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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PERRYSBURG

AND

PERRYSBURG MUNICIPAL EMPLOYEES ASSOCIATION

Expiration: March 31, 2015

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GENERAL UNIT

AGREEMENT

This Agreement made and entered into as of the _____ day of _____, 2012 in the City of Perrysburg, County of Wood, State of Ohio, by and between the City of Perrysburg, Ohio (hereincalled the City) and the Perrysburg Municipal Employees Association, its successors and assigns (hereincalled the Union).

ARTICLE 1

Section 1.1 RECOGNITION:

The City recognizes the Union as the exclusive representative for bargaining concerning wages, hours or terms and conditions of employment for all full-time * employees; but excluding all supervisors, all management level employees, all confidential employees, all elected officials, all persons on the staff of the Mayor whose duties are related to the performance of the executive functions of the Mayor, all employees of a public official who act in a judicial capacity, all employees of the Municipal Court, all officers of the court, all employees of the Clerk of the Municipal Court, all seasonal, casual and regular part-time employees and all employees of the police and fire division.

The Union is recognized as the bargaining agent for the purpose of establishing wages, hours of work, the handling of grievances and all other terms and conditions of employment.

ARTICLE 2

Section 2.1 MANAGEMENT RIGHTS:

The City reserves all rights, powers and authority customarily exercised by management except as expressly modified by specific language of this Agreement. Such rights, powers and authority shall include, but not be limited to, the determination and implementation of functions and programs; the standards of services; the utilization of technology; the organizational structure; the direction of, supervision, evaluation or hiring of employees; the maintenance and improvement of efficiency and effectiveness of the City's operations; the determination of the overall methods, processes, means or personnel by which the City's operations are to be conducted including the contracting out of work; the suspension, discipline, demotion, discharge of employees for just cause, the layoff, transfer, assignment, scheduling, promotion or retention of employees; the determination of the adequacy of the work force; the determination of the overall mission of the City as a unit of government; the effective management of the work force; the taking of actions to carry rules and regulations for safety, efficiency and discipline.

Section 2.1.1 RESIDENCY:

All employees hired after March 31, 2009, shall reside within Wood County or Lucas County within six (6) months of completing their probationary period.

Employees hired prior to March 31, 2009, whose residence is not in compliance with the above provision, shall not be required to relocate. However, should an employee move his/her residence after March 31, 2009, the employee will be required to reside in Wood County or Lucas County.

Section 2.2 WORK RULES:

The City reserves the right to implement, alter and/or amend reasonable rules governing the safety, health and conduct of employees, a violation of which shall be among the causes for discharge or other disciplinary action. Prior to the implementation of any rule which would subject an employee to discipline or discharge, the City will discuss the rule with the Union. After a discussion with the Union, the City will post any new rule for a period of fourteen (14) calendar days prior to its implementation, and the Union shall have seven (7) calendar days from the date of posting in which to grieve the reasonableness of the rule at Step 4 of the grievance and arbitration procedure. In arbitration involving the question of the reasonableness of a work rule under this Section, the loser of the arbitration will pay the expense of the arbitrator. All employees covered by this Agreement shall be given a current set of rules no later than thirty (30) days after the date a rule is implemented. The work rule shall not become effective until the arbitrator's award is received regarding the propriety of the work rule.

Section 2.3 NO SMOKING/TOBACCO USE:

Tobacco use inside the Municipal Building, in City-owned vehicles, or in any other facilities where it is prohibited/restricted under a Collective Bargaining Agreement between the City and any other Bargaining Unit will not be permitted. Any employee covered by this Agreement who violates the rule will be subject to discipline under the provisions of Section 3.4 of this Agreement.

In the Street Division, smoking will only be permitted in areas posted as smoking areas and in open air work areas that are separate from public access. Smoking shall be prohibited in all general access areas, whether or not they are also work areas.

ARTICLE 3

Section 3.1 GRIEVANCE AND ARBITRATION STEPS:

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of

interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to effect resolution of grievances at the earliest step possible.

A grievance shall mean any difference which arises between the City and the Union or any employee covered by this Agreement regarding the meaning or application of the provisions of this Agreement or work rules. The grievance and arbitration procedure under this Agreement shall take the place of any appeal to the State Personnel Board of Review. Grievances shall be processed in the following manner:

STEP 1: The aggrieved employee shall first present the grievance orally with that employee's Division Head or his/her designee. If a satisfactory settlement is not achieved within two (2) working days, the employee shall reduce the grievance to writing and present it to the Human Resources Manager within * five (5) additional working days of presenting the grievance to the Division Head or designee. * When two (2) or more employees allege that a common violation has occurred, one grievance may be written for the grieving employees. All grieving employees must be identified on the grievance and at least one employee must sign the grievance on behalf of the group.

