVE: January 1, 2014
EXPIRES: December 31, 2016

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ARTICLE 1 - PURPOSE

This Agreement, entered into by the City of Tiffin, hereinafter referred to as the "City" or "Management", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Management and the Union in an effort to provide service of the highest standard to those concerned and to establish an equitable and peaceful procedure for the resolution of differences which may arise between the parties.

ARTICLE 2 - RECOGNITION OF THE UNION

Section 1. Bargaining Rights

Management hereby recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining agent for the following bargaining units: (A) all Tiffin Police Department full-time, sworn personnel in the rank of patrolman; and (B) all Tiffin Police Department full-time, sworn personnel in the rank of Lieutenant and Sergeant.

Section 2. Non-Discrimination

There shall be no discrimination, harassment or pressure by the City or the Union against any employee on the basis of such employee's membership or non-membership in the Union. In addition, neither the Management nor the Union shall discriminate against the employees on account of race, color, creed, religion, sex, ancestry, national origin, handicap, disability, or political affiliation.

Section 3. Dues Deduction

The City will respect individual written authorization by its bargaining unit employees to deduct from their wages and/or salaries such amount as they have agreed to pay as regular Union dues to the Ohio Patrolmen's Benevolent Association and will transmit such sum to the Ohio Patrolmen's Benevolent Association at 10147 Royalton Road, Suite J, North Royalton, OH 44133, once each month.

All bargaining unit employees, after being employed 60 days, shall either become dues paying members of the Ohio Patrolmen's Benevolent Association or, as a condition of continued employment, remit to the Ohio Patrolmen's Benevolent Association a fair share fee established in accordance with O.R.C. 4117.09(C). In determining a fair share fee, the Union shall only exact the amount necessary to perform its duties as an exclusive bargaining representative of the employees in dealing with the City on labor-management issues, and in no event shall fair

share fees be used for political action purposes. This amount shall be deducted from the wages of all such non-member bargaining unit employees on the same basis as the deductions made for dues from members of the Ohio Patrolmen's Benevolent Association. Nothing in this section shall be construed to require any employee to become a member of the Ohio Patrolmen's Benevolent Association.

It shall be the exclusive responsibility of the Union to comply with federal law concerning the amount of the fair share fee. The Union shall prescribe an internal rebate procedure which conforms to federal law and to Ohio Revised Code Section 4117.09(C).

The Union agrees to indemnify and hold the City, its officers, agents and employees, harmless against any and all liability, including, but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees which may arise by reason of or result from the operation of this section.

ARTICLE 3 - COOPERATION

Management and the Union shall use their best efforts to fulfill their responsibilities as public servants, to achieve better understanding between the Management and the employees represented by the Union, to assure the proper and uninterrupted functions of the services of the City, and to promote mutual respect and fair dealing between the Management and employees represented by the Union.

ARTICLE 4 - EMPLOYEE RIGHTS

Section 1.

An employee has the right to the presence and advice of an OPBA representative at all disciplinary hearings.

Section 2.

Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigations may be the basis of such a charge.

Section 3.

Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods

and attendance to physical necessities. In addition, the employees may record such interrogation if he has a recording device available so as not to delay the investigation. Employer may have a transcript of such recording at the Employer's expense.

Section 4.

An employee will be informed of the nature of any investigation of himself 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 5.

An employee may request an opportunity to review his personnel file, add memorandum to the file clarifying any material contained in the file, and may have a representative of the OPBA present when reviewing his file. A request for copies 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 6.

Written notice shall be given to an employee when it is determined that charges are to be brought against an employee.

Section 7.

The Union acknowledges the right and duty of the City to investigate civilian complaints, regardless of the manner or method in which such complaints are presented. The City shall not take disciplinary action against an employee solely on the basis of a civilian complaint, without corroborating evidence. All complaints by civilians which may involve suspension or discharge of an employee, shall be in writing signed by the complainant. The employer will furnish a sanitized copy of the complaint (without signature) to the Union upon request and will certify that it has been signed. The signed complaint must be furnished to the Union three weeks prior to the scheduled date of arbitration.

Section 8.

Employees may be required to submit to a polygraph examination by the Chief in the following situations:

1. Internal investigations resulting from complaints alleging criminal activity or offenses, or complaints of alleged misconduct which, if true, could harm the department's image and reputation, provided that such complaints are substantiated by either a sworn statement from an officer, a polygraph examination of the complainant, or other corroborating information;

2. Serious violations of departmental rules and regulations which, if true, could result in dismissal, provided the employee is informed in advance of the issue or issues to be determined by the examination.

In the event that an officer is required to submit to a polygraph examination, the questioning shall be narrowly related to the specific investigation. An officer shall be subject to disciplinary action for refusing to submit to a polygraph examination authorized under this provision.

Section 9.

Employees shall not be subjected to voice stress analysis in conjunction with any internal investigations.

ARTICLE 5 - MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision or provisions of this Agreement, the Management reserves and retains solely and exclusively all of its inherent, statutory, and common law rights to manage the operation of the Police Department of the City of Tiffin, Ohio, as such rights existed prior to the execution of this or any other previous agreement with the Union or its employees. The sole and exclusive rights of the Management, which are not abridged by this Agreement, shall include but are not limited to: its right to determine the overall mission of the Police Department as a unit of the City and to take such actions to carry out the mission of the Police Department as a part of the city government; its rights to determine the facts which are the basis of the Management decisions; to direct, supervise, evaluate, or hire employees; to establish or continue reasonable policies, practices or procedures for the conduct of the Police Department and its services to the citizens of Tiffin, and from time to time, to change or abolish such practices or procedure; to determine and from time to time redetermine the number, types, and locations and relocations of its employees or to discontinue any performance of duties by employees of the City of Tiffin within the Department; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by Management; to establish training programs and upgrading requirements for employees within the Department; to transfer, promote or demote employees for just cause, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work or other legitimate reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause and otherwise to take such measures as the Management may determine to be necessary for the orderly and efficient operation of the Police Department for the City. The employer is not required to

bargain on subjects reserved to the management, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific terms of this Agreement.

ARTICLE 6 - UNION BUSINESS LEAVE

The members of the Union Negotiating Committee shall be granted leave from duty, with full pay, for all meetings between the Management and Union, for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which said members are scheduled to be on duty. The Union Negotiating Committee shall consist of no more than one (1) member from each Division (Blue and Gold) at any one meeting together with the Union Director, totaling no more than three (3) members on the negotiating team. The Union director from each bargaining unit or his designee may take three (3) working days with pay to attend out of town Union business sessions.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. General

There shall be an earnest, honest effort to settle disputes and controversies properly. The procedures of this article shall serve as a means of settlement of all grievances. Should any difference or dispute arise between Management and the Union, or Management and the employees, there shall be no lockout, strike, work stoppage or slow-down on account of such difference or dispute, but the matter shall be settled in accordance with the procedure hereinafter provided.

Section 2. Grievance Defined

A grievance shall be defined as a complaint by the Union or an employee involving the application, interpretation or alleged violation of the provisions of this Agreement.

Section 3. Time Off for Grievance Meetings

The grievant and his Union representative shall be released from his normal duty hours, upon approval of his supervisor, to participate in the grievance procedure, without loss of pay or benefits. Such approval shall not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard.

