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AGREEMENT

BETWEEN

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 583, OHIO COUNCIL 8,
AFL-CIO**

AND

THE CITY OF TIFFIN

EFFECTIVE DATE OF RATIFICATION THROUGH DECEMBER 31, 2022

SERB CASE # 2019-MED-09-1016

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ARTICLE 1 – PREAMBLE

SECTION 1.1. Preamble This contract is entered into by and between the CITY OF TIFFIN, OHIO, (hereinafter referred to as the "City"), also considered management, and LOCAL #583, OHIO COUNCIL #8, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as the "Union"), and has as its purpose the promotion of harmonious labor relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and all other conditions of employment.

ARTICLE 2 – COOPERATION

SECTION 2.1. Cooperation The City and the Union shall use their best efforts to fulfill their responsibilities to achieve better understanding between the City 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 dealings between the City and employees represented by the Union.

ARTICLE 3 – RECOGNITION

SECTION 3.1. Recognition The City of Tiffin hereby recognizes Ohio Council No. 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local No. 583, American Federation of State, County and Municipal Employees, AFL-CIO (herein called "AFSCME") as the deemed certified collective bargaining agent in the following described bargaining unit.

SECTION 3.2. Classifications. All full-time employees in the following classifications:

- A. Department of Public Works: (Street, Sewer).
 - Laborer
 - Timekeeper/Dispatcher
 - Mechanic
 - Street Motor Equipment Operation (MEO) I
 - Street MEO II
 - Arborist
 - Assistant Arborist
 - Street MEO III
 - Sewer MEO I
 - Sewer MEO II
 - Sewer MEO III
 - Dispatcher/MEO I
 - Electrician
 - Assistant Electrician

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- B. Department of Water Pollution Control Center.
 Electrician (W.P.C.C.)
 Operator
 Laboratory Technician
 Mechanic
 Lead Operator (W.P.C.C.)
 Pretreatment Technician

- C. Department of Parks and Recreation:
 Recreation Operations Manager
 Groundskeeper
 Assistant Groundskeeper

- D. Employees listed above may be utilized in more than one department from time to time as work needs occur.

SECTION 3.3. New Job Classifications If and when the City creates a new job classification/position(s) during the life of this Agreement, which has a community of interest to the bargaining unit, the City shall notify the Union and meet with it to negotiate upon the appropriate wages, hours and working condition(s). Disagreements over the wages, hours, working condition(s), and designation(s) will be resolved in accordance with the grievance/arbitration procedure of this Agreement.

If the City creates a new job classification/position, which it does not believe has a community of interest to the bargaining unit, the Union may petition the State Employment Relations Board pursuant to O.R.C. 4117, to seek the addition of the new classification/position to the bargaining unit.

SECTION 3.4. Initial Hire Probationary Period Initially new hired employees shall serve a ninety (90) day probationary period. Upon completion of their probationary period, their seniority date of hire shall be their original date of hire. Employees not retained by the Employer in this ninety (90) day period will not have recourse of the grievance/arbitration concerning removal.

ARTICLE 4 – NON-DISCRIMINATION

SECTION 4.1. Pledge The parties agree that the provisions of this contract shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, Union membership, religious affiliation, and political affiliation.

SECTION 4.2. Gender All references to employees in this Contract designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5 – UNION DUES

SECTION 5.1. Dues Deduction The City will respect individual written authorization by its employees to deduct from their wages or salary such amount as they have agreed to pay as regular Union dues and will transmit such sums to the Comptroller of the Union once each month or pay period.

SECTION 5.2. Political Action Deductions The City agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision once each month, or by pay period, to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

SECTION 5.3. Indemnification The Union shall indemnify, defend and hold the City, its officers, officials, agents, and employees harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the City, its officers, officials, agents, and employees in complying with this Article.

ARTICLE 6 – UNION REPRESENTATION AND BUSINESS, AND LABOR RELATIONS MEETINGS

SECTION 6.1. Stewards. The Union shall be entitled to four (4) stewards, including the Union President. The Union President shall serve as chief steward. In the absence of the President, the Vice-President shall serve as chief steward. The Union will provide the names of officers and stewards to the City. A Union officer or steward, upon reasonable notice by him and authorization from his supervisor, shall be entitled to reasonable time off during working hours, with pay, to investigate, process and present grievances which arise within his department. Permission to investigate, process and present grievances shall not be unreasonably denied.

SECTION 6.2. Access to Facilities. The City agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO shall have access to the premises of the City during normal working hours, to conduct Union business relative to matters involving its membership. Such visits shall be conducted in such a manner as to not disrupt operations of the City, and the Union representative will report to an official of the City, in the affected work unit, upon and prior to entering the premises of the City, on any such visits to insure that no disruption in operations will occur as a result of said visit.

SECTION 6.3. Labor Management Meetings. Meetings shall be held within seven (7) calendar days after receipt of request by the Union or the City at a mutually agreed time, to discuss matters of mutual interest relating to employees covered by this Contract.

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2 **SECTION 6.4. Purpose of Labor Management Meetings.** The Parties agree to utilize
3 the Labor/Management meetings for purposes of further discussing and exploring the
4 concept of career development for all bargaining-unit employees.
5

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7 **ARTICLE 7 – MANAGEMENT'S RIGHTS**
8

9 **SECTION 7.1. Management Rights** The Union recognizes that except as specifically
10 limited by the express provisions of this Agreement, the Employer retains and reserves all
11 of the traditional rights, powers, authority, duties, and responsibilities conferred upon and
12 vested in it by the laws and Constitution of the State of Ohio and of the United States
13 including but not limited to the rights identified in Ohio Revised Code Section 4117.08(c) to
14 manage and direct the affairs of the Employer including but not limited to the following:
15

- 16 A. Determine matters of inherent managerial policy, which include, but are not
17 limited to, areas of discretion of policy such as the functions and programs of the
18 public employer, standards of service, its overall budget, utilization of technology,
19 and organizational structure.
20 B. Direct, supervise, evaluate, or hire employees.
21 C. Maintain and improve the efficiency and effectiveness of governmental
22 operations.
23 D. Determine the overall methods, process, means or personnel by which
24 governmental operations are to be conducted.
25 E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer,
26 assign, schedule, promote, or retain employees.
27 F. Determine the adequacy of the work force.
28 G. Determine the overall mission of the Employer as a unit of government.
29 H. Effectively manage the work force.
30 I. Take actions to carry out the mission of the public employer as a
31 governmental unit.
32

33 **SECTION 7.2. Subjects of Bargaining.** The parties recognize that the Employer
34 is not required to bargain on subjects reserved to the management and direction of the
35 governmental unit, except as to affect wages, hours, terms and conditions of employment,
36 and the continuation, modification, or deletion of an existing provision of a collective
37 bargaining agreement. An employee or the exclusive representative may raise a
38 legitimate complaint or file a grievance based on the collective bargaining agreement and
39 in accordance with this Agreement.
40

41 **SECTION 7.3. Work Rules and Policies.** The Union recognizes that the City may
42 promulgate reasonable policies, and work rules for the conduct of employees while at work
43 which shall not be arbitrarily or capriciously applied. However, before implementing any
44 new policies, directives or rules, the City shall reduce same to writing and provide a copy
45 to the Union at least ten (10) working days prior to implementation, except in the event of
46 an emergency. The reasonableness of any City-adopted policy, directive or work rules, or
47 application of same, shall be subject to review in the grievance procedure.
48

ARTICLE 8 – GRIEVANCE PROCEDURE

SECTION 1. Definitions

Grievance: A grievance is a complaint that the City has violated the provisions and terms of the Contract.

Day: Day shall mean calendar day in this Article and wherever else indicated in the Agreement.

SECTION 8.2. General There shall be an earnest and honest effort to settle any and all grievances promptly by the parties.

SECTION 8.3. Group Grievances Any employee may file a grievance, but is required to file same through this grievance procedure. In the event a situation arises affecting more than one member of the Bargaining Unit, or there has been a breach of contract, the Union may elect to file a grievance (class action) in behalf of all Union membership which shall identify by name the affected employees.

SECTION 8.4. Procedure The following procedures and steps of this Article shall be used for the processing and settling of all grievances.

