

2155-03
13-MED-10-1333
K 3/8/11

STATE EMPLOYMENT
RELATIONS BOARD

2015 JAN 26 PM 2:41

AGREEMENT

OF

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(TIFFIN POLICE COMMUNICATION TECHNICIANS)

AND

CITY OF TIFFIN, OHIO

Effective: January 1, 2014
Through: December 31, 2016

ARTICLE 1 - PURPOSE

This Agreement, entered into by the City of Tiffin, hereinafter referred to as "Management" or "City," and the City of Tiffin Police Communication Technicians represented by the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "Union," has as its purpose the promotion of harmonious relations between Management and the Union, in an effort to provide service of the highest standard to those concerned and to establish 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 all Tiffin Police Department full-time, civilian personnel in the position of Communication Technician. The provisions of this Agreement shall apply only to those employees in the communication technician bargaining unit of the Union.

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 or political affiliation.

Section 3. Dues Deduction

The City will deduct from employee 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 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 Ohio Patrolmen's Benevolent Association 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 written reprimands contained in the file, and may have a representative of the Ohio Patrolmen's Benevolent Association present when reviewing his file. A request for copies of items included in the file shall be honored at

the City's current public records charge per page. 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. 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 to be 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. Records of disciplinary actions which are more than two (2) years old shall, upon the written request of the employee, and subject to the condition that there has been no occurrence of a similar type incident within the two (2) year period be removed from his or her personnel file and shall not be used for any subsequent disciplinary purposes.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. The City hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, including, but not limited to, the rights identified in Revised Code 4117.08(C) which is specifically incorporated herein by reference as well as the following rights: (1) to determine the qualifications of employees covered by this Agreement; (2) to determine the starting and quitting time and the number of hours to be worked by its employees; (3) to determine the work assignments of its employees; (4) to determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (5) to determine work standards and the quality and quantity of work to be produced; (6) to select and locate buildings and other facilities; (7) to consolidate, merge, transfer or subcontract any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; (8) to terminate or eliminate all or any part of its work or facilities. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the sole and exclusive exercise of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Section 2. No prior agreement, understanding or past practice shall be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union. No alteration, variation, waiver or modification of any of the terms or conditions or covenants contained in this Agreement shall be made by any employee or group of employees with the City and in

no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.

Section 3. The Union recognizes that the City may promulgate reasonable policies, procedures, directives and work rules. However, before implementing any new policies, directives or rules applicable to employees in the communication technician bargaining unit, the City shall reduce same to writing and provide a copy to the Union at least ten (10) working days prior to implementation, except in the event of an emergency. The reasonableness of any City-adopted policy, directive or work rules, or application of same, shall be subject to review in the grievance procedure.

ARTICLE 6 - NEGOTIATION LEAVE

The members of the Union Negotiating Committee shall be granted leave from duty, with full pay, for all meetings between the Management and the 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 two employees, and a representative from the Ohio Patrolmen's Benevolent Association.

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 and the Chief of Police. If the employee is not satisfied with the oral response from his supervisor, he may file a written 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, 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 shall date the grievance form, accurately showing the date his office received the form. The Chief shall investigate the grievance and shall schedule a meeting to discuss the grievance with the Union representative and grievant within ten (10) calendar days of 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. In the event the grievant is not satisfied with the response of the Chief of Police, it may be appealed 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 ten (10) 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 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 his 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 both parties. 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 employee or the Union fails to appeal a grievance to the next step of the grievance procedure, the dispute will be considered resolved with its previous disposition.

Section 6. Disciplinary Appeals

The grievance and arbitration procedure contained herein shall be the exclusive method of appealing any disciplinary action taken by the City. However, probationary employees 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. 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. An employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined.

ARTICLE 9 - UNION/MANAGEMENT MEETINGS

At the request of either the Union or Management, a Union/Management meeting shall be held to discuss complaints and other matters of mutual concern. The meeting shall be held within three (3) working days of the request, at a time and place established by the Mayor or City Administrator. Attending shall be the Mayor and/or City Administrator, Police Chief and no more than three (3) members of the Union.