Section 4. Procedure

An aggrieved employee shall first discuss his complaint with his immediate supervisor, with or without a Union representative present, and attempt to resolve the dispute. If a supervisor resolves the grievance at this level, written acknowledgment of the resolution of the grievance shall be furnished the grievant, a Union Director, and the Chief of Police. If the employee is not satisfied with the oral response from his supervisor, which response shall be given within three (3) days of the submission of the grievance, he may appeal the grievance.

Step 1. The grievance, containing a reference to the article and section of the Agreement being grieved, shall be submitted to the Chief of Police or, in his absence, the Acting Chief or the senior ranking officer on duty, in writing, within ten (10) calendar days from the occurrence of the event which precipitated the grievance or the date the occurrence was first known to the grievant. The Chief, Acting Chief, or the senior ranking officer on duty receiving the grievance shall date the grievance form, accurately showing the date of receipt. The Chief shall investigate the grievance and, if he deems necessary, shall schedule a meeting to discuss the grievance with the Union representative and grievant within ten (10) calendar days of his actual, as opposed to constructive, receipt of the grievance. The Chief shall submit his written response to the grievant and the Union within five (5) calendar days of the meeting, or, if no meeting is held, within five (5) calendar days of his actual, as opposed to constructive, receipt of the grievance. In the event the grievant is not satisfied with the response of the Chief of Police, he may appeal to Step 2.

Step 2. In the event the grievance is appealed from Step 1, the grievance, along with all correspondence, shall be submitted to the City Administrator within five (5) calendar days of receipt of the Chief's response. They shall investigate the grievance and, if necessary, schedule a joint grievance meeting with the grievant and his Union representative within seven (7) calendar days after receipt of the grievance. The City Administrator shall reply to the Union and the grievant in writing within seven (7) calendar days after completion of the grievance meeting or receipt of the grievance, whichever is later. If the answer of the City Administrator is not satisfactory to the grievant, the grievance may be appealed to Step 3.

Step 3.

A. Should any grievance remain unsettled after exhausting the above procedure the Union may demand arbitration in writing within ten (10) calendar days after receipt of the response from Step 2. Only the Union, acting through its President and/or Union Representative, may authorize an appeal to arbitration. The City and the Union shall jointly request the United States Federal Mediation and Conciliation Service to furnish a

panel of five (5) qualified arbitrators limited to those FMCS Areas which include Ohio and Michigan and the parties shall select a single arbitrator from such panel by alternate striking of names.

B. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall determine only whether there has been a violation of this Agreement within the allegations set forth in the grievance. The arbitrator shall not substitute his judgment for that of the City unless he expressly finds that the City's judgment or actions violate the written provisions of this Agreement.

C. Each party hereto shall pay the expenses incurred in the presentation of its own case. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the City and the Union. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Should copies of the transcript be desired by both parties, the entire cost of the reporter and transcripts shall be divided equally by the parties.

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

Section 5. Time Limits

The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specific time limits will be deemed waived and void. If the City fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the Grievance and Arbitration Procedure. The time limits specified for either party may be extended only by written mutual agreement. If the grievance is not timely appealed to the next step, it shall be considered resolved with its previous disposition.

Section 6. Disciplinary Appeals

The grievance procedure contained herein shall be the exclusive method of appealing any disciplinary action taken by the City. However, probationary employees serving their initial probationary period may not appeal disciplinary action taken by the City.

ARTICLE 8 - DISCIPLINE

Disciplinary action shall only be taken for just cause. When imposing discipline, the City shall act consistent with the principles set forth in the Police

Department's policies and procedures manual. The City shall meet with the Union and discuss any changes to the Police Department's disciplinary policies and procedures prior to implementation of any such changes. Where a disciplinary or counseling matter does not involve a criminal investigation the City shall, as soon as practical, provide notice to the employee of possible disciplinary action and within forty-five (45) calendar days enact such discipline or counseling if warranted. An employee who is suspended, demoted or discharged shall be given written notice of the discipline to be imposed and the reasons for the disciplinary action, including identification of the alleged violation, within ten (10) days of the Chief's hearing, unless there is a simultaneous criminal investigation, in which event the notice will be given within a reasonable time after the completion of the criminal investigation.

Counseling records may be used in an employee's performance evaluation but shall not be used for purposes of formal discipline. Counseling records shall be removed from department records at the end of the performance evaluation period in which they occur. Counseling records shall be maintained by the immediate supervisor responsible for the employee's evaluation and shall be kept in the Sergeant's Office at the police department.

Force and Effect of Discipline

Verbal reprimands shall cease to have force and effect and shall be removed from the personnel file and placed in an alternate file twelve (12) months following their effective date, provided there is no intervening disciplinary action taken during the twelve (12) month period.

Written reprimands shall cease to have full force and effect and shall be removed from the personnel file and placed in an alternate file eighteen (18) months after their effective date, providing there is no intervening disciplinary action during the eighteen (18) month period.

Working or non-working suspensions shall cease to have force and effect and shall be removed from the personnel file and placed in an alternate file twenty-four (24) months following the date of suspension, provided there is no intervening disciplinary action during the twenty-four (24) month period.

ARTICLE 9 - OVERTIME

Section 1. Voluntary Overtime

Overtime shall be voluntary and not required, except in situations which are deemed necessary by the Chief or his designee. Voluntary overtime shall be offered by the Chief of Police by seniority. Seniority, for purposes of this section, shall include both command officers and patrolmen. Command officers shall have seniority over patrolmen and seniority by rank. Seniority within separate

ranks shall be by date of appointment to rank. Once an overtime assignment is accepted or ordered, it shall be considered part of an employee's normal and regular work assignment.

The Chief shall post, not less than two (2) weeks in advance, a sign-up sheet for voluntary overtime for parades and special events. Ninety-six (96) hours prior to the event, the sign-up sheet shall be closed and further sign-ups prohibited. The Chief shall first choose employees to fill duty assignments from this list. If an insufficient number of employees have signed the list, the Chief may designate any employee to work the parades or special events. For purposes of this section, "employee" shall mean any qualified employee within the Police Department.

An employee may sign up for voluntary overtime irrespective of whether he is on vacation or not otherwise working when the sign-up sheet is posted or when the overtime is to be worked. However, it shall not be the City's responsibility to notify any such employee when voluntary overtime opportunities are posted.

When over-time becomes available due to minimum manning requirements in accordance with the current uniform patrol minimum manning overtime directive, the City agrees to post an overtime sign-up sheet if the need for overtime develops ninety-six (96) or more hours in advance and agrees to contact employees if the need for overtime develops less than ninety-six (96) hours in advance. Forty-eight (48) hours prior to the overtime, the sign-up sheet shall be closed and further sign-ups prohibited. Uniform Division employees working on the shift preceding the shift on which the overtime opportunity is available shall be offered no more than the first two (2) hours of overtime work in the order of their seniority and Uniform Division employees on the shift following the shift on which the overtime opportunity is available shall be offered the last two (2) hours of work in the order of their seniority. If no Uniform Division employee on the shifts preceding or following the shift on which overtime is available accepts the overtime opportunity, then the Chief shall offer the overtime on the basis of seniority in accordance with paragraph one (1) of this Section. If no officer assigned to the Uniform Division or Administrative Division accepts the overtime, qualified and available investigators assigned to the Criminal Division and the Youth Services Bureau will be offered the overtime. If multiple investigators volunteer for overtime, and all Uniform and Administrative Officers have declined, the overtime will be filled by seniority. If no available investigator accepts the overtime, then the lowest ranking Uniform Division employee working the off-going shift shall be ordered to stay over and work the first two (2) hours available and the lowest ranking Uniform Division employee scheduled to work the oncoming shift shall be ordered to work the last two (2) overtime hours. Any remaining hours shall be filled by ordering the least senior off-duty Uniform Division employee to fill the remainder of the shift. Absent an emergency or scheduled shift change, no employee shall be required to work in excess of twelve (12) hours during any twenty-four (24) hour period. Nothing in this

Section shall be construed as a limitation on the right of the Chief or his designee to assign overtime in any other manner when warranted by an emergency.