Step 1. Supervisor The aggrieved employee must first discuss his complaint with his immediate supervisor with or without a Union representative present, and attempt to resolve the dispute.

Step 2. Department Superintendent The aggrieved employee, with or without a Union representative present, or the Union shall present the grievance in writing to the Department Superintendent and/or his designated representative within seven (7) days of his knowledge of the occurrence of the incident upon which the grievance is based but not more than 30 days following the occurrence of the events giving rise to the grievance.

The Department Superintendent and/or his designated representative shall respond in writing to the aggrieved employee and the Union Representative within seven (7) days of receipt of the written grievance.

Step 3. City Administrator In the event the Union is dissatisfied with the written answer from Step 2, the grievance may be appealed to the City Administrator and/or Mayor within seven (7) days after the response given in Step 2, otherwise it shall be considered resolved.

The City Administrator and/or Mayor shall hold a hearing on the grievance and shall respond to the aggrieved employee and the Union in writing within seven (7) days after the hearing. The hearing must be conducted within seven (7) days of the City Administrator and/or Mayor's receipt of the grievance.

1 **Step 4. Mediation** With mutual agreement, grievance mediation may be utilized by the
2 parties after Step 3 of the Grievance Procedure is completed. Either party may request to
3 mediate by forwarding a written request within fifteen (15) workdays following the step 3
4 answer. If the City and the Union mutually agree to mediate, the time lines for filing a
5 request for arbitration will be suspended subject to the mediation procedure.
6

7 A party refusing mediation must give written notice of refusal to the other party within ten
8 (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable
9 time limits for appealing a grievance to arbitration contained in this collective bargaining
10 agreement shall commence on the day the refusal notice is received.
11

12 The parties agree to use the services of the Federal Mediation Conciliation Service
13 (FMCS), the State Employment Relations Board (SERB), or other mutually agreed upon
14 mediation service. Notices of mediation are to be signed by both parties and forwarded to
15 the mediator by the moving party.
16

17 **Step 5. Arbitration**

18 **A. Appeal to Arbitration by Union** Should any grievance remain unsettled after
19 exhausting the above procedure, the Union may demand arbitration in writing within
20 fourteen (14) days after receipt of the response from Step 3 otherwise the grievance shall
21 be considered resolved. The City and the Union shall jointly request the United States
22 Federal Mediation and Conciliation Service to furnish a panel of seven (7) qualified
23 arbitrators and the parties shall select a single arbitrator from such panel by alternate
24 striking of names.
25

26 **B. Arbitrator's Decision, Costs** The decision of such arbitrator shall be final and
27 binding upon both parties. The arbitrator shall not be empowered to rule contrary to, to
28 amend, to add to, or eliminate any provisions of this Contract. The arbitrator shall decide
29 his award upon the issues presented on the basis of the reliable, substantial facts or
30 evidence in the record of the proceedings and the terms of this Contract. Each party
31 hereto shall pay the expenses incurred in the presentation of its own case and any
32 incidental expenses including the expenses incident to the services of the arbitrator shall
33 be shared equally by the City and the Union. Either party desiring transcripts of the
34 arbitration hearing shall be responsible for the cost of such transcripts. Should copies of
35 the transcript be desired by both parties, the entire cost of the reporter and transcripts shall
36 be divided equally by the parties.
37

38 **SECTION 8.5. Exclusive Right to Appeal to Arbitration** Only the Union acting
39 through its President and/or Union Representative may authorize an appeal to arbitration.
40 If the City fails to answer any grievance within the prescribed limits, the grievance may
41 automatically be appealed to the next higher step in the grievance procedure. The time
42 limits or steps in this Article may be extended or waived in writing by the mutual consent of
43 the parties.
44

45 **SECTION 8.6. Witnesses** Employees who are called by either party as witnesses and
46 who give non-repetitive testimony shall lose no time or pay for the time spent at an
47 arbitration hearing if it is during working hours.
48

1 **SECTION 8.7. Authority of Arbitrator in Discipline Matters** In the case of a
2 discharge or disciplinary grievance, the arbitrator shall have the power to return the
3 grievant to his employee status with or without restoration of back pay, or mitigate the
4 penalty as equity suggests under the facts.
5

6 **ARTICLE 9 – POSITION DESCRIPTIONS**
7

8 **SECTION 9.1. Availability of Job Descriptions** The classifications, job descriptions and
9 appropriate rates of pay shall be posted and be available by other means in all
10 departments and shall be available to all employees.
11

12 **SECTION 9.2. Modifications to Job Descriptions** The present job descriptions in
13 effect at the signing of this Contract shall not be changed or altered during the term of this
14 Contract without prior consultation with the Union.
15

16 **SECTION 9.3. Grieving the Changes and Pay Rates to Job Descriptions.** In the
17 event permanent or substantial changes in a job description occur, the Union may grieve
18 the appropriateness of the changes and the rate of pay assigned to the classification by
19 presentation of a grievance at Step 2. Such grievance must be filed within fourteen (14)
20 calendar days following the posting of the revised job description.
21

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23 **ARTICLE 10 – BULLETIN BOARDS**
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25 **SECTION 10.1. Bulletin Boards.** The City shall provide a bulletin board at the Public
26 Works Department, Parks and Recreation Department and at the Water Pollution Control
27 Center for the use of the Union. The Union President shall be responsible for posting
28 and/or approving the posting of notices thereon which employees may read when
29 reporting to or leaving their work stations, or during their free time.
30

31 **SECTION 10.2. Improper Materials.** The Union agrees that no notices shall be
32 placed on the bulletin board which contain:
33

- 34 A. Personal attacks upon City Officials or fellow employees.
- 35 B. Scandalous, scurrilous or derogatory attacks upon the City.
- 36 C. Attacks on a candidate for Union office or Public office.
- 37 D. Lewd or obscene matter.
38
39

40 **ARTICLE 11 – SUBCONTRACTING**
41

42 **SECTION 11.1. Subcontracting Work.** The City agrees that it will not subcontract any
43 work that is normally performed by bargaining unit employees, if such subcontracting
44 would result in the layoff of said bargaining unit employees.
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ARTICLE 12 – SENIORITY

SECTION 12.1. Department Seniority As used in this Article, departmental seniority shall be defined as the length of service within a department. Department seniority shall be measured in terms of calendar days of employment within said department.

SECTION 12.2. City-wide Seniority City-wide seniority shall be defined as length of continuous service with the City of Tiffin. Seniority herein shall be measured in terms of calendar days of employment with the City. Permanent part-time employees' seniority shall be computed on an hour for hour basis (8 hours equals 1 day).

ARTICLE 13 – JOB POSTING AND BIDDING

SECTION 13.1. Job Posting and Bidding Procedure The following procedure is established to provide employees an opportunity to gain promotions, make lateral transfers, and to take voluntary reductions in status:

(1) When the City determines to fill a vacancy where work exists, or when the City establishes a new position in the bargaining unit, the City Administrator shall post the notice of the opening in all departments of the bargaining unit. The notice shall remain posted for three (3) working days, during which time employees may sign the notice, indicating their application for the open position. Employees on paid leave are eligible to sign the notice with the understanding that the City is under no obligation to notify them of the vacancy or new position.

(2) The City Administrator may appoint, on a temporary basis, an employee from any source to fill an opening until a permanent appointment can be made.

(3) Employees in the department in which a vacancy occurs or a new position is established shall have first consideration for appointment. The City shall award the position to the employee with the most City-wide seniority bidding in that department, provided that employee has the basic qualifications.

(4) If the procedure in Step 3 above produces no qualified bidder, the City shall award the position to the most senior bidding employee City-wide, provided that employee has the basic qualifications.

(5) If the procedure in Steps 3 and 4 above produces no qualified bidder, the City may appoint an individual from any available source, provided that person meets the basic qualifications.

(6) If the procedure in Steps 3, 4, and 5 produces no qualified persons to fill the opening, the City shall follow the same steps in the normal order, this time waiving such basic qualifications as are necessary to fill the vacancy.

1
2 **SECTION 13.2. Probationary Period** Any employee appointed to fill a lateral or
3 promotional position shall serve a ninety (90) day probationary period. In the event an
4 employee does not successfully complete his probationary period, such employee shall be
5 returned to the employment status held prior to the appointment made, hereunder. Such
6 persons may seek recourse through the grievance procedure.