ARTICLE 10 - OVERTIME/HOURS OF WORK

Section 1. Hours of Work

Employees shall normally work a regular work week consisting of forty (40) hours. Each member of the bargaining unit may take one (1) hour for a lunch period each shift. Each member may also take two (2) fifteen (15) minute breaks each shift. Employees required to work twelve (12) consecutive hours may take an additional fifteen (15) minute break during the last four (4) hours if relief is available to cover the break. Scheduling all such breaks are subject to the workload and members must respond to calls when on any break. Except as specified in the Memorandum of Understanding attached as Appendix B, at least one communication technician must be on duty at all times. Management may modify this work schedule after notifying the Union of the reason for and estimated duration of the modification.

Section 2. Shift Preference

In January of each year, employees choose their normal shift assignment by seniority. An employee's choice of normal shift assignment will not be unreasonably denied. However, the Chief retains his right to assign employees to shifts for just cause. No rotation of shifts will be implemented.

If circumstances within the Department (such as terminations, retirement, or resignation of an employee) necessitate a modification of normal shifts or cause a normal shift to become vacant, employees shall be permitted to re-select their normal shift assignments by seniority, subject to the same limitations as set forth in the preceding paragraph.

Section 3. 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 assigned by the Chief of Police or his designee. If overtime is necessary to operate one of the two positions in the Police Communications Room, the overtime will first be offered to all of the Communication Technicians personnel.

Section 4. Overtime Pay

Any employee working in excess of eight (8) hours in a twenty-four (24) hour period, or in excess of forty (40) hours in a work week will be compensated at the rate of one and one-half (1-1/2) times his straight rate. Any employee working in excess of twelve (12) continuous hours, except when changing shifts, will be compensated at the rate of two (2) times his straight rate of pay for such continuous hours thereafter. However, there shall be no overtime paid to employees who work more than eight (8) hours in a twenty-four (24) hour period while changing from one shift to another. Straight rate is defined as the employee's base rate plus longevity.

Beginning February 1, 2006, any employee working overtime on any designated holiday shall be compensated at double time his/her hourly rate for all hours worked in overtime status.

In the event an employee has to be called in, necessitating travel to work, for overtime duty, they will receive a minimum of four (4) hours normal pay (two hours and forty minutes at one and one-half times regular rate of pay), regardless of time worked.

If the department has approved an employee's leave, vacation or compensatory time off, absent an emergency, the employee will not be assigned to work overtime during the eight (8) hours before or after the scheduled time off.

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. Unused compensatory time shall be paid for at the employee's regular rate of pay within the first pay period in December, provided that an employee may elect to carry-over to the next year up to one hundred twenty (120) hours of compensatory time by giving written notice to the Police Chief prior to the annual December payout. Scheduling of compensatory time off of work in minimum increments of fifteen (15) minutes must be approved by the Police Chief at least one week prior to being taken and shall be granted unless it would be unduly disruptive to the Department's operations.

Section 5. Pyramiding

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

Section 6. Training 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 (1½) times his regular rate of pay for the hours in excess of forty (40) hours.

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 7. 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.

Section 8. 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 4 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.

ARTICLE 11 -- OVERTIME DISTRIBUTION

Section 1. When overtime is required to staff the minimum of one dispatch position, the City agrees to post an overtime sign-up sheet if the need for overtime develops forty-eight (48) or more hours in advance and agrees to contact employees if the need for overtime develops less than forty-eight (48) hours in advance. Dispatchers working on the shift preceding the shift on which the overtime opportunity is available shall be offered no more than the first four (4) hours of overtime work in the order of their seniority and employees on the shift following the shift on which the overtime opportunity is available shall be offered the last four (4) hours of work in the order of their seniority. If no dispatchers on the shift preceding or following the shift on which overtime is available accepts the overtime opportunity, the Chief shall offer the overtime on the basis of dispatcher seniority. If no dispatcher accepts the overtime, then the lowest ranking dispatcher working the off-going shift shall be ordered to stay over and

work the first four (4) hours available and the lowest ranking dispatcher scheduled to work the oncoming shift shall be ordered to work the last four (4) overtime hours. If an overtime opportunity should arise resulting in a dispatcher having less than twenty-four (24) hours notice of said overtime the dispatcher shall be compensated at a rate of one and one-half (1 ½) times their regular rate of pay for a minimum of four (4) hours.