While Administrative Division officers are only included in the minimum manning computation by order of the Chief of Police, minimum manning overtime, which does occur, will be filled by seniority by the Administrative Division officers and those officers assigned to the Uniform Patrol Division. The Captain and investigators assigned to the Criminal Division and the Youth Services Bureau may not be ordered in to cover patrol minimum manning unless warranted by an emergency as determined by the Chief of Police or his designee, the Mayor, the Governor, or the President of the United States.

Section 2. Special Duty Overtime

The Chief or his designee, as he determines, may designate all or less members of the department to carry out specialized duties such as accident reconstruction and canine service. Eligibility for this service is based on the specialized training and/or the certification of department employees.

If less than all qualified employees are designated for assignment, the assignment shall be offered to those qualified on the basis of seniority. Seniority for purposes of this section shall include both command officers and patrol officers. Command officers shall have seniority over patrol officers and seniority by rank. Seniority within separate ranks shall be by date of appointment to rank. If an insufficient number of employees voluntarily accept the assignment, the least senior qualified employee(s) in the rank of patrol officer, then sergeant, then lieutenant shall be required to work the assignment.

Section 3. Overtime Pay

Any employee working a ten (10) hour shift who works in excess of ten (10) consecutive hours will be compensated at the rate of one and one-half times his base rate for the first two (2) hours in excess of ten (10) hours and double time for continuously worked hours thereafter. Any employee working an eight (8) hour shift who works in excess of eight (8) consecutive hours will be compensated at the rate of one and one-half (1-1/2) times his base rate for the first four (4) hours in excess of eight (8) hours and double time for continuously worked hours thereafter. Should an officer work a parade or special event on his normal off duty time, he shall be guaranteed a minimum of four (4) normal hours pay regardless of time worked. Any employee working overtime on any designated holiday shall be compensated at double time his hourly rate for all hours worked in overtime status.

Subject to approval by the Police Chief, an employee entitled to overtime pay in accordance with this section may elect to receive, in lieu of such pay, compensatory time off of work at the employee's regular rate of pay. All such compensatory time off shall be accrued at a rate of one and one-half hours of

compensatory time for every one hour of overtime worked. Employees may accrue up to one hundred twenty (120) hours of compensatory time and may carry over compensatory time from year to year. Scheduling of compensatory time off of work must be approved by the Police Chief and shall be granted unless it would be unduly disruptive to the Department's operations. Compensatory time may be taken, with approval of the Police Chief, in fifteen (15) minute increments.

Section 4. Pyramiding

There shall be no pyramiding of premium pay for the same hours worked.

Section 5. Rotating Shifts

There shall be no overtime paid to employees who work more than their regularly scheduled shift in a twenty-four hour period while changing from one shift to another.

Section 6. Call-In Pay

Call-in pay is defined as payment for work assigned by the Chief or his designee, or for court time as defined in Section 7 of this Article, and performed by an employee at a time disconnected from his normal and prescheduled hours of work. Call-in pay does not apply to payment for work performed during hours contiguous to an employee's scheduled work hours unless such work is assigned with less than twenty-four (24) hours notice, to off-duty work initiated by employees, or to time worked by an employee in order to correct his or her own errors.

Notwithstanding the foregoing, the Chief may, in his discretion, grant a minimum of one (1) hour pay at one and one-half (1-1/2) times the regular pay up to and including the actual time worked for off-duty work initiated by employees when, in his estimation, such pay is warranted by the particular circumstances then before him. However, in no case shall the granting or denial of call-in pay for such off-duty work be subject to the arbitration provisions of this agreement, nor shall such granting or denial of call-in pay be considered as evidence of past practice with respect to the interpretation of this Section.

Employees entitled to call-in pay shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay with a minimum of four normal hours pay (two hours forty minutes at one and one-half times the regular rate of pay) regardless of time worked.

Section 7. Court Time

Whenever it is necessary for an off-duty employee to appear in court, or for pre-trial conference, for the prosecution of a criminal or civil case, such employee

shall be compensated in accordance with the provisions of Section 6 of this Article. Any witness fees received as a result of court appearances in connection with City employment shall be turned over to the Chief within three (3) days of receipt of such fees. Any travel pay received when employee uses City supplied transportation will similarly be turned over to the Chief, in accordance with the above provision. Compensation will be given only for court time for appearance in a civil case which has arisen as a result of police activities. The City shall make every effort to notify an employee when a court appearance has been continued or postponed.

Section 8. Training Time

Training time shall not be considered call-in time. Employees shall be compensated for all hours worked while undergoing training, as approved by the Chief or his designee. When an employee works more than forty (40) hours in any one (1) week due to training, he shall be compensated at the rate of one and one-half (1-1/2) times his regular rate of pay for the hours in excess of forty (40) hours. On any day that an employee is scheduled for training, the City may, in its discretion, require an employee to return to work upon the conclusion of the training if the time spent by the employee in training, inclusive of travel time, has not exceeded eight (8) hours for the day in question.

Time spent for one (1) round trip of travel to and from training conducted outside the City of Tiffin shall be considered training time to the limited extent specified herein. The City will pay for one (1) round trip of travel for training conducted outside the State of Ohio and will pay for one (1) round trip of travel per week, or part thereof, for training conducted in the State of Ohio. Travel shall be by the most reasonably expeditious means.

Section 9. Payment for Overtime

Overtime pay shall be accumulated and shall be paid bi-weekly.

Section 10. Jury Duty

With the approval of the Chief of Police, an employee shall be excused from his normal duty assignment without loss of pay or other benefits in the event he is summoned for jury duty.

The employee shall remit to the Finance Director whatever sum is paid to him by the court for his appearance or service as a juror on those days from which he is excused from work.

ARTICLE 10 - HOLIDAYS

Section 1.

The City shall grant employees eleven (11) holidays and one (1) personal day annually whether or not holidays and the personal day are worked in the course of regular duty. These holidays and personal day shall consist of the following:

1. New Year's Day - January 1
2. Presidents' Day - Third Monday in February
3. Easter Sunday
4. Memorial Day as designated by State of Ohio
5. Independence Day - Fourth of July
6. Labor Day - First Monday in September
7. Columbus Day - Second Monday in October
8. Veteran's Day - Eleventh of November
9. Thanksgiving Day - Fourth Thursday in November
10. Friday following Thanksgiving Day
11. Christmas Day - Twenty-fifth of December
12. One Personal Day - Any date selected with approval of supervisor.
13. Any other day declared to be a holiday by proclamation by the Mayor.

Section 2.

Each employee will work his regularly scheduled shift through the year regardless of whether or not his regularly scheduled shift falls on one of the above holidays. Each employee shall have the option of being paid an additional ten (10) hours of pay for up to a maximum of six (6) of the holidays. This option shall exist whether or not the employee was required to work the holiday. If an employee elects to receive additional pay for up to six (6) holidays, he shall be entitled to ten (10) hours of compensatory time off for each of the remaining holidays and personal day. Again, the right to the compensatory time off exists whether the employee worked the holiday or not. Subject to the limitation on accrual of compensatory time set forth in Article 9, Section 3, an employee may take all holidays and personal days as compensatory time off if he so desires.