7
8 **SECTION 13.3. Submission of Job Bid** All job bids shall be sealed by the bidding
9 employee and submitted to the City Administrator or, in the City Administrator's absence,
10 his secretary, prior to the expiration of the posting period, and shall be marked as to the
11 date and time of receipt.

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14 **ARTICLE 14 – LAYOFF AND RECALL**

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16 **SECTION 14.1. Layoff Procedures**

17 A. When it becomes necessary to reduce the work force due to lack of work or
18 funds, or abolishment of positions, the Union and the employees to be initially laid off will
19 be given notice of the pending layoff by certified mail fourteen (14) days prior to the
20 commencing of the layoff. Layoffs will be made first by laying off the appropriate number
21 of seasonal, temporary and/or newly hired probationary employees in that order by
22 department before laying off any permanent employees in the affected department.

23
24 B. After effecting the provisions of "A" above, and if necessary, employees will be
25 initially laid off on the basis of City-wide seniority within the various departments.

26
27 C. Laid off employees shall be permitted to exercise their City-wide seniority and
28 displace an employee with less City-wide seniority in the same or lower rated City-wide
29 positions, if qualified to perform the duties of the position to which he may be entitled. In all
30 cases where an employee is exercising his/her seniority to displace (bump) another
31 employee, his/her right to displace (bump) is subject to the conditions that he/she can
32 qualify for the position and be able to perform the functions and duties of the
33 classification into which he/she is attempting to displace (bump).

34
35 D. In the event an employee does not desire to take any of the positions to which
36 he may be entitled, he may elect to take a layoff without impairment of any recall rights.

37
38 E. Laid off employees shall have the right to recall to their former department or
39 City-wide in the reverse order of layoff, provided they are qualified to perform the available
40 work. If no recall list exists in one of the various departments, vacancies shall be filled by
41 recalling former employees on other recall lists, if they are qualified to perform the
42 available work and such recall shall be on the basis of City-wide seniority. (Ultimately, the
43 last hired is the first out.)

44
45 F. Notification of recall shall be made by personal service with receipt or certified
46 mail to the employee's last known address. It shall be the responsibility of each employee
47 to keep the City informed of his current residence or mailing address.

1 G. The laid off employee shall have seven (7) calendar days after mailing or
2 dispatching of said notification in which to exercise his right to recall. After the expiration
3 of this time, the next employee in line on the recall list shall be notified in accordance with
4 the above paragraph and be given his right to recall. An employee who fails to report for
5 work or refuses his right to recall, shall forfeit any further rights to recall.
6

7 **SECTION 14.2. Seniority Lists.** The City shall provide and maintain up-to-date
8 departmental and City-wide seniority lists and such lists shall be posted on appropriate
9 bulletin boards.
10

11 **SECTION 14.3. Labor Management Committee** Following the notice as provided
12 for in Paragraph A herein, either party may request a Labor-Management Committee
13 meeting for the purpose of carrying out the provisions of this Article. Such meeting shall
14 be held within seven (7) days following the receipt of such request.
15

16 **SECTION 14.4. Recall Rights** Employees exercising their recall rights shall retain all
17 seniority rights for purposes of this Contract upon recall. Such seniority shall be retained
18 as if the employee had not been laid off providing the employee had not been laid off
19 longer than one (1) year.
20

21
22 **ARTICLE 15 – SEASONAL AND TEMPORARY EMPLOYEES**
23

24 **SECTION 15.1. Seasonal and Temporary Employees** Seasonal and temporary
25 employees shall be hired for only certain stated periods or for a specific project. Seasonal
26 or temporary employees shall not replace permanent employees and shall be limited to
27 working 800 hours and no more than 179 days per year.
28

29
30 **ARTICLE 16 – HEALTH AND SAFETY**
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32 **SECTION 16.1. Safety Committee.** There shall be a Safety Committee, which shall
33 be composed of three (3) representatives of the Union, the Public Works Superintendent,
34 the Superintendent Waste Water and Sewers, and the City Administrator. The Safety
35 Committee shall meet upon notice from either party as soon as possible.
36

37 The Safety Committee shall review complaints brought to its attention concerning unsafe
38 working conditions and equipment. The Safety Committee shall attempt to remedy
39 complaints and will make recommendations for an overall safety program for employees
40 covered by this Agreement.
41

1 **SECTION 16.2. Unsafe Equipment or Conditions.** Employees shall bring conditions
2 or equipment presenting a direct and immediate threat to health and safety to the
3 immediate attention of the Departmental Superintendent or his Assistant and a Union
4 representative on the Safety Committee. After inspection of the equipment or condition
5 and discussion with the employee and Safety Committee representative, the
6 Superintendent or his Assistant shall decide whether to take the equipment out of service
7 or to correct other reportedly unsafe conditions.
8

9 Employees may refuse orders to utilize unsafe equipment or work under unsafe
10 conditions; however, they do so at the risk of disciplinary action for insubordination if the
11 City can substantiate that the equipment or condition was not an imminent threat to the
12 health and safety of the employee. The employee shall inform the Employer of such
13 unsafe work practice(s) or unsafe equipment immediately.
14

15 **SECTION 16.3. Protective Clothing and Equipment.** The City agrees to provide
16 and maintain specialized protective clothing and equipment necessary to perform
17 assigned duties, such as hard-hats, eye goggles, ear protectors, respirators, traffic vests,
18 "wader" boots, chemical resistant gloves, etc. This does not include clothing or equipment
19 which would normally be required by the employee for outdoor employment during all
20 seasons of the year.
21

22 **SECTION 16.4. Reimbursement for Prescription Glasses.** The City agrees to
23 reimburse employees for prescription glasses or contacts broken in the course of
24 employment, provided that the breakage does not involve any negligence or failure to
25 follow safety rules on the part of the employee. The City Administrator shall determine
26 whether reimbursement is appropriate. It is understood that the City will only pay for
27 normal and reasonable costs hereto.
28

29 **SECTION 16.5. Safety Committee Impasses.** Upon the Union declaring an impasse on
30 a subject brought before the Safety Committee, the Union may within ten (10) days after
31 such declaration, file a written grievance on the unsafe equipment or condition which is the
32 subject of the Safety Committee complaint by initiating said grievance at Step 2 of the
33 Grievance Procedure.
34

35 **SECTION 16.6. Health and Safety Training.** The City agrees to provide such
36 health and safety training as it deems appropriate or as may be required by law. During
37 the course of negotiations leading to a successor collective bargaining agreement,
38 representatives of the City and of the Union discussed the desirability of continuing to
39 provide appropriate training to employees in such areas as alcohol and drug abuse and
40 testing, various OSHA requirements, and other health and safety matters. The City will
41 continue to provide such training as it deems appropriate or which may be required by
42 law with respect to such issues. The Union and the City agree to engage in cooperative
43 efforts to identify those areas in which additional training may be mutually
44 advantageous, and the Union will offer its assistance in providing such training when it
45 is capable and qualified to do so. However, nothing herein shall be construed as
46 restricting in any manner the City's right to determine the nature and extent of any
47 training provided to its employees and the manner in which such training is to be
48 conducted.