STEP 2: Within ten (10) working days of when the grievance is reduced to writing and referred to Step 2, the Local Union President or his/her designee and the grievant shall meet with the Human Resources Manager or his/her designee and the Division Head. The City will provide the Union with its answer in writing within five (5) working days of the date of the Step 2 meeting.

STEP 3: If appealed to Step 3 by the Union within five (5) working days of when the City gives its Step 2 answer, within an additional ten (10) working days, the Union Business Representative, the Local Union President or his/her designee and the grievant shall meet with the Mayor or the Mayor's designee, the Human Resources Manager and such other City officials as the Mayor or the Mayor's designee deems appropriate. The City will provide the Union with its final answer in writing within five (5) working days of the date of the Step 3 meeting. The City's final answer shall be final and binding upon the Union and all affected employees unless appealed to Step 4 by the Union in writing and received by the City within five (5) working days of the City's Step 3 answer.

STEP 4: If no satisfactory settlement is achieved between the City and the Union at Step 3 and timely appeal is made by the Union, the grievance may be submitted to arbitration. Within ten (10) working days after the City receives the timely appeal to Step 4, representatives of the City and the Union shall attempt to select a neutral arbitrator to hear and determine the matter being referred to arbitration. The parties may establish a permanent panel of arbitrators from which the selection will be made. If a panel of arbitrators is not established, and the representatives of the City and the Union are unable to agree upon a neutral arbitrator within the ten (10) working day period mentioned above, the City and the Union shall jointly petition the Federal Mediation and Conciliation Service no later than ten (10) working days after the City receives the Union's timely appeal to Step 4. The Federal Mediation and Conciliation Service shall submit a panel of seven (7) arbitrators from which panel an arbitrator shall be selected by striking names or by mutual agreement of the City and the Union. Subsequent panels

of arbitrators may be requested where either the City or the Union determines none of the arbitrators on the panel is acceptable. The City or the Union, or both, shall notify the Federal Mediation and Conciliation Service of the name of the arbitrator selected.

Section 3.2 POWERS OF ARBITRATOR AND COSTS OF ARBITRATION:

The arbitrator shall only have jurisdiction and authority to interpret, apply and determine compliance with the provisions of the Agreement, but shall not have jurisdiction or authority to add to, detract from or alter the terms of this Agreement in any manner nor shall the Arbitrator have the jurisdiction or authority to assess a penalty or to determine any matter which might be construed as an interest arbitration except as may be expressly provided herein. Inadvertent errors in application of the provisions of this Agreement by the City shall not be construed to be an enforceable practice. The decision of the arbitrator shall adequately set forth the issue or issues to be decided, the positions of the parties, specific findings of fact, conclusions of law, and the award. The arbitrator's decision and award shall be binding upon the City, the Union and all affected employees unless set aside or modified by a court of competent jurisdiction. The arbitrator shall render his/her award within thirty (30) days of the date of the hearing or within thirty (30) days of the date briefs are filed, whichever is later. Each party shall bear the costs of its own presentation. The cost of any transcript and attendance fee shall be borne by the party arranging for the court reporter unless the other party or the arbitrator orders a copy of the transcript, in either of which cases the entire cost of the transcript and attendance fee shall be borne equally by the City and the Union. The expense of the arbitrator shall be borne equally by the City and the Union.

Any agreement reached between the City and the Union in resolution of a grievance prior to arbitration shall be final and binding upon the City, the Union and all affected employees; provided, however, that nothing herein shall prohibit the Union and the City from agreeing that a particular resolution of a grievance shall not be used as a precedent in any future cases of any kind.

Section 3.3 TIME LIMITS FOR FILING GRIEVANCES:

Grievances concerning discharge of an employee shall be submitted in writing at Step 4 of the Grievance Procedure within * five (5) working days of the date of the discharge or the date the City issues its final decision following a discharge hearing, whichever is later. Copies of the grievance will be provided to both the City and the Union. Any other grievance shall be submitted at Step 1 of the Grievance Procedure within * seven (7) working days of the date the alleged violation occurred. For purposes of the Grievance and Arbitration procedure, working days shall mean Monday through Friday, excluding holidays celebrated during that period.

Section 3.4 DISCIPLINE AND DISCHARGE:

A. **GENERALLY:** Employees with seniority shall not be discharged or disciplined without cause. Violation of City rules governing the safety, health and/or conduct of employees covered by this Agreement shall be among the causes for discharge or other

disciplinary action. Discharge or other disciplinary action may be subject to the grievance and arbitration procedure under this Agreement.

B. MAJOR VIOLATION: A violation of major City rules governing safety, conduct and/or health of employees may be among the causes for discharge or other disciplinary action. Major violations by way of example and not by way of limitation, may be falsification of any documents required by the City; unauthorized disclosure of sensitive or confidential information such as tax returns; being under the influence of and/or the unauthorized possession, sale or purchase of alcohol or illicit drugs during working hours; physical violence; engaging in gross insubordination; conviction of a felony; embezzlement of public funds; theft, pilferage or unauthorized possession of property, engaging in conduct or encouraging others to engage in conduct in violation of this Agreement, including but not limited to, the no strike provision; or any offense involving gross misconduct.