Section 3.

If an employee works on New Years Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the Friday following Thanksgiving Day, or Christmas, the employee shall receive 150% of their regular pay for each hour worked.

ARTICLE 11 - FUNERAL LEAVE

Employees shall be granted three (3) working days leave for the purpose of attending the funeral and taking care of family matters, with no loss of pay, not to be deducted from accumulated leave, in the event of death in their immediate family (which is defined as the employee's spouse; the employee's or employee's spouse's parents or legal guardians; spouse; children or stepchildren; siblings; sister-in-law; brother-in-law or the grandparents of the employee or the employee's spouse) which leave shall commence with the day following the death or, if requested by the employee, shall commence with the day of death.

Employees shall be granted a one (1) working day leave with no loss of pay, not to be deducted from accumulated sick leave or other accumulated leave, to attend the funeral of the employee's aunts or uncles.

In addition, one (1) additional day will be provided in each case if the funeral is in excess of one hundred fifty (150) miles from the City of Tiffin.

One (1) day will be provided to an employee who serves as a pall bearer at a funeral of a person other than listed above. Pall bearer day shall apply only to day shift employees and evening shift employees when funeral occurs during working hours.

Time off granted in this article shall not interrupt an employee's entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed an employee as though he were at all times performing his job-related duties.

ARTICLE 12 - INSURANCE

Section 1. The City shall provide comprehensive major medical health insurance (standard plan), provided by an insurance carrier of the City's choice, with benefits comparable, but not identical, to those enumerated in Attachment A hereto. During the term of this Agreement, should the City and/or the insurance company that provides such coverage modify the benefits set out in Attachment A, the City will review such changes with the Union at least fourteen (14) days prior to implementing such changes. The City may, at its option, provide a second lower deductible medical health insurance plan. Employees shall have the option of selecting either the standard plan or the lower deductible plan. Effective February 1, 2014, and for the duration of this Collective Bargaining Agreement, the City will pay 80% of the standard plan premiums for the employee's health insurance regardless of which plan the employee selects. If the employee selects the lower deductible plan, the employee will pay the difference between the Employer's contribution to the standard plan premiums and the premiums for the lower deductible plan. Employee premiums will be paid through bi-weekly payroll deductions. The City will provide the health insurance on a calendar year basis

effective January 1, 2015. Effective February 1, 2006, and thereafter, the City will establish a flexible spending plan for its employees.

Section 2. The City shall provide life insurance and AD&D in the amount of \$15,000.

Section 3. Insurance Reopener

If the health insurance premium increase is 15% or higher for 2015 or 2016 either party can request to reopen the collective bargaining agreement to discuss plan design only. Any changes must be mutually agreed to. Negotiations will be held within the first two (2) weeks of November of either year.

ARTICLE 13 - SICK LEAVE

Section 1. Accumulation and Use

An employee shall accumulate sick leave at the rate of ten (10) hours for each completed month of service in pay status. Hours worked in pay status means actual hours worked on the job. Sick leave shall be charged in multiples of thirty (30) minutes. Less than thirty (30) minutes of sick leave taken shall be charged as thirty (30) minutes.

Section 2. Granting Sick Leave

An employee may use sick leave:

- A. In case of his/her illness, injury or exposure to a contagious disease.
- B. For the time necessary to obtain a medical, dental or optical examination or treatment.
- C. Illness or injury of a member of the immediate family residing in the household of the employee, and which requires the employee's personal care and attendance. Management shall be governed by the following guidelines in approving sick leave usage hereunder:
 1. An employee may use one (1) day sick leave to take a member of his/her immediate family, as defined in Section 7, to or from the hospital or doctor, or to make arrangements for the care of the ill or injured person, provided no other person is available.
 2. An employee may use one (1) day sick leave on the day surgery is to be performed on a member of his/her immediate family, if such occurs on a working day.

3. An employee may be granted one (1) day sick leave on the date of his child's birth, and one (1) day sick leave on the day the child is brought home from the hospital, if either occurs on a working day.
 4. Two days of sick leave may be used by the employee for purposes of arranging for the care of a convalescing member of the immediate family.
- D. Enforced quarantine of the employee in accordance with community health standards.
- E. For exceptional circumstances, as approved by Management at its sole discretion.

Section 3. Sick Leave Application

To justify each use of sick leave, the employee will complete a signed, written statement explaining the nature of illness or other reason for taking sick leave on forms devised by Management. If an employee is off three (3) or more consecutive working days, the City may require the employee to submit a certificate from a licensed physician stating the nature of illness to be eligible for sick leave benefits. Where an employee is off pursuant to Section 2(C)(4) of this Article, the employee must submit documentation of the convalescence of a member of his immediate family. Management reserves the right to withhold benefit payments to any employee submitting a false claim or the abuse of the privileges covered in this Article and may take disciplinary action, including discharge. Falsification of either the written, signed statement or the physician's certificate is grounds for disciplinary action, including discharge.

Section 4. Reporting Absence

An employee who is unable to report to work shall notify the immediate supervisor or other designated person at least one (1) hour prior to the employee's time for reporting to work and state the reason for the employee's inability to report to work, unless emergency conditions make such reporting impossible.

Section 5. Examination

Management may require an employee to take an examination, conducted by a licensed physician selected by Management, to verify physical or mental capability or inability to perform the duties of the position. The cost of such required examination will be paid by Management.

Section 6. Leave Without Pay

After an employee has exhausted his sick leave with pay, such employee may be granted a leave of absence without pay at the discretion of the Mayor or the City Administrator for a period not to exceed ninety (90) days because of a personal illness or injury. Said period may be extended to one hundred eighty (180) days at the discretion of the Mayor or City Administrator.

Section 7. Immediate Family

For purposes of this Article only, the term "immediate family" shall include the employee's father, mother, spouse, children, and the spouse's father and mother.

Section 8. Treatment for Post-Traumatic Stress Disorder

In the event that an employee covered by this agreement is diagnosed as suffering from post-traumatic stress disorder caused by an event occurring in the line of duty (such as a shooting, witnessing a suicide, etc.), the City shall pay the employee's cost of treatment for such a condition as provided under Article 12 hereof, up to a maximum of one thousand dollars (\$1,000). When providing benefits hereunder, the City reserves the right to approve the type of treatment to be provided and the identity of the treating professional.

ARTICLE 14 - ACCUMULATED SICK LEAVE PAY

At the time of retirement, death or resignation of an employee with fifteen (15) or more years of service, the employee or the employee's estate shall receive pay, based on the rate of pay at the time of retirement, death or resignation with fifteen (15) or more years of service, equivalent to two-thirds of the employee's total accumulated sick leave not to exceed one thousand four hundred and forty (1440) hours.

ARTICLE 15 - VACATIONS

Section 1.