1 **SECTION 16.7. Work on Holiday in Pollution Control.** An employee in the Water
2 Pollution Control Center working by himself on a Holiday, Saturday or Sunday and
3 performing duties in both the Laboratory and in Plant Operations will be paid three (3)
4 hours at the Laboratory Technician rate and five (5) hours at the Water Pollution Control
5 Operator rate, or the employee's classification wage rate whichever is higher, for the eight
6 (8) hour shift. The Employer will provide a cell phone or a similar communication device
7 for the employee working alone at the plant.
8

9 **SECTION 16.8. Washer and Dryer.** The City has purchased and will maintain a
10 washer and a dryer to be available for employees to clean their work clothes at wash-up
11 times.
12
13

14 **ARTICLE 17 – UNIFORMS**

15
16 **SECTION 17.1. Uniforms Provided** The City shall continue to maintain present levels of
17 uniforms for the duration of this Contract, and the uniforms provided must be worn.
18

19 **SECTION 17.2. Uniform Allowance/Reimbursement** The City will reimburse each
20 employee up to \$300.00 per year for work shoes and work clothes. The unused annual
21 uniform reimbursement may be carried over to and used in succeeding years. However,
22 the total reimbursement balance may not exceed \$600.00 at any time. The Department
23 Head shall approve all items purchased with the uniform allowance. Each employee will
24 provide the Department Head with acceptable receipts for each reimbursement.
25
26

27 **ARTICLE 18 – DISCIPLINARY PROCEDURE**

28 **SECTION 18.1. Discipline**

29
30 **A. Reasons for Discipline** Employees may be disciplined for just cause reasons,
31 and disciplinary action may include an oral reprimand (of which a written record will be
32 kept, per the contract), a written reprimand, a suspension, a reduction in rank and/or a
33 dismissal.
34

35 **B. Charges** Except as provided in Paragraph C below, an employee may be
36 suspended, reduced in rank or dismissed following the issuance of written charges to the
37 employee and the Union. Such charges shall include the reasons for such charges, and
38 the time and place for a hearing before the City Administrator or his designated
39 representative. The hearing shall be held within seven (7) calendar days following the
40 receipt of such notice.
41

42 **C. Suspension Pending Hearing, Pre-discipline Hearing.** When the City
43 Administrator suspends, reduces in rank or dismisses an employee, such employee may
44 be conditionally suspended pending hearing thereon. Such employee and the Union shall
45 be thereafter given or mailed written notice of such suspension, reduction in rank or
46 dismissal. The written notice shall state the reasons therefore and set the time and place
47 for a hearing before the City Administrator or his designated representative, such hearing
48 to be held within seven (7) calendar days of the suspension.

1
2 **SECTION 18.2. Submission to Step 3 or Grievance Procedure.** Disciplinary action
3 involving an appealable suspension, a reduction in rank, or dismissal may be appealed,
4 through the Grievance and Arbitration procedure set forth in this Agreement to be
5 introduced at Step 3.

6
7 **SECTION 18.3. Duration of Reprimands.** Oral and written reprimands will cease to
8 have any force and effect and will be removed from the employee's personnel file eighteen
9 (18) months after the effective date of the reprimand, provided there are no intervening
10 reprimands on the same subject during the eighteen (18) month period.

11
12
13 **ARTICLE 19 – INJURY LEAVE, DISABILITY SEPARATION, LEAVES OF**
14 **ABSENCE**

15
16 **SECTION 19.1. Injury Leave, Worker's Compensation, Light Duty.**

17
18 **A. Injury Leave.** In the event an employee is unable to perform his job due to a service
19 connected occupational illness or injury incurred in the course of and arising out of the
20 performance of his negotiated job duties with the City of Tiffin, the employee shall be
21 granted a leave of absence with normal pay by the City Administrator for up to twenty (20)
22 duty days, providing that such injury prevents the employee from working normal duties,
23 as certified by a licensed medical practitioner. An additional ten (10) duty days may be
24 granted at the discretion of the Mayor.

25
26 **B. Worker's Compensation.** An employee receiving injury leave may file a claim for
27 temporary total disability benefits with the Industrial Commission of Ohio. The employer
28 will notify the Industrial Commission of Ohio that it is paying wages (hourly compensation)
29 in lieu of temporary total compensation for the period of time. Thereafter, the employee
30 may receive temporary total compensation as determined by the Industrial Commission of
31 Ohio. Upon final determination by the Industrial Commission of Ohio that Workers'
32 Compensation benefits have been denied, any days granted hereunder shall be deducted
33 from the employee's accumulated sick leave, vacation, or personal leave pay. When injury
34 leave benefits, as may be provided herein, have been exhausted, the employee may use
35 his/her accumulated sick leave, vacation or personal leave pay for any periods of
36 extended disability.

37
38 **C. Light Duty.** An employee who is granted injury leave may be offered temporary,
39 limited light duty work ("transitional work"). The effect of an employee's refusal of such
40 transitional work shall be determined by the Industrial Commission of Ohio/Bureau of
41 Workers' Compensation.

42
43 **SECTION 19.2. Leave Without Pay.** After an employee has exhausted his paid leave
44 benefits, such employee may be granted a leave of absence without pay for a period not
45 to exceed ninety (90) calendar days because of personal illness or injury. Said period may
46 be extended to one hundred eighty (180) calendar days at the discretion of the City
47 Administrator.

1 **SECTION 19.3. Health and Safety, Disability Separation**

2 **Examinations.** Examinations are intended to guard the health and safety of employees or
3 the public and will be ordered as a precautionary measure.
4

5 If, at any time, the Employer has a reasonable basis for believing that an employee is no
6 longer mentally or physically capable of performing the material and substantial duties
7 and/or the essential functions of the employee's position, or that the employee poses a
8 threat to the employee or others, the Employer may require the employee to submit to a
9 medical, psychiatric, or psychological fitness for duty examination. Such examination shall
10 be conducted by a licensed health care professional or psychologist selected by the
11 Employer, and the Employer shall bear the cost.
12

13 Upon receipt of the professional's opinion on fitness for duty, the Employer, the Union, and
14 the employee will meet at the request of the employee to discuss possible alternatives
15 and/or accommodations. If no alternative or accommodation is mutually agreeable and
16 provided that the professional has concluded the employee unfit for duty, then the
17 employee may be placed on sick leave, FMLA, unpaid disability leave, or may be
18 disability separated. Such action is non-disciplinary in nature.
19

20 **Disability Separation.** Notwithstanding the provisions of this Article or any other
21 provisions of this Agreement, an employee may be disability separated at the time it is
22 determined the employee is unable to perform the material and substantial duties and/or
23 the essential functions of their position.
24

25 **Payout of Unused Leaves.** At the time it is determined by the Employer that the
26 employee is to be involuntarily disability separated the employee will have accrued,
27 unused paid leaves converted for which he is eligible (e.g. vacation, comp time) pursuant
28 to the conversions provisions of the leave at the time of separation or up to a year after at
29 the election of the employee.
30

31 **Pre-Separation Hearing.** The employee being involuntarily disability separated will be
32 afforded the opportunity for a pre-separation conference. Involuntary disability separation
33 may only be appealed through the grievance procedure contained in this Agreement.
34

35 **Appeal.** An involuntary disability separation or leave may be appealed to step 3 of
36 the grievance procedure. Disability separation or leave is a non-disciplinary action.
37

38 **Disability Retirement Application.** In the event that an employee applies for PERS
39 disability retirement the Employer will support a disability retirement application for any
40 employee involuntarily disability separated.
41

42 **Return From Disability Separation.** The employee shall have the right to return to work
43 from an involuntary disability separation following submission of satisfactory evidence of
44 his ability to perform the material and substantial duties of his position. The right to
45 reinstatement from an involuntary disability separation shall last for a period of one (1)
46 year and shall be extended for one (1) year upon written request of the employee. An
47 employee's seniority will be restored if the employee returns from disability separation. If
48 the employee does not return to work within that period he shall be deemed separated.

1
2 Prior to reinstatement from an involuntary disability separation the Employer may require
3 the employee to submit to an examination as a condition precedent to reinstatement.
4

5 **SECTION 19.4. Funeral Leave and Pay.**
6

7 **A. City Employee.** The City agrees to give members of the Union two (2) hours
8 funeral leave with pay to attend and participate in the funeral of a deceased retired City
9 employee that had worked within their department.

10
11 **B. City Employee.** The City agrees to give employees one-half (1/2) day funeral
12 leave with pay to attend and participate in the funeral of a City employee.
13

14 **C. Immediate Family** The employees shall be granted three (3) days funeral leave
15 with pay to arrange for and attend the funeral of a deceased member of the employee's
16 immediate family.
17

18 The employee's immediate family shall include the following: spouse, children, father,
19 mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, spouse's
20 children residing in the same household, spouse's parents, spouse's grandparents,
21 grandchildren and current stepparents, step-grandparents, stepchild, stepbrother,
22 stepsister and legal guardian.
23

24 **D. Extended Family** The employees shall be granted one (1) day funeral leave with
25 pay to attend the funeral of a deceased aunt, uncle, spouse's aunt, spouse's uncle,
26 brother-in-law and sister-in-law, son-in-law, and daughter-in-law, nieces, and nephews.
27

28 **E. Pallbearer** The members of the Union shall be granted one (1) day off with pay
29 to be a pallbearer at any other funeral, provided the funeral is during the employee's
30 normal working hours.
31

32 **F. Travel Time** The members of the Union shall be granted one (1) additional day
33 with pay for travel if the funeral is over 150 miles from Tiffin.
34

35 **G. Funeral leave** All of the above said funeral leaves shall not be deducted from any
36 accumulated sick leave or other accumulated leave.
37

38 **SECTION 19.5. Jury Leave.** Any employee who is subpoenaed or otherwise
39 required to serve upon a jury of any court or judicial tribunal during their normal working
40 hours or who is required to attend court as a witness in any proceeding, shall be paid his
41 regular rate of pay during such periods providing he is not defendant or plaintiff in the
42 proceedings.
43

44 The employee shall remit to the Finance Director whatever sum is paid to him as
45 compensation by the Court or tribunal for his appearance or service. The employee shall
46 remit a subpoena or certificate showing that he appeared and served as mentioned above
47 to receive pay under this Section.
48

SECTION 19.6. Military Leave and Pay.