Section 2. All employees are required to provide a primary and a secondary phone number at which they can be reached. Both the primary and secondary numbers must have the capability of receiving a voice message. The primary number will be called first and, if there is no answer, a message will be left. After leaving the message, the secondary number will be called and, if no answer, a message will again be left. If, after one (1) hour, a return call to the station is not received by the employee, the on-duty supervisor will call the primary and secondary numbers once again. If no response is received, the on-duty supervisor may send someone to the employee's home to make contact. If the on-duty supervisor determines that the employee lives too far away to make this practical, the on-duty supervisor may request assistance from local law enforcement in the area that the employee lives. Failing to provide two working phone numbers, failing to provide the capability to leave a message on each phone, and failing to return calls and messages within one (1) hour will lead to a counseling notice for the first offense. Repeated violations will lead to progressive discipline up to and including termination.

Section 3: When telephone communications are made to any dispatcher regarding the availability of overtime, the caller shall state the following to any person answering the phone or any message machine: "This is (caller's name) of the Tiffin Police Department, and this concerns overtime...."

Section 4. The on-duty supervisor shall be responsible for overtime telephone notifications. The actual physical act of telephoning may be delegated to another person, but the supervisor retains responsibility for insuring that all elements of Section 2 above are met.

Section 5. Overtime sign-up sheets are put on the overtime clipboard and all dispatchers are responsible to check the overtime clipboard. Every effort must be made to fill the overtime as soon as it becomes available, but not less than 48 hours before it is needed.

Section 6. If by 48 hours prior to the available overtime all dispatchers decline to work the overtime, then the least senior dispatcher on the off-going shift will be required to stay and work the first four hours of the short shift. The least senior dispatcher on the oncoming shift (shift following the short shift) will be required to work the second four hours of the short shift in addition to his/her regularly scheduled shift.

Section 7. In the event that a dispatcher has worked a 12 hour shift, and the overtime has not been filled by the steps listed above, the dispatcher currently on duty at the time will remain on duty and a callout will be done by seniority starting with the least senior

dispatcher, and calling up the callout list until a dispatcher is reached. The first dispatcher to be reached will be ordered to work any unfilled part off the overtime. The dispatcher currently on duty will be required to stay until after another dispatcher is located, ordered in and arrives for duty.

Section 8. Any dispatcher on a pre-scheduled five (5) day (or more) block of vacation shall not be subject to mandatory overtime. Said dispatcher shall be contacted and may volunteer for the overtime but shall not be subject to orders to fill the overtime. This shall include any regularly scheduled days off that immediately precede or follow the five (5) day vacation block.

Section 9. Except in the event of an emergency, no dispatcher shall be required to work in excess of twelve (12) hours or be required to return to work sooner than eight (8) hours following being required to work twelve (12) hours.

ARTICLE 12 - HOLIDAYS

Section 1. The City shall grant employees eleven (11) holidays and three (3) personal days annually whether or not the holidays and the personal days are worked in the course of regular duty. These holidays and personal days 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) Three (3) Personal Days - Any date selected with approval of the employee's 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 either being paid an additional day's pay for up to a maximum of eight of the holidays or the employee may take all holidays as compensatory time off if he so desires. 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 eight holidays, he shall be entitled to a compensatory day off for each of the remaining holidays. An entitlement to no more than fourteen compensatory days off may be carried forward at the end of each calendar year.

Section 3. If an employee works on New Year's Day, Presidents' Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, or Christmas, the employee shall receive 150% of their regular pay for each hour worked.