The City shall allow employees the following annual vacations. Except as approved by the Chief of Police, due to exceptional circumstances, vacations may not be taken in periods of less than forty (40) consecutive hours, nor more than eighty (80) consecutive hours. Vacation time shall be taken in increments of not less than one (1) hour. No more than one (1) employee from the Youth Services Bureau, the Detective Bureau, and the Administrative Division, may be on vacation at any given time. More than one (1) employee from each uniform patrol shift may be on vacation at any given time so long as minimum manning can be maintained without incurring overtime. Vacation will be scheduled within each shift, division or bureau by seniority on a calendar year basis, with each

employee allowed to schedule one (1) continuous block of either forty (40) hours or eighty (80) hours before giving each other employee on the shift the opportunity to schedule one (1) continuous block of either forty (40) or eighty (80) hours of vacation. The forty (40) or eighty (80) hour increments must be taken in a calendar week(s), provided, that the consecutive increments may be separated by the employee's scheduled days off only if no affected employee objects. All vacation for the calendar year shall be selected no later than January 30 of each year. Scheduling of vacations shall be conducted beginning with the most senior employee as defined below. Employees will be given a first pick for vacation in descending order of seniority. If the vacation time is available, it will be awarded and, if not, it will be denied.

Section 2.

An employee shall not be called into work on his regularly scheduled days off that directly precede or follow a vacation of one continuous block of either forty (40) or eight (80) hours except when the Chief of Police determines there is an emergency.

Section 3.

Seniority for purposes of this section shall include both command officers and patrolmen and shall be determined by rank, then time in service as a full-time police officer with the police department. Seniority shall be measured by rank (Lieutenant, then Sergeant, then Officer) and then from the employee's date of hire as a full-time police officer with the police department within that rank. If two police officers have the same date of hire and are within the same rank, seniority shall be determined by using the last digit of the employee's social security number with the lowest digit being the more senior.

Section 4.

<u>Years Completed Service</u>	<u>Hours of Vacation Per Year</u>
One through four	80
Five	88
Six	96
Seven	104
Eight	112
Nine through Twelve	120
Thirteen	128
Fourteen	136
Fifteen	144
Sixteen	152
Seventeen	160
Twenty through Twenty-four	168
Twenty-five and over	200

"Years of completed service" as used herein shall include all full-time employment in the military or as a certified law enforcement officer as approved by the City Administrator. Such service need not be continuous but must conform to the years of service on record with the Ohio Police and Fire Retirement Fund.

ARTICLE 16 - ACCUMULATED VACATION PAY

At the time of the death, retirement or resignation of an employee, the employee or the employee's estate shall receive pay, based on the rate of pay at the time of separation, for all accrued but unused vacation provided, however, that if, for some reason, the employee owes the city money, that amount may be deducted from the employee's accumulated vacation pay.

ARTICLE 17 - INJURY LEAVE

Section 1.

In the event of a service connected occupational injury incurred while engaged in the actual performance of law enforcement activities as a member of the Tiffin Police Department, the employee shall be granted a paid leave of absence, referred to as injury leave, by the City for up to two (2) calendar months from the date of injury, provided that such injury prevents the employee from working Police-related duties. Additional time may be granted at the discretion of the City Administrator or designee.

Section 2.

When injury leave benefits as provided herein have been exhausted, the employee may use his accumulated sick leave for any periods of disability caused by such injury. In situations where the employee has exhausted his sick leave, the employee may seek leave without pay to be granted by the City Administrator at the discretion of the City Administrator or designee.

Section 3.

An employee receiving injury leave may, at the City's discretion, be required to file a claim for temporary total disability benefits with the Industrial Commission of Ohio and shall assign to the City all benefits received for periods in which injury leave is granted. If the employee's application for benefits is finally denied, any injury leave previously granted will be deducted from the employee's accumulated sick leave.

Section 4.

An employee who is granted injury leave shall be offered temporary, limited light duty work when such work is available within the Department that can be performed consistent with any medical restrictions placed on him, and refusal of such light duty work shall result in termination of an employee's injury leave benefits. The City may have an employee examined by a physician selected by the City, at the City's expense, in order to determine the extent of any medical restrictions. In the event that there is a discrepancy between the restrictions placed on such an employee by his attending physician and by the physician selected by the City, the employee may be examined, at the City's expense, by a physician mutually agreed upon by the attending physician and the physician selected by the City, whose evaluation shall be binding for purposes of this section.

ARTICLE 18 - LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT

Section 1.

An employee who has been employed by the City for 12 months and who has completed 1250 hours of work during the 12 month period immediately preceding the commencement of such leave will be entitled to leave under the Family and Medical Leave Act of 1993 (FMLA) in accordance with its provisions and the City's implementing policies.

Section 2.

In all cases where an employee qualifies for leave under the FMLA, the City reserves the right to require, and the employee shall be entitled, to utilize any and all forms of paid leave provided under this Agreement prior to the taking of unpaid leave.

ARTICLE 19 – TERMINAL LEAVE, VACATION
AND COMPENSATORY TIME

An employee must submit and have approved a letter of resignation/retirement at least two (2) weeks prior to taking any type of terminal leave, terminal vacation leave or terminal compensatory time in excess of three (3) weeks.

ARTICLE 20 - RETIREMENT

Within seven (7) working days of the submission of official notice of retirement by an employee, a conference of the retiring employee, Police Chief and the City

Administrator shall be held to review the benefits which the employee shall be entitled to upon retirement.

Retiring employees shall be allowed to retain that portion of their uniform consisting of clothing articles, such as shirts, pants, socks, boots, sunglasses, and coats which, due to their personal nature, it would be unreasonable for the City to reissue to other employees. Retiring employees who wish to retain other uniform items or equipment shall present a request, in writing, to the City Administrator at least two months prior to their retirement date, specifying the articles the employee wishes to retain. The granting of all such requests shall be in the discretion of the City Administrator. However, the City Administrator shall act reasonably in exercising his discretion.

ARTICLE 21 - VESTED HOSPITALIZATION RIGHTS

An employee may continue his coverage under the City's hospitalization plan after retirement from the Department, provided that the employee shall reimburse the City or pay directly the full cost of such coverages. This entitlement shall be limited to any regulations or provisions of the company providing the City's hospitalization coverage.

ARTICLE 22 - EXPENSE REIMBURSEMENT

Bargaining unit employees are to receive reimbursement for expenses incurred while traveling on official Employer business. Employees are eligible for expense reimbursement only when travel has been authorized, in writing, by the Employer. Expenses shall be reimbursed in the following manner:

A. Mileage, Parking and Tolls:

Employees shall be reimbursed for actual miles while on official Employer business at the rate established by Council when using personal, rather than the Employer's vehicle. Such payment is considered to be total reimbursement for vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only one of two or more employees traveling on the same trip in the same automobile.

B. Meals:

Expenses incurred for meals while on official Employer business will be reimbursed within guidelines established by the Employer. An employee is eligible for such reimbursement only when travel has been authorized by his/her Employer, and when travel extends through a normal meal period.

C. Overnight Expenses:

Expenses covering the actual cost of a motel room will be reimbursed in full when an employee travels out of the County on official Agency business, and such travel requires an overnight stay. Motel expenses will be reimbursed only with prior authorization by the Employer.

ARTICLE 23 - EDUCATIONAL PREMIUMS

An annual bonus for completion of accredited college courses will be added to the employee's hourly rates in the following amounts, subject to the conditions of this article.

<u>Annual Bonus</u> <u>1/1/07</u>	<u>Equivalent Cents</u> <u>Per Hour Increase</u> <u>1/1/07</u>	<u>Semester</u> <u>Credits</u>
\$175.00	\$.08	For 30 semester hours or 45 quarter hours.
\$275.00	\$.13	For 60 semester hours or 90 quarter hours or Associate Degree in Police Science.
\$375.00	\$.18	For 90 semester hours or 135 quarter hours.
\$475.00	\$.23	For 120 semester hours or 180 quarter hours or a B.A. or B.S. Degree.