A. Employees shall receive military leave without loss of pay from their respective duties for such time as they are in the military service on field training or active duty for periods not to exceed one month in any one (1) calendar year. One month is defined as twenty-two eight hour work days.

B. The City agrees to entitle all employees to the provisions of Ohio Revised Code Section 5903.02, 5903.03 and 5903.04, and 5923.05.

C. Employees on military leave will continue to accumulate sick leave.

SECTION 19.7. Seniority While on Leaves Employees shall retain all seniority rights with the City while on leave of absence, covered by this Contract.

SECTION 19.8. Union Delegate Leave. Elected Union delegates or alternates to the annual conventions of the Union Council and the Biennial Conventions of the Union, shall be granted time off without pay for the purpose of participation in such conventions, but not to exceed six (6) days for each such convention. The number of employees shall be limited to two (2) for any one (1) such convention. The Union shall notify the City prior to said conventions and the employees attending same.

SECTION 19.9. Union Meetings and Conferences. The Union President and/or Stewards shall be allowed time off the job without loss of pay, not to exceed five (5) man-days total per year, for the purpose of attending Union meetings and conferences.

SECTION 19.10. Leave Without Absence Approval. Employees absent from work for more than seven (7) calendar days and who have not been granted a leave of absence during that period, or who do not present satisfactory evidence showing they were unable to report, shall be deemed to have quit.

ARTICLE 20 – LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT

SECTION 20.1. Eligibility 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 20.2. Use of Paid Leaves 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 21 – HOURS OF WORK/OVERTIME

SECTION 21.1. Schedule of Hours.

A. Department of Public Works (Street & Sewer) and Parks and Recreation Department.

The schedule of hours shall consist of eight (8) hours per day, forty (40) hours per week, Monday through Friday. The workday shall begin at 7:00 a.m. and end at 3:00 p.m.

B. Department of Water Pollution Control Center.

The schedule of hours shall consist of five (5) consecutive days of eight (8) hours per day. No permanent shift changes shall be made without at least five (5) days prior notice.

If it is necessary to make a permanent shift or workweek change, the employee with the most departmental seniority shall be given first chance at the new workweek or shift. The employee with the second most departmental seniority shall be given second chance, etc.

Temporary shift of workweek openings due to vacations, sick leave, or other circumstances shall be put up for overtime as the present practice is outlined.

SECTION 21.2. Work Periods and Breaks.

A. Department of Public Works and the Department of Parks and Recreation.

Employees shall be scheduled for an eight (8) hour work shift, which shall include one (1) one-half (½) hour paid lunch period normally scheduled at 11:30 a.m. whenever practical; a fifteen (15) minute paid break in the morning; and a fifteen (15) minute paid break in the afternoon. The paid rest and lunch periods may be taken at particular job sites due to particular duties being performed.

B. Department of Water Pollution Control Center.

Employees shall be scheduled for an eight (8) hour work shift, which shall include such paid meal periods and other breaks as the work load permits, and the Superintendent Waste Water and Sewers authorizes. When necessary, the Superintendent Waste Water and Sewers may require employees to remain at the WPCC for the entire work shift.

SECTION 21.3. Overtime Pay. Overtime pay at the rate of time and one-half (1 1/2) of the straight rate shall be paid for all work done in excess of eight (8) hours in any one (1) day; for all work done in excess of forty (40) hours, including Holiday and/or Sick Pay, in any one (1) workweek and for all work done on an employee's sixth (6th) day of his workweek.

Overtime pay at the rate of double time (2X) of the straight rate shall be paid for all work done in excess of twelve (12) consecutive hours; for all work done on an employee's day off for the Holiday; for all work done on the actual Holiday; for all work done on the

1 employee's seventh (7th) day of his normal workweek; and for all work done on a Sunday
2 (only for employees whose normal workweek is Monday through Friday).

3
4 For the purpose of this Section, the first workday of each employee's five (5) consecutive
5 days shall be considered as the first (1st) day of his workweek.
6

7 **SECTION 21.4. Compensatory Time.** Subject to approval, an employee entitled to
8 overtime pay in accordance with this section may elect to receive, in lieu of such pay,
9 compensatory time off of work at the employee's regular rate of pay.
10

11 Employees may accrue up to one hundred twenty (120) hours of compensatory time in the
12 2020 calendar year. Amounts accrued in excess of one hundred twenty (120) hours will be
13 paid during the year at the employee's regular rate of pay. Employees may accrue up to
14 one hundred (100) hours of compensatory time in the 2021 and 2022 calendar years. In
15 2021 and 2022, amounts accrued in excess of one hundred (100) hours will be paid during
16 the year at the employee's regular rate of pay. An employee may elect to carry over to the
17 next year up to one hundred (100) hours of compensatory time provided that any accruals
18 in excess of one hundred (100) hours during that year will be paid at the employee's
19 regular rate. Any hours of compensatory time carried over to a following year will be
20 credited to the one hundred (100) hours accrual for that year. The compensatory time
21 balance shall not exceed one hundred twenty (120) hours in 2020 and shall not exceed
22 one hundred (100) hours in 2021 and 2022.
23

24 Employees electing to carry over compensatory time must give written notice to the
25 Director prior to the annual December payout. Compensatory time off of work must be
26 taken in minimum increments of thirty (30) minutes and must be approved in advance.
27

28 **SECTION 21.5. Pyramiding** There shall be no pyramiding of premium pay for the
29 same hours worked.
30

31 **SECTION 21.6. Call-In.** Whenever an employee is called in to work at times other
32 than his regular work schedule, thereby necessitating additional travel to and from work,
33 he shall be guaranteed two (2) hours at premium pay for each call-in.
34

35 In the event a situation should occur which could be construed whereas public health,
36 safety, and welfare is in jeopardy, the employees covered by this Contract shall make
37 themselves reasonably available for call-in, and, except in cases of illness, shall report for
38 duty. Any question arising over the enforcement of this Article shall be handled through
39 the Grievance Procedure.
40

41 **SECTION 21.7. Overtime Distribution.**

42 **Distribution of Overtime.** Overtime shall be distributed according to the total number of
43 equivalent hours accumulated by each employee. The employee with the lowest total of
44 equivalent hours shall have the first chance at the overtime available. The employee with
45 the second lowest total equivalent hours shall have the second chance, etc. In the event
46 that two (2) employees have the same number of equivalent hours, the employees with
47 the most City-wide seniority shall have the first chance at the overtime available so long as
48 they are immediately capable of performing the job without training.