Section 4. If the City staffing levels are at or below six (6) dispatchers as of January 1, each dispatcher on the active roster will receive a provisional day. The provisional day may be taken on any day throughout the year with approval of the employee's supervisor.

ARTICLE 13 - FUNERAL LEAVE

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

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 when the funeral occurs during normal 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 14 - HEALTH INSURANCE/LIFE 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. Employees who on or before December 1, 2006 have voluntarily signed an agreement to waive coverage for health insurance as provided herein and have been receiving a monthly payment of fifty percent (50%) of the monthly health insurance premium the City would have paid on the employee's behalf, up to a maximum of one hundred dollars (\$100.00) per month will continue to receive this buy-back for the duration of this Contract unless their employment is terminated or they accept the City's insurance coverage. Once the City's insurance coverage is accepted, the employee is no longer eligible for the buy-back regardless of whether the employee subsequently cancels the City's coverage.

Section 3. The City shall provide life insurance and AD&D in the amount of \$15,000.

ARTICLE 15 - 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 hours actually worked on the job. When it is used, sick leave shall be deducted from the employee's credit at the rate of thirty (30) minutes for every thirty (30) minutes or less of absence from previously scheduled work.

Section 2. Granting Sick Leave

An employee may use sick leave:

- A. In case of his illness, injury or exposure to a contagious disease,
- B. For 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 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 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 work days, the employee must 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 City Administrator for a period not to exceed ninety (90) days because of 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 parents, spouse or children, and the spouse's parents.

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 after the employee has submitted the claim for insurance coverage as provided under Article 14 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 16 - 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 forty (1440) hours.

ARTICLE 17 - VACATIONS

The City shall allow employees the following annual vacations. Except as approved by the Chief of Police, due to exceptional circumstances, vacations shall be taken in consecutive forty (40) hour or eighty (80) hour increments on the first draw. The second draw will be done in the same manner unless an employee has less than eighty (80) hours available, in which case he will be allowed to draw those hours consecutively. 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. Once approved, first and second draw vacations may not be cancelled by the Employer, except in cases of emergency. An employee who has not drawn all his vacation hours in the first two (2) draws will be allowed to draw the rest of his vacation in any manner. Vacation time shall be taken in increments of not less than one (1) hour.

No more than one (1) employee per shift may be on vacation at any given time. Vacation will be scheduled on a calendar year basis by seniority with each employee allowed to schedule no more than eighty (80) hours of vacation before giving each other employee the opportunity to schedule up to eighty (80) hours of vacation.

<u>Years Completed Service</u>	<u>Vacation Hours 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 Completed Service" for purposes of determining the amount of yearly vacation entitlement includes all full-time employment as a certified public safety communications technician as approved by the City Administrator.

Vacation leave to an employee's credit which is in excess of the accrual for the last two years of employment shall be considered "excess vacation." Employees shall forfeit their right to take or to be paid for "excess vacation" and such "excess vacation" shall be eliminated from the employees' vacation leave balance on each anniversary of employment.

ARTICLE 18 - ACCUMULATED VACATION PAY

At the time of the death, retirement or termination 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 the employee owes the City money, that amount may be deducted from the employee's accumulated vacation pay.

ARTICLE 19 - 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 20 - LAYOFFS

Section 1. In the event of a layoff, bargaining unit employees will be laid off in accordance with their seniority (last hired, first laid off) and their ability to perform the job.

Section 2. A bargaining unit employee who is laid off shall be subject to recall from layoff for a period of one (1) year, provided the employee is qualified to perform the job.

Section 3. A recall from layoff will be based upon seniority (last laid off, first recalled) and ability to perform the job.

ARTICLE 21 - UNIFORM ALLOWANCE

The City shall provide the following uniforms to the employees:

1. Six shirts
2. Six pants
3. One pair of shoes annually
4. One medium-weight jacket and sweater on an as-needed basis

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).