All such hours must be at an accredited college or university and a grade of "C" or equivalent must be earned in order to receive payment for credit received for the course.

Questions of acceptability of courses, credits, and hours shall be decided by the City Administrator. Upon application, a certified transcript shall be provided in order to obtain benefits under this section.

ARTICLE 24 - UNIFORM ALLOWANCE

Section 1.

The City shall credit each employee covered by this Agreement, after his first year of employment, the following amounts annually to be used by each employee to sustain his uniforms, and to be known as a uniform allowance:

January 1, 2014, 2015 & 2016

\$950

The City Administrator shall designate which items may or may not be purchased with the uniform allowance. The unspent balance of each employee's allowance

shall carry over from year to year with a total cap of \$2,000.00. If there is no government funding for the bullet-resistant vest, the City will pay the formerly funded amount to a maximum of fifty percent (50%) of the cost of the vest.

The City shall pay the full cost of the initial issue for new hires as set forth in the current policy and procedure G.O. 65.4 Basic Uniform and Equipment Issue.

Glasses, dentures, and watches worn by employees will be repaired or replaced by the City when clearly damaged in the line of duty through no negligence on the part of the employee. The City Administrator shall determine when such repair or replacement will be made. In the event an employee's watch is damaged the maximum amount paid by the City for that watch's repair or replacement shall be thirty dollars (\$30.00).

Section 2.

Any mandatory change in uniform items or equipment costing in excess of \$500 shall be provided to the employees without deduction from the uniform allowance.

ARTICLE 25 - WAGES

Section 1. Wages.

The following base wage rates (per hour) shall be effective on the dates indicated:

	January 1, 2014	January 1, 2015	January 1, 2016
First Yr. Ptl.	\$19.19	\$19.77	\$20.36
Second Yr. Ptl.	20.33	20.94	21.57
Third Yr. Ptl.	21.51	22.16	22.82
Fourth Yr. Ptl.	23.11	23.80	24.51
Fifth Yr. Ptl.	24.26	24.99	25.74
Sergeant	26.69	27.49	28.31
Lieutenant	29.11	29.98	30.88

Section 2. Training/Certification Pay

Any employee assigned by the Police Chief for field training, weapons, radar, lidar and mountain bike certification, any State mandated training and any other training/certification approved by the Police Chief shall receive an additional fifty cents (\$.50) per hour for each hour spent providing such training/certification.

ARTICLE 26 - LONGEVITY PAY

Section 1.

An employee shall receive, in addition to his regular base pay, an additional percent for longevity as listed:

1. After four (4) years of service: 2%
2. After eight (8) years of service: 4%
3. After twelve (12) years of service: 6%
4. After sixteen (16) years of service: 8%
5. After twenty (20) years of service: 10%

Section 2.

The years of service specified in this Article shall be years of continuous service for the City of Tiffin and shall also include all full-time employment in the military or as a certified law enforcement officer as approved by the City Administrator. Such service need not be continuous but must conform to the years of service on record with the Ohio Police and Fire Retirement Fund.

ARTICLE 27 - ACTING SUPERVISOR PAY

In the absence of a Lieutenant and/or Sergeant as part of minimum manning in the uniformed division, that patrolman so designated by the Chief as Patrol Supervisor shall be paid an hourly premium ("OIC Pay") amounting to ten percent (10%) of the hourly rate of a Fifth Year Patrolman for that period that he is acting supervisor. Such pay shall be awarded in accordance with Article 9, Section 9. The Chief or his designee has the discretion to designate a Shift Supervisor in the event the senior officer on duty is unavailable to perform supervisor responsibilities. For the period of time that two shifts overlap, the senior uniformed division officer on duty shall be designated OIC and receive the OIC pay.

ARTICLE 28 - NO STRIKE/NO LOCKOUT

Section 1. Strike Prohibition

The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. There shall be no interruption

of the work for any cause whatsoever, nor shall there be any work slow-down or other interference with public services.

Section 2. Notice

In the event any employee covered hereunder is engaged in any violation of Section 1 above, the Union shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and certify same to Management.

Section 3. No Lockout

Management shall engage in no lockout of employees in the bargaining unit.

ARTICLE 29 - DUTY HOURS

Section 1.

The regular workweek for all employees will be forty (40) hours.

Section 2.

The Chief of Police shall, by December 15 of each year, provide to the employees a schedule of shifts and days off available for each shift and position. The senior Sergeant (by time in rank) in the sergeant rank and the senior Patrol Officer (by time in department as a full-time police officer) in the officer rank shall first select from among the available shifts and days off for their respective positions. The process shall continue with the next senior employee and shall be repeated until all employees have selected a shift and the schedule is full. Notwithstanding the foregoing, the Chief of Police reserves the right to change the schedule of shifts and days off to ensure the efficient operation of the department.

ARTICLE 30 - RETIREMENT SYSTEM PICK-UP

Section 1.

The City shall designate each employee's mandatory contribution to the State of Ohio Police and Firemen's Disability and Pension Fund as "picked up" by the City, as contemplated by Internal Revenue Service Rulings No. 77-464 and No. 81-36, although they shall continue to be designated as employee contributions as permitted by Ohio Attorney General Opinions No. 82-097 and No. 84-036, in order that the amount of the employee's income reported by the City as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory

Police and Firemen's Disability and Pension Fund contribution which has been designated as "picked up" by the City, shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the City's total contribution to the Public Employees Retirement System increased thereby.

- A. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation.
- B. If the rules and regulations of the IRS or Ohio Police and Firemen's Disability and Pension Fund change, making this procedure unworkable, the City and Union agree to return, without penalty, to the former method of employee/employer contribution.

ARTICLE 31 - MISCELLANEOUS

Section 1.

The Union shall provide each employee with a copy of this Agreement.

Section 2.

Promotions within the Police Department will be in accordance with Tiffin City Ordinance(s).

Section 3.

If a lieutenant is demoted to sergeant, his seniority date as a sergeant will be the date he was promoted to sergeant. If a sergeant is demoted to police officer, his seniority as a police officer will be his date of hire in the department as a full-time police officer.

ARTICLE 32 - LAYOFFS

Section 1.

Bargaining unit employees may be laid off only for lack of work, lack of funds or abolishment of a position, pursuant to Section 124.321 of the Ohio Revised Code. Said layoff shall take effect only after being given fifteen (15) days prior written notice.

Section 2.

In the event of a layoff situation, bargaining unit employees will be laid off in accordance with their seniority within rank (last hired, first laid off).

Section 3.

A bargaining unit employee who is laid off shall be subject to recall from layoff for a period of three (3) years, provided the employee maintains his peace officer certification and is qualified to perform the job.

Section 4.

A recall from layoff will be based upon seniority (last laid off, first recalled) within rank. Employees will receive written notice of recall by either certified mail to the last address on file with the City or hand delivery. It is the responsibility of laid off employees to keep the City informed of their current addresses. Employees shall notify the Chief within fifteen (15) days of the date of recall notice as to whether they intend to return to work and if they intend to work, must do so within thirty (30) days of the date of written notice.

Section 5.

Before any bargaining unit employee may be laid off, all part-time employees performing work actually performed by bargaining unit employees will be first laid off.