1
2 **Equivalent Hours.** Equivalent hours shall be construed to mean the actual number of
3 hours worked multiplied by the rate of overtime received. Example: An employee works
4 eight (8) hours of overtime at the rate of time and one-half (1 1/2); that employee shall be
5 credited with twelve (12) equivalent hours.
6

7 Equivalent hours shall also be construed as to mean the actual number of hours an
8 employee turns down multiplied by the rate of overtime that employee would have
9 received if he had worked the overtime hours offered. Example: If an employee turns
10 down eight (8) hours of overtime at the rate of double time (2X), that employee shall be
11 credited with sixteen (16) equivalent hours.
12

13 **Required Skills.** Overtime requiring certain job skills need not be assigned in accordance
14 with the equivalent hours accumulation; however, the employee assigned such overtime
15 shall be credited with the appropriate equivalent hours for the amount of overtime worked.
16

17 **Special Application Public Works:** If an insufficient number of employees accept the
18 overtime work or the employees accepting the overtime work are unable to efficiently
19 perform the work, the City may direct the least senior employee capable or the employee
20 with the lowest equivalent hours who is capable to perform the work to do the work.
21

22 **January 1st New List.** On January 1st of each year, the equivalent hours on the overtime
23 board shall revert to zero for the Public Works Department.
24

25 **WPCC Overtime Posting.** Any overtime known in advance to be overtime, such as
26 vacation replacements or holiday shifts as occur at the Water Pollution Control Center,
27 shall be assigned three (3) to seven (7) days in advance of the known overtime. Any
28 overtime not scheduled in advance, such as emergency call-in, shall be assigned at the
29 earliest possible time.
30

31 **Inability to Report for Overtime.** In the event an employee cannot report to work for any
32 previously assigned overtime due to sickness or other circumstances, he shall retain any
33 equivalent hours credited to him for that time and the overtime shall be reassigned in the
34 normal manner.
35

36 **Overtime During Employee on Leave of Absence.** An employee shall not be contacted
37 nor credited with any equivalent hours for overtime assigned or scheduled during any
38 appropriate Leaves of Absences. An employee's appropriate Leave of Absence shall start
39 when that employee leaves his work place on his last regularly scheduled workday prior to
40 his appropriate Leave of Absence and ends when that employee reports back to work on
41 his first scheduled workday. In the case of Sick Leave, the appropriate Leave of Absence
42 starts when that employee notifies his work place that he is sick.
43

44 **Posting Overtime.** Overtime rosters shall be posted on a bulletin board accessible to all
45 employees of the department and shall be updated continuously as overtime is assigned.
46 The overtime roster shall include a list of equivalent hours worked, turned down, negative
47 contact, and the total number of equivalent hours for each employee.
48

1 **Overtime Waiver.** An employee may decide whether or not to have his name placed on
2 the overtime roster. Employees wanting on the overtime list or off the overtime list shall
3 sign the sheet on his first physical working day of the month of which he wants or does not
4 want the overtime. When an employee places his name on the overtime roster, he shall
5 enter the list at the highest aggregate total then posted on the roster. New employees to
6 the City or Department may place his name on the overtime roster only after serving his
7 appropriate probationary period.
8

9 **Assigned Crew to Finish Work.** In the event a job continues beyond the regular shift the
10 City may continue the same crew to complete the job. However, the employees receiving
11 such overtime shall be credited with the appropriate equivalent hours for the amount of the
12 overtime worked and employees declining the overtime will be charged with the equivalent
13 overtime hours worked by the crew.
14

15 **SPECIAL W.P.C.C. APPLICATION** - Holiday overtime shall be assigned and credited in
16 the following manner. All shift workers receiving "Automatically Assigned Holiday" shifts
17 shall be credited with the appropriate equivalent hours first; then any other overtime shall
18 be assigned in accordance with the updated equivalent hours. Any "shift worker" taking off
19 his "Automatically Assigned Holiday" shift shall not be considered as refusing overtime and
20 shall not be credited with any equivalent hours.
21

22 **SECTION 21.8. Overtime for Seasonal, etc. Employees** Seasonal, temporary, work
23 relief, or CETA employees shall not be given overtime opportunities until the appropriate
24 permanent employees in the bargaining unit have been given the opportunity to work the
25 overtime assignment.
26

27 **SECTION 21.9. Emergency Overtime** In the event of an emergency, the City's
28 representative shall call a Superintendent to determine what manpower is needed to
29 perform the emergency situation. If the City's representative is unable to contact the
30 Superintendent to determine what work is necessary in such emergency situation they are
31 to call the employee on the monthly list with the fewest equivalent hours. The parties
32 recognize that the person called shall be an MEO II or higher.
33

34 **SECTION 21.10. Employee Contact Information.** All employees whether or not their
35 names are on the voluntary roster are required to provide a phone number at which they
36 can be reached. The phone number must have the capability of receiving a voice
37 message. The phone number will be called and if there is no answer a message will be
38 left. Failing to provide a working phone number, failing to provide the capability to leave a
39 message on their phone, and/or failing to return calls and messages within one (1) without
40 a reasonable excuse acceptable to management will lead to a counseling notice for the
41 first offense. Repeated violations will lead to progressive discipline up to and including
42 termination.
43

44 **SECTION 21.11. Overtime Rate** The rate of overtime pay shall be figured in the
45 following manner: Base rate plus longevity, plus shift differential multiplied by the actual
46 number of hours worked times the proper rate of overtime.
47
48

ARTICLE 22 – SICK LEAVE

SECTION 22.1. Accumulation and Use. An employee in the service of the City shall accumulate sick leave at the rate of 4.6 hours for every eighty (80) hours in pay status. Sick leave shall be charged in multiples of one-half (1/2) hour. No employee shall be required to bring a doctor's statement prior to the third (3rd) day of illness unless there is evidence of abuse of sick leave.

SECTION 22.2. Granting Sick Leave. An employee may use sick leave:

- A. In case his/her 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. Time limits depend upon each individual set of circumstances. The City shall be governed by the following guidelines in approving sick leave usage hereunder:
 - 1. An employee may use up to eight (8) hours of sick leave to take a member of his/her immediate family, as defined in Section 6, below, to or from the hospital and/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 up to eight (8) hours of 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 up to eight (8) hours of sick leave on the date of his child's birth, and up to eight (8) hours of sick leave on the day the child is brought home from the hospital, if either occurs on a working day.
 - 4. Sick leave may be used by the employee for convalescence of a member of the immediate family, provided it can be shown that the presence of the employee is necessary.
- D. Enforced quarantine of the employee in accordance with community health standards.
- E. Any other exceptional circumstances, at the discretion of the City.

SECTION 22.3. Sick Leave Application, Misuse or Abuse of Sick Leave. 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. If medical attention is required, the employee must submit a certificate from a licensed physician stating the nature of illness to be eligible for sick leave benefits. The City 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 are grounds for disciplinary action, including discharge. Sick leave forms shall be provided by the City.

1
2 **SECTION 22.4. Reporting Absence.** A Water Pollution Control Center employee
3 assigned to any shift other than Monday through Friday day shift who is unable to report to
4 work shall notify the immediate supervisor or other designated person at least one (1) hour
5 prior to the employee's time for reporting to work unless emergency conditions make such
6 reporting impossible. Any other employee who is unable to report to work shall notify the
7 immediate supervisor or other designated person no later than fifteen (15) minutes after
8 the beginning of the scheduled day shift unless emergency conditions make such
9 reporting impossible. Subsequent reporting beyond the first day of absence shall be
10 determined at the discretion of the employee's immediate supervisor or other designated
11 person.

12
13 **SECTION 22.5. Examination.** The City may require an employee to take an
14 examination, conducted by a physician selected by the City to verify physical or mental
15 capability or inability to perform the duties of the position provided the City has reason to
16 believe the employee is incapable of performing his duties or is abusing sick leave
17 privileges. The cost of such required examination will be paid by the City.

18
19 **SECTION 22.6. Immediate Family.** For purposes of this Article, the term "immediate
20 family" shall include the employee's father, mother, spouse, children, the spouse's father
21 and mother, brother, sister and parentis loco guardian.

22
23 **SECTION 22.7. Reinstatement.** An employee who is laid off or on unpaid disability
24 leave will, upon reinstatement to service, be credited for any unused or unpaid sick leave
25 existing at the time of his layoff or leave.

26
27
28 **ARTICLE 23 – ACCUMULATED SICK LEAVE PAID AT RETIREMENT**

29
30 **SECTION 23.1.** At the time of retirement under PERS from the City of Tiffin or death
31 of an employee, the employee or the employee's estate shall receive pay equivalent to
32 two-thirds (2/3) of the employee's total accumulated sick leave not to exceed two-thirds
33 (2/3) of one hundred eighty (180) work days (2/3 of 180 eight hour work days or 2/3 of
34 1440 hours which equals 960 hours) at the rate of pay the employee was receiving at the
35 time of retirement or death. Any conversion will be deemed to eliminate the full balance of
36 the employee's sick leave balance.