ARTICLE 22 - EDUCATIONAL PREMIUMS

Each employee shall be entitled to an annual bonus, payable on the first pay date in June for completion of accredited college courses of the following rate:

- \$ 125.00 for 30 semester hours or 45 quarter hours
- \$ 225.00 for 60 semester hours or 90 quarters or Associate Degree

All such hours must be at an accredited college or university and must be obtained in Clerical or Secretarial Sciences, Administration, Law Enforcement, or other fields of study that are pertinent to the employee's current position with the City, as determined by the City Administrator. 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 23 - WAGES

Section 1. The wage rates (per hour) during the term of this Agreement shall be:

January 1, 2014 through December 31, 2016

Communication Technician

	1/1/14-12/31/14	1/1/15-12/31/15	1/1/16-12/31/16
First Year	\$ 13.21	\$ 13.61	\$ 14.02
Second Year	\$ 14.31	\$ 14.74	\$ 15.18
Third Year	\$ 15.44	\$ 15.90	\$ 16.38
Fourth Year	\$ 16.52	\$ 17.02	\$ 17.53
Fifth Year	\$ 17.31	\$ 17.83	\$ 18.36

An employee assigned to train a new communication technician in the duties of the position shall receive an additional fifty cents (\$.50) per hour for each hour spent providing such training.

An employee's length of service as a communication technician with another governmental agency shall be included for purposes of determining an employee's wage rate, provided that any interruption in service at the time of hiring does not exceed twelve (12) months.

Section 2. Bargaining unit employees serving in the position of TAC Officer or Assistant TAC Officer shall receive an additional fifty cents (\$.50) and twenty-five cents (\$.25) per hour, respectively, for all hours worked.

Section 3. Employees working between the hours of 3:00 p.m. and 7:00 a.m., shall be paid twenty cents (.20) per hour in addition to their base wage rate for all hours worked during this time period.

ARTICLE 24 - LONGEVITY PAY

An employee shall receive, in addition to his regular base pay, and 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%

The years of service specified in this Article shall be years of continuous service for the City of Tiffin, as well as all full-time employment as a certified public safety communications technician as approved by the City Administrator.

ARTICLE 25 - PAY PERIODS

Wages of employees shall be paid on alternate Fridays. Checks will be 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.

ARTICLE 26 - RETIREMENT SYSTEM PICK-UP

Section 1. The City shall designate each employee's mandatory contribution to the State of Ohio Public Employees Retirement System 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 Public Employees Retirement System 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 Public Employees Retirement System change, making this procedure unworkable, the City and Union agree to return, without penalty, to the former method of employee/employer contribution.

ARTICLE 27 - 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 28 - SAVINGS CLAUSE

Section 1. Legal References

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 in an 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 29 – INJURY LEAVE

Section 1. In the event of a service connected occupational injury incurred while engaged in the actual performance of duties as a Communication Technician for 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 Communication Technician related duties. Additional time may be granted at the discretion of the City Administrator.

Section 2. When injury leave benefits as provided herein have been exhausted, the employee may use his/her accumulated sick leave for any periods of disability caused by such injury. In situations where the employee has exhausted his/her sick leave, the employee may seek leave without pay to be granted by the City Administrator at the City Administrator's discretion.

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/her, 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/her attending physician and 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 30 - DURATION

Section 1. This Agreement 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 its desire to negotiate, modify or amend this Agreement. The party desiring to negotiate,

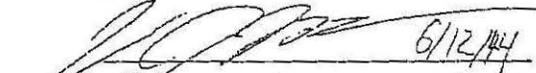
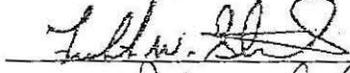
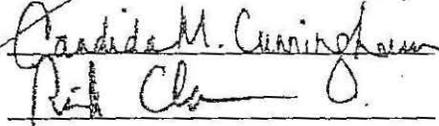
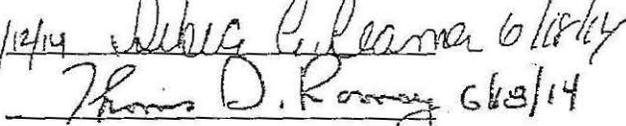
modify or amend this Agreement between the parties shall give written notice no earlier than ninety (90) calendar days prior to the expiration date, nor no later than sixty (60) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar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

Section 2.