ARTICLE 33 - SAVINGS CLAUSE

Section 1.

Nothing contained in this Agreement shall alter applicable State and Federal laws, and the Constitutions of the State of Ohio and of the United States of America upon any City official or to in any way abridge or reduce such authority. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion or portions of this Agreement by a court of competent jurisdiction, and upon written request by any party, the parties to this Agreement shall meet at mutually agreeable times and attempt to modify the invalidated provisions by good faith negotiations.

Section 2. Sanctity of Agreement

No changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties to do so, which written accord shall contain a list of those matters to be the subject of such negotiations. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties. Nor shall either party attempt to achieve the alteration of this Agreement by recommending changes in, additions to or deletions from Ordinances and Resolutions, Charter Provisions or Civil Service Commission Rules and Regulations.

ARTICLE 34 - PAY PERIODS

Wages of employees shall be paid on alternate Fridays. Checks will be available at 8:30 a.m. on established pay dates. The employer shall make a good faith effort to make the checks available at 7:00 a.m. on established pay dates.

If the regular pay date is a holiday, checks will be available on the preceding day by 4:00 p.m., and the employer shall make a good faith effort to make the checks available at 3:00 p.m.

ARTICLE 35 - FITNESS-FOR-DUTY EXAMINATION

Section 1. Each employee shall be required to take an annual fitness ability test related to such employee's duties. The annual police test shall be the fitness-for-duty examination, appended as Attachment B. Time spent taking the test shall be compensated as call-in pay pursuant to the conditions set forth in Article 9, Section 6.

Section 2. The on-duty crew will assist with administration of the test. The test shall be given in the Fall and Spring. The Spring test is mandatory and the Fall test is a make-up for those who are exempted from the Spring test under the provisions of this Article. Each employee who fails to successfully complete the fitness-for-duty test shall be required to be re-tested quarterly.

Section 3. Employees hired prior to January 1, 2009 must participate in all aspects of the fitness-for-duty test except as provided in Sections 7-9 below. However, no discipline shall be issued for failure to successfully complete the test.

Section 4. Employees hired after January 1, 2009 shall receive a written reprimand after failing to pass the first retest. Thereafter, if the employee fails to pass the second re-test, the employee shall receive a three (3)-day unpaid suspension. The employee will also be scheduled for a physical examination at

this time if he/she has not received one during the previous year. Failure of the third, and each subsequent re-test, will result in a five (5)-day unpaid suspension.

Section 5. The City, within reasonable cost limitations, shall provide the necessary equipment and physical training.

Section 6. If an employee provides the City with a written statement from a licensed physician stating that participation in all or any part of the fitness-for-duty test would be detrimental to the employee's health, the employee shall not be required to participate in that part(s) of the fitness-for-duty test procedures except as hereinafter provided.

Section 7. An employee requesting exemption for all or any part of the fitness-for-duty test, by providing a written statement from a licensed physician, may at the sole discretion of the City be required to submit to a physical examination by a licensed physician selected by the City, at the City's expense. In the event that there is disagreement between the physician selected by the employee and the physician selected by the City as to whether participation by the employee will be detrimental to the employee's health, at the option of the City, another licensed physician shall be selected by agreement of the City and the employee to make a determination as to whether participation by the employee in all or any part of the fitness-for-duty test will be detrimental to the employee's health. The cost of this determination shall be shared by the City and the employee. The decision of the physician so selected by the City and the employee shall be binding upon the parties as to whether the employee shall be required to participate in the fitness-for-duty test.

Section 8. An employee who is exempted from all or any part of the fitness-for-duty test shall upon request from the City give the City a medical information release authorization which will allow the City to obtain information from the licensed physician issuing the written statement describing the medical or physical condition of the employee, and how such condition relates to the fitness-for-duty test, or any particular part of the test, as to make the participation detrimental to the employee's health. All information received by the City shall be confidential and maintained separately from the employee's personnel file.

Section 9. An employee who is exempt from participation in all or any part of the fitness-for-duty test shall be required to engage in an alternate fitness-for-duty program, provided such program is approved by the employee's physician.

ARTICLE 36 - DURATION

Section 1. The Contract shall be effective as of the date of Council ratification and shall remain in effect and in full force until December 31, 2016, provided however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written unless either party gives written

notice to the other party of their desire to negotiate, modify, or amend this contract. The party desiring to negotiate, modify or amend this contract between the parties shall give written notice no earlier than ninety (90) calendar days prior to the expiration date, nor no later than sixty (60) calendar days prior to the expiration date of this contract. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent to negotiate.

FOR THE CITY OF TIFFIN

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

James D. Roney
[Signature]
Debra Cleary

[Signature]
[Signature]
J.A. DeWitt

11/3/14
Date

2 JAN 2014
Date

ATTACHMENT A

Plan Features	Medical Mutual of Ohio (Base Plan) \$1,500/\$3,000		Medical Mutual of Ohio (Buy-up Plan) \$500/\$1,000	
	In-network	Out-of-Network	In-Network	Out-of-Network
Deductible Individual Family	\$1,500 \$3,000	\$1,500 \$3,000	\$500 \$1,000	\$500 \$1,000
Coinsurance Percentage	80/20	60/40	80/20	60/40
Out-of-Pocket Max Individual Family	\$3,500 \$7,000	\$5,500 \$11,500	\$2,500 \$5,000	\$4,500 \$9,000
Hospitalization	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance
Emergency Room Emergency use of an Emergency room	Deductible & Co-Insurance	Deductible & INN Co-Insurance	Deductible & Co-Insurance	Deductible & INN Co-Insurance
Urgent Care Urgent care office visit	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance
Office Visit Copay	\$25 Copay /\$40 Copay (Spc)	Deductible & Co-Insurance	\$25 Copay	Deductible & Co-Insurance
Accident Treatment	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance
Physical Therapy (PT)	\$40 Network Copay 30 Visit Limit	Deductible & Co-Insurance 30 visits	\$25 Network Copay 30 Visit Limit	Deductible & Co-Insurance 30 visits
Occupational Therapy (OT)	\$40 Network Copay 30 Visit Limit	Deductible & Co-Insurance 30 visits	\$25 Network Copay 30 Visit Limit	Deductible & Co-Insurance 30 visits
Routine Physical Exams	Covered 100%	Deductible & Co-Insurance	Covered 100%	Deductible & Co-Insurance
Alcoholism & Drug Treatment	Paid as any other Illness	Paid as any other Illness	Paid as any other Illness	Paid as any other Illness
Chiropractic Treatment	\$40 Network Copay 24 Visit Limit	Deductible & Co-Insurance 24 visits	\$25 Network Copay 24 Visit Limit	Deductible & Co-Insurance 24 visits
Semi-priv. Room/Board Inpatient/outpatient	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance
Skilled Nursing Facility	Deductible & Co-Insurance 120 Days	Deductible & Co-Insurance 120 Days	Deductible & Co-Insurance 120 Days	Deductible & Co-Insurance 120 Days
Home Health Visits	Deductible & Co-Insurance 100 Visits	Deductible & Co-Insurance 100 Visits	Deductible & Co-Insurance 100 Visits	Deductible & Co-Insurance 100 Visits
Preventive Care Office Visit/Routine Physical	100% Deductible waived	Deductible & Co-Insurance	100% Deductible waived	Deductible & Co-Insurance
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Retail Prescription Drugs Deductible Generic Preferred Brand Non-perferred Brand Speciality Drugs Days	\$10 \$20 \$35 30	Paid at 75% 30	\$10 \$20 \$35 30	Paid at 75% 30
Mail-Order Prescription Drugs Deductible Generic Preferred Brand Non-perferred Brand Speciality Drugs Days	\$20 \$40 \$70 90	Not Covered	\$20 \$40 \$70 90	Not Covered

ATTACHMENT B

Fitness-For-Duty Examination

The fitness-for-duty examination will be administered to all police officers and is graded pass/fail. Failure is not completing all the tasks within the 5 minute 58 second time limit or not completing each task as directed.