37
38
39 **ARTICLE 24 – HOLIDAYS AND HOLIDAY PAY**

40
41 **SECTION 24.1. Holidays.** Each employee shall be entitled to a day off with
42 Holiday Pay for each of the following Holidays each year. Holiday pay is eight (8) hours
43 pay.

- 44
45 1. First day of January, known as New Year's Day.
46 2. Martin Luther King, Jr. Day.
47 3. Third Monday in February, known as President's Day.
48 4. Friday prior to Easter Sunday, known as Good Friday.

- 1 5. Memorial Day as established by the State of Ohio.
- 2 6. Fourth day in July, known as Independence Day.
- 3 7. First Monday in September, known as Labor Day.
- 4 8. Second Monday in October, known as Columbus Day.
- 5 9. Eleventh day in November, known as Veteran's Day.
- 6 10. Fourth Thursday in November, known as Thanksgiving Day.
- 7 11. Friday after Thanksgiving Day.
- 8 12. Twenty-fifth day in December, known as Christmas Day.
- 9 13. Any one (1) day, known as Discretionary Holiday.
- 10 14. Any day proclaimed to be a Holiday by Official Proclamation of the Mayor.

11
12 Discretionary Holidays must be scheduled with the appropriate department head or
13 designee no later than 3:00 p.m. of the workday prior to the requested Discretionary
14 Holiday.

15
16 **SECTION 24.2. Holiday Pay.**

17
18 **A. Public Works and Parks and Recreation Departments.**

19
20 Weekend Holidays. If any of the above Holidays fall on a Saturday, the preceding Friday
21 shall be the day off for the Holiday. If any of the above Holidays fall on a Sunday, the
22 following Monday shall be the day off for the Holiday.

23
24 **B. Water Pollution Control Center.**

25
26 If any of the above Holidays fall on an employee's regularly scheduled day off, his workday
27 nearest the Holiday shall be his day off for the Holiday.

28
29 If any of the above Holidays is equal distance from two (2) of an employee's regularly
30 scheduled workdays, the employee shall be given his choice as to which workday to take
31 as his day off for the Holiday.

32
33 **SECTION 24.3. Automatically Assigned Holidays (Water Pollution Control Center).**

34 All shift workers shall be required to work their full workweek during a Holiday week
35 thereby receiving Holiday overtime automatically; hereinafter, known as "Automatically
36 Assigned Holidays." A "shift worker" is any employee working any schedule other than
37 Monday through Friday, eight-to-four (8 - 4) shift, as their regular workweek.

38
39 All employees, including "shift workers", working an eight-to-four (8 - 4) shift on Monday
40 through Friday on which their day off for the Holiday or the actual Holiday occurs shall be
41 given the eight-to-four (8 - 4) shift off and the eight-to-four (8 - 4) shift shall be put up for
42 overtime, if necessary. In the event the eight-to-four (8 - 4) shift is rejected by all
43 employees on the overtime roster, the employee who was first eligible shall be required to
44 work the shift.

45
46 Any employee desiring to take his "Automatically Assigned Holiday" off must notify the
47 Superintendent at least four (4) days in advance and shall be given his holiday shift off
48 providing the shift can be filled through the overtime roster. If everyone on the overtime

1 roster rejects the shift the "shift worker" who normally works the shift shall be required to
2 work it. Any employee notifying the Superintendent in less than four (4) days shall be
3 given the day off only at the discretion of the Superintendent.
4
5

6 **ARTICLE 25 – VACATIONS**
7

8 **SECTION 25.1. Vacations.** Employees will be granted time off with pay for
9 vacations during the year following the employee's anniversary date of employment based
10 on the following schedule:
11

<u>Completed Years of Service</u>	<u>Days of Vacation</u>
1 – 4	10
5	11
6	12
7	13
8	14
9 – 10	15
11 – 13	16
14	17
15	18
16 – 19	20
20 – 24	21
25+	25

25
26 **SECTION 25.2. Vacation Scheduling.**
27

28 A. Preference dates for vacations shall be by calendar year and in accordance with
29 Departmental Seniority until May 1st of each year; thereafter, any employee can take any
30 open week with at least one (1) week notice. Vacation schedules must be posted as to
31 date of application, employee's name, selected vacation dates, and shall be posted for all
32 employees to see.
33

34 B. In the event any vacation schedule applied for before May 1st of each year is cancelled
35 by the employee, those dates must be filled by seniority and posted for no less than one
36 (1) week for re-bid. No employee may cancel a vacation less than one (1) week prior to
37 the scheduled beginning of the vacation period.
38

39 C. The applicable Superintendent shall grant vacation preferences subject to manning
40 requirements.
41

42 **SECTION 25.3. Vacation Carry-Over.** Vacation leave to an employee's credit which is
43 in excess of the accrual for the last two (2) years of employment shall be considered
44 excess vacation. Employees shall forfeit their right to take or to be paid for excess
45 vacation and such excess vacation shall be eliminated from the employee's vacation leave
46 balance on each anniversary date of employment.
47

1 **SECTION 25.4. Accumulated Vacation Pay.** At the time of death of an employee, the
2 employee's estate shall receive pay, based on the rate of pay at the time of death, for
3 accrued but unused vacation as provided by Section 3 above.
4

5 At the time of retirement or termination of an employee, the employee shall receive, based
6 on the rate of pay at the time of retirement for accrued unused vacation pay as provided by
7 Section 3 above.
8

9 **SECTION 25.5. Personal Day** Employees will receive one (1) personal day per year.
10 To be eligible to use the day, Employees will be required to call supervision before the shift
11 starts. The day will be approved so long as no more than three (3) employees are off on a
12 given day.
13

14 **SECTION 25.6. Incremental Use of Vacation Leave.** Employees may, with
15 supervisory approval, take up to twelve (12) hours of their accrued vacation per year
16 either one half hour or one hour at a time.
17

18
19 **ARTICLE 26 – HEALTH INSURANCE/LIFE INSURANCE**
20

21 **SECTION 26.1. Health Insurance and Contributions** The City shall provide
22 comprehensive major medical health insurance (standard plan/present plan), provided by
23 an insurance carrier of the City's choice, with benefits as provided to non-bargaining
24 employees paid in whole or in part by the General or Enterprise Funds, except those in the
25 Municipal Court. During the term of this Agreement, should the City and/or the insurance
26 company that provides such coverage modify the benefits, the City will review such
27 changes with the Union at least fourteen (14) days prior to implementing such changes.
28 The City may, at its option, provide a second lower deductible medical health insurance
29 plan. Employees shall have the option of selecting either the standard plan or the lower
30 deductible plan.
31

32 The City will pay 80% of the standard plan premiums for the employee's health insurance
33 regardless of which plan the employee selects. If the employee selects the lower
34 deductible plan, the employee will pay the difference between the Employer's contribution
35 to the standard plan premiums and the premiums for the lower deductible plan.
36 Employee premiums will be paid through bi-weekly payroll deductions. The City will
37 establish a flexible spending plan for its employees and if an employee separates from the
38 City the employee will be responsible to reimburse, by setoff in terminal pay, any prorated
39 amount in excess of the time worked in the year.
40

41 **SECTION 26.2. Life Insurance** The City shall provide life insurance and AD+D in the
42 amount of fifteen thousand dollars (\$15,000.00).
43

44 **SECTION 26.3. Insurance Committee** A Union Representative will participate in City-
45 wide employee meetings beginning no later than June, 2011 to discuss methods of
46 reducing the City's Health Insurance costs and the possible addition of dental and other
47 insurance coverage. This committee will review, evaluate, and make recommendation(s)
48 regarding the best health insurance for the lowest cost for City employees.

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SECTION 26.4. Insurance Reopener If the health insurance premium increase is fifteen percent (15%) or higher for 2021 or 2022, either party can request to reopen, subject to the impasse procedures of RC 4117 the Collective Bargaining Agreement to discuss plan design only. Any changes must be mutually agreed to. Any reopener will be limited to a period not to exceed two weeks, beginning November 1.