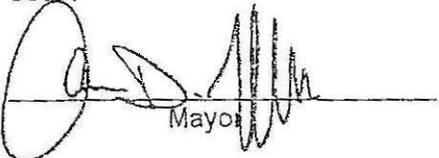
If the health insurance premium increase is fifteen percent (15%) or higher for 2015 or 2016, either party can request to reopen the Collective Bargaining Agreement to discuss plan design only. Any changes must be mutually agreed to. Any reopening will be limited to a period not to exceed two weeks, beginning November 1.

FOR THE UNION

FOR THE CITY OF TIFFIN

 Candidate M. Cunningham 6/12/14	 Debbie P. Leanna 6-16-14
 Rick Clark 6/12/14	 Thomas D. Romney 6/18/14

Approved by me in accordance with provisions of Chapter 4117 of the Ohio Revised Code.


Mayor

6/18/2014
Date

APPENDIX 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-preferred Brand Specialty 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-preferred Brand Specialty Drugs Days	\$20 \$40 \$70 90	Not Covered	\$20 \$40 \$70 90	Not Covered

Revised December 11, 2013 lah

MEMORANDUM OF UNDERSTANDING (MOU)
 BETWEEN
 CITY OF TIFFIN
 AND
 THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATE (OPBA)
 (TIFFIN POLICE COMMUNICATION TECHNICIANS)

THIS MEMORANDUM is entered into between the City of Tiffin, Ohio ("City") and the Ohio Patrolmen's Benevolent Association (Tiffin Police Communication Technicians)("Union"). This agreement is a limited time modification to Article 10, Section 1 (Hours of Work) to the current Contract in an effort to alleviate some of the overtime due to the limited number of personnel currently assigned to the work unit.

1. The current Collective Bargaining Agreement Article 10, Section 1 (Hours of Work) specifically states "At least one communication technician must on duty at all times." This is to be suspended for the duration of this MOU, until January 2, 2015, and can only be extended by a majority vote of "Union" members and a new MOU must be completed.

2. If overtime for dispatch becomes available, Article 11 shall be followed and the off going / oncoming dispatcher will be offered the overtime. If the overtime is declined, all remaining dispatchers will attempt to be contacted in accordance with the Contract and given a reasonable amount of time to respond. If ALL dispatchers decline the overtime, or are unavailable to be contacted to be offered the overtime, the overtime will then be offered to all off-duty officers by seniority. If all officers decline the overtime, Article 11 shall be followed and the lowest ranking dispatcher on the off going / oncoming shift shall be ordered.

3. The intention of this MOU is NOT to take overtime away from dispatch personnel who are willing to work it. It is NOT the intention of this MOU to reduce the number of dispatch personnel, NOR violate the current negotiated Collective Bargaining Agreement. The sole intention is to offer some type of additional relief to the dispatch personnel, until January 2, 2015.

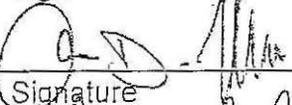
4. This Memorandum of Understanding will expire at 0001 hours on January 2, 2015.

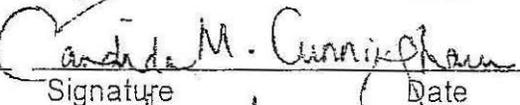
FOR THE CITY OF TIFFIN

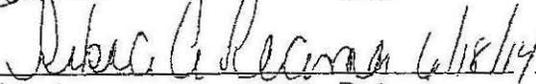
FOR THE OPBA

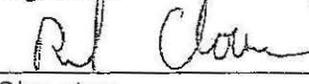

 Signature Date 6-16-14


 Signature Date 6/12/14


 Signature Date 6/18/2014


 Signature Date 6/12/14


 Signature Date 6/18/14


 Signature Date 6-13-14