The events of the fitness-for-duty examination will be performed in a continuous fashion and a candidate's time will begin with the first event and will end with the final event. The events, as they appear in the actual test, are listed below.

1. Vehicle Exit – The test begins with candidate seated in a full-size automobile, seat belt on, with hands at the 10 and 2 o'clock positions on the steering wheel. Around the applicant's waist is a pull-away flag belt with ribbons (flags) positioned over each hip. Trunk key is in the vehicle glove compartment, which is in the closed position. If the vehicle has a trunk latch (cover), it is placed in the open position revealing the trunk lock. In the front center part of the trunk, is positioned a weapon and a flashlight. On the command "go" the stop watch is started, and the candidate removes hands from the steering wheel, unfastens seat belt, opens glove compartment and removes key, then exits the vehicle. (The glove box and the car door are left opened). The candidate moves to the back of the car where the key is inserted in the lock and the trunk opened. Immediately after opening the trunk, the candidate touches each ribbon with the opposite hand from behind the back and the flag belt is pulled away, letting it fall to the ground. The weapon and the flashlight are removed from the trunk, the trunk is closed with the key remaining in the lock. Immediately after placing the weapon on the designated object, five feet from the left rear tail light, the candidate proceeds with flashlight in hand to the beginning of the 220-yard run.

2. 220-Yard Run – Carrying a flashlight, the candidate runs 220 yards to the entrance of the obstacle course.

3. Obstacle Course – Upon completion of the 220-yard run, the candidate passes through the pylons at the entrance of the obstacle portion of the course. Ten feet into the obstacle course the candidate must climb a 40-inch barrier followed by a series of three (24, 12 and 18 inch) hurdles five feet apart located ten feet beyond the barrier. Ten feet beyond the final hurdle the candidate encounters the first of nine pylons in a single row spaced five feet apart. The candidate must serpentine through the pylons. Ten feet beyond the last pylon the candidate must crawl under a 27-inch high, eight-foot long, low crawl area after which the candidate stands, moves to the pylons located seven feet beyond the low

crawl and places the flashlight beside one of the pylons. If the candidate knocks over a hurdle or pylon, they immediately stop and repeat that portion of the obstacle course. The pylon and hurdle are set upright again by a test administrator.

4. Dummy Drag – The candidate then sprints 50 feet, grabs the handles on the 105-pound dummy and drags it 100 feet on a cut-grass surface.

5. Obstacle Course (Repeat of Task 3 in Reverse) – Upon completion of the dummy drag, the candidate sprints 50 feet back to the pylons, picks up the flashlight and reverses course through the obstacles. After the barrier climb, the candidate moves to the pylons, and once again, repeats the 220-yard run.

6. 220-Yard Run (Repeat of Task 2).

7. Weapon Dry Fire – After completing the 220-yard run, the candidate places the flashlight on the bench, picks up the weapon, assumes a firing position while keeping arms completely outstretched at shoulder height and parallel with the ground, firing six rounds each using the dominant, then non-dominant hand.

8. Return to Vehicle (Repeat of Task 1 in Reverse) – Following the weapons fire, the trunk is opened, the weapon and flashlight are placed inside the trunk, and the trunk is closed. After the key is removed from the trunk lock, the candidate re-enters the vehicle, closing the vehicle door, places the key in the glove box, closes the glove box, re-fastens the seat belt and places both hands on the steering wheel, at which time the test ends.

Letter of Agreement

During the course of negotiations, the City and the Union discussed various approaches to funding the purchase of body armor when such armor needs to be replaced. As a result of these discussions, the City has agreed to pursue federal grant funds that may become available to defray a portion of the cost of such purchases. That portion of the cost of replacing such body armor that is not covered by the federal grant program shall be paid by the employee out of his or her uniform allowance.

FOR THE CITY OF TIFFIN

Bernard Hohman
Wayne A. Stephens
Edward A. Dyer

June 8, 1999
Date

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

At Dyer
Edith O'Neil
By: R. Byrd

6-8-99
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF TIFFIN

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

THIS MEMORANDUM is entered into between the City of Tiffin (the "City") and the Ohio Patrolmen's Benevolent Association (the "OPBA").

The current collective bargaining agreement between the parties effective until December 31, 2001 specifies in Article 9, Section 2 and Article 10, Section 2 that employees can accrue compensatory time off work. The intent of the parties is that employees may accrue up to one hundred twenty (120) hours of compensatory time in lieu of overtime pay per Article 9, Section 2 and may accrue up to an additional one hundred twenty (120) hours of compensatory time in lieu of pay for the holidays and personal day specified in Article 10, Section 1.

IN WITNESS WHEREOF, the parties hereto, by and through their respective representatives, have executed the foregoing Memorandum of Understanding.

Executed at Tiffin, Ohio this 25th day of September, 2000.

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

Joseph M. Heyden

FOR THE CITY OF TIFFIN

Wayne A. Stephens
City Administrator

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF TIFFIN
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

THIS MEMORANDUM is entered into between the City of Tiffin, Ohio ("City") and the Ohio Patrolmen's Benevolent Association ("Union"). During recent negotiations, the parties have agreed to the following to clarify the accrual of compensatory time referenced in Article 9, Section 2, of the Collective Bargaining Agreement between the parties:

(1) Employees who have current compensatory time accruals may elect to have some or all of the hours accrued paid by providing notice to the City's Finance Director no later than July 1, 2001. Employees so electing shall receive compensatory time pay in their last paycheck in July, 2001. All compensatory time paid by the City will be deducted from the Employees' accrued compensatory time hours.

(2) Employees entitled to overtime pay must elect to be paid the overtime or to receive compensatory time off work no later than the pay period following the pay period in which the overtime is earned. All current accrued compensatory time not paid pursuant to paragraph 1 above and all future compensatory time must be taken as time off work. Upon separation of employment, the City will continue to abide by the Fair Labor Standards Act regarding buying out Employees' accrued and unused compensatory time.

(3) The City has recently received notification from the Ohio Police and Fire Pension Fund (Pension Fund) that compensatory time buyouts are not pensionable. The City will no longer include compensatory time buyout hours on the monthly form submitted to the Pension Fund. A request for a refund of past amounts will be made to the Pension Fund. The parties agree to abide by the determination of the Pension Fund as to whether and how much of past compensatory time buyout hours submitted to the Pension Fund can be refunded or credited and agree that no grievance or lawsuit will be filed against the City as a result of the determination of the Pension Fund. In the event of any litigation by the Union against the Pension Fund, the City agrees to supply all required public documents to the Union relating to the compensatory time issue.

(4) The grievance filed April 11, 2001 will be withdrawn with prejudice.

FOR THE CITY OF TIFFIN

Wayne B. Stephens, City Admin

6-14-01

Date

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

Joseph M. Hegedus

June 11, 2001
Date