ARTICLE 27 – WAGES

SECTION 27.1. Wage Rates The hourly wage rates shall be as follows:

2%
4/19/20-12/31/20

Dispatcher/Timekeeper	\$17.64
Laborer	\$19.84
Dispatcher/MEO I	\$21.01
Mechanic	\$25.07
Assistant Groundskeeper	\$19.84
Groundskeeper	\$24.01
Motor Equipment Operator I	\$21.01
Motor Equipment Operator II	\$22.38
Motor Equipment Operator III	\$24.01
Electrician	\$27.13
Assistant Electrician	\$24.01
Arborist	\$24.01
Assistant Arborist	\$22.38
Water Pollution Control Operator	\$23.55
Laboratory Technician	\$25.07
Mechanic (WPCC)	\$25.07
Lead Operator (WPCC)	\$25.07
Recreation Operations Manager	\$24.01
Pretreatment Technician	\$25.07

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SECTION 27.2. License Supplements In addition to the wage rates set out above, the City will give additional hourly rate increases for employees who become licensed and maintain said license as set out below:

Category No. 1

Wastewater Treatment Plant Operator I	\$.20
Wastewater Treatment Plant Operator II	\$.45
Wastewater Treatment Plant Operator III	\$.75

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Category No. 2

Wastewater Collection I	\$.20
Wastewater Collection II	\$.45
Playground Inspector	\$.45
Recreation Operations Manager (Aquatic Facilities)	\$.20

Category No. 3

Wastewater Treatment Laboratory Analyst I	\$.20
Wastewater Treatment Laboratory Analyst II	\$.45
Wastewater Treatment Laboratory Analyst III	\$.75
Wastewater Treatment Laboratory Analyst IV	\$1.10

Category No. 4

Pesticide/Herbicide Applicator Category 5A Industrial Vegetation Control-General. No more than two (2) employees, one of whom must be the City Arborist, will be eligible for license pay under Category No. 4. \$.20

An employee may only receive the hourly rate increase for the highest license maintained within each category. In addition, employees may become licensed and maintain a license in more than one category.

SECTION 27.3. CDL License Employees will be reimbursed, upon presentation of a receipt, for the cost difference between a regular operator's license and their CDL license.

SECTION 27.4. Costs and Expenses for Required Licenses

A. If the Federal Government, State of Ohio or the Employer requires employee(s) to be licensed or certified for their job, the Employer will pay for all required registration costs, fees, books and materials and the employee's wages at his/her straight time hourly rate for time spent obtaining the licenses and certifications, excluding travel time. These Employer payments are contingent upon the employee's successfully passing licensing/certification tests.

B. The Employer will pay, if necessary, for any training, excluding travel time, required to satisfy an employee's contact hours to retain licenses and certifications. The scheduling of all courses to obtain such training will be at the sole discretion of employee's department head and the City Administrator. The Union may assist the Employer to provide in-house training.

ARTICLE 28 – LONGEVITY PAY

SECTION 28.1. Longevity Supplemental Pay. 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 28.2. Service Requirement. The years of service specified in this Article shall be years of continuous service for the City of Tiffin.

ARTICLE 29 – SHIFT DIFFERENTIAL

SECTION 29.1. Shift Differential

A. Employees shall receive thirty cents (\$.30) per hour for second shift pay for hours worked from 3:00 p.m. to 11:00 p.m. and from 4:00 p.m. to midnight.

B. Employees shall receive fifty cents (\$.50) per hour for third shift pay for hours worked from 11:00 p.m. to 7:00 a.m. and from 12 midnight to 8:00 a.m.

ARTICLE 30 – WORKING IN DIFFERENT CLASSIFICATION

SECTION 30.1. Work at Higher Classification. Employees required to perform work in a classification higher than their regular classification shall be compensated at the rate of the higher classification. Compensation for working in a higher classification temporarily shall be paid only when the employee performs work in the higher classification for three (3) or more hours in any one (1) calendar week.

SECTION 30.2. Work at Lower Classification. Employees required to perform work in a classification lower than their regular classification shall be compensated at their regular rate of pay.

SECTION 30.3. Masonry Work. Employees assigned to perform finished masonry work will be paid at the MEO III rate of pay in accordance with the conditions of Section 1 above.

SECTION 30.4. Loss of CDL for OMVI Conviction. In the event that an employee is temporarily disqualified or prohibited from performing the functions of his or her position, due to a first offense conviction for operating a vehicle while under the influence of alcohol or drugs, the City Administrator in conjunction with the department head or director, will attempt with due diligence to provide such employee with temporary work assignments within the department. This attempt will be made to the extent that such work assignments are available and consistent with the City's right to determine the adequacy of and effectively manage the workforce.

ARTICLE 31 – NO STRIKE/NO LOCKOUT

SECTION 31.1. No Strike. The services performed by the employees included in this contract are essential to the public health, safety and welfare. Neither the Union or any officers or agents nor any member of the bargaining unit covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, work slowdown, or interruption or interference of any type of public services during the life of this Contract.

SECTION 31.2. Union Notice to Striking Employees. In the event any employee covered hereunder is engaged in violation of Section 1 above, the Union shall upon notification by the City immediately order such employee or employees to resume normal work activities and certify same to the City. Should an employee or group of employees violate the preceding Section, such employee or group of employees shall be subject to discipline by the City, based upon the circumstances at hand.

SECTION 31.3. No Lockout. The City nor its agents, representatives and/or Department Heads shall not engage in any lockouts of employees in the bargaining unit during the life of this Contract.

ARTICLE 32 – SAVINGS AND SEVERABILITY CLAUSE

SECTION 32.1. Compliance With Law. This Agreement is subject to all applicable federal laws, state laws and City of Tiffin Charter provisions related to Civil Rights, Affirmative Action, Unemployment Compensation, Workers Compensation, and the Public Employees Retirement System, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decisions interpreting them. However, this Section shall not be interpreted as restricting the parties in negotiations where they have exceeded the benefits established by those laws.

SECTION 32.2. Severability Should any portion of this Contract be hereafter determined to be void or unenforceable as the result of any law or court decision or tribunal determination, such determination shall not affect the remainder of the Contract, the terms and conditions hereof being severable in nature.

SECTION 32.3. Negotiations to Replace Invalid Provisions Should any Article and/or provisions be invalid because of the provisions of Section 1 or 2 above, the parties upon written notice shall immediately renegotiate the abrogated provisions and the remainder of the Contract shall remain in full force and effect.

ARTICLE 33 – MODIFICATIONS

Amendments and modifications of this Agreement may be made by mutual agreement of and by the parties.

ARTICLE 34 – P.E.R.S. TAX DEFERRAL

SECTION 34.1. Pension Pick-Up. The City has implemented and will continue a pension pick up plan in accordance with the Internal Revenue Service Regulation(s) and Ohio Attorney General Opinion(s), whereby state and federal taxes on employee(s) pension contributions by all bargaining unit members will be deferred.

The City will continue to participate in the Public Employees Retirement System of Ohio, as provided in the Ohio Revised Code.

ARTICLE 35 – DURATION OF CONTRACT

SECTION 35.1. Duration of Contract The Contract shall be effective as of the date of ratification by City Council and shall remain in effect and in full force until December 31, 2022, 12:00 midnight, 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 one hundred twenty (120) calendar days prior to the expiration date, nor no later than ninety (90) 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.

SECTION 35.2. Mediation in Negotiations of Successor Contract. The parties may utilize the services of the Federal Mediation and Conciliation Service, U.S. Government, provided both parties mutually agree. In the initial meetings between the parties, the parties shall establish the bargaining guidelines for the conduct of negotiating. Said guidelines may include a voluntary dispute resolution procedure.

SECTION 35.3. Wage Reopener The parties agree to reopen negotiations on October 1st, 2020 for Article 27, Section 27.1 for the 2021 and 2022 calendar years, as well as for any other mutually agreed upon items. Wage negotiations for the 2021 and 2022 calendar years will be conducted pursuant to the procedures set forth in R.C. 4117.14.

Tiffin - AFSCME - FINAL - 4.20.2020

IN WITNESS WHEREOF, the parties hereto have executed this Contract at Tiffin, Ohio, as of this 22nd day of April, 2020.

FOR THE UNION:
AFSCME, LOCAL #583
OHIO COUNCIL #8, AFLCIO

[Signature]
[Signature]
[Signature]
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[Signature]
[Signature] AFSCME

FOR THE CITY:
CITY OF TIFFIN
TIFFIN, OHIO

[Signature]
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Approved in accordance with Section 4117.10 of the Ohio Revised Code.

[Signature]
Mayor

April 22, 2020
Date