C. LESSER VIOLATIONS: For violations of lesser City rules governing safety, conduct and/or health of employees, progressive discipline will be used, consistent with the seriousness of the offense and the work record of the employee.

D. NOTICE OF DISCIPLINARY ACTION: Every warning, suspension notice or discharge notice shall be in writing and shall contain at a minimum the date given, the name of the individual issuing it, the name of the employee receiving the warning, the nature of the alleged violation and the date or dates upon which the alleged violation occurred. The employee shall receive a copy and the Union shall receive a copy within five (5) days of the City's gaining knowledge of the infraction unless the nature of the infraction requires additional investigation time to be determined by the City. The investigation shall be reasonable and within notice to the Union. A copy shall be retained by the City in the employee's personnel file.

E. CLEARING OF EMPLOYEE'S RECORD: Disciplinary action will expire from an employee's work record in accordance with the following schedule:

1. ORAL REPRIMANDS - one (1) year from the date of the reprimand.
2. WRITTEN REPRIMAND - two (2) years from the date of the reprimand.
3. SUSPENSION OF THREE (3) DAYS OR LESS - three (3) years from the date of the suspension.
4. SUSPENSION OF FOUR (4) DAYS OR MORE - four (4) years from the date of the suspension.

F. HEARING: No employee will be discharged or suspended for more than three (3) days from employment with the City without first being given the opportunity for a hearing before the Mayor or the Mayor's designee.

The City shall issue its final determination in writing within seven (7) calendar days following the close of the hearing with copies to the employee and to the Union. If the

employee is discharged or suspended as a result of the hearing, the employee shall have three (3) work days following the date of the City's final determination in which to file a grievance at Step 4 of the Grievance and Arbitration Procedure.

G. **RESIGNATION IN LIEU OF DISCHARGE:** An employee may resign at any time prior to a final discharge decision and his/her personnel file shall show a voluntary resignation. If an employee resigns in accordance with this provision, the employee shall not thereafter file for unemployment compensation in a manner which will cause the City liability; and if the employee does so, the City will have the right to contend before the OBES that the employee was discharged from employment.

H. **COUNSELING STATEMENTS:** In lieu of disciplinary action, an employee may receive a counseling statement directed to correct a work deficiency or to improve work performance. Counseling is not disciplinary action. Records of counseling shall not be retained in the Employee's personnel file for more than one (1) year from the date of issuance.

Section 3.5 PERSONNEL FILES:

An employee, or the Union with the written permission of the employee, may be permitted to review the employee's personnel file and copy any material found therein at any reasonable time and place. Should the employee, upon review of the employee's personnel file, come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains. * Reviews will be conducted on the employee's own time. Any material copied from the file will be at the expense of the employee or the Union.

It is recognized that personnel files are kept by the City at a central location as well as within the various divisions. It is the policy of the City that the division file should contain nothing which is not within the central personnel file. The City will notify its Division Heads of this policy in writing. This shall not affect the maintenance of separate files for expired disciplinary records, records relating to health information, etc.

Section 3.6 RIGHTS OF EMPLOYEES:

Employees included within the scope of this Agreement shall be entitled to the following rights as they relate to non-criminal charges against an employee for violation of Division policies, rules and regulations. An employee being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any other citizen.

A. Any time that the Service Director or his designee conducts a disciplinary hearing with an employee, the employee shall be advised of his rights to have a Union representative present in accordance with the collective bargaining agreement. In any disciplinary hearing, each party shall have the right to question the other party's witnesses.

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

C. Any questioning or interview shall be conducted at a reasonable hour, preferably while the person to be questioned or interviewed is on duty. Such sessions shall be for reasonable periods of time and time shall be allowed for rest period(s) and for other physical necessities.

D. The employee shall be informed of the nature of any formal investigation and the role the employee will play in the investigation (e.g., subject of investigation, or witness) prior to any questioning or interview.

E. When an employee suspected of a violation of Division policies, rules, or regulations is being questioned or interviewed, such questions or interview shall be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, wherein the cost shall be equally shared. In addition, the party requesting the recording shall be responsible for providing the appropriate recording equipment.

F. An employee who has been charged with a violation of any Division policy, rule or regulation, shall, upon request, be provided the opportunity to obtain copies, at current reproduction cost, of transcripts, recordings, written statements and any other material relating to the charges as a condition of its use at a hearing on such charge. Such requests must be made no less than 48 hours prior to the scheduled hearing; however, the parties may waive the 48 hour provision in the event of extenuating circumstances.

G. When an anonymous complaint is made against an employee, the employee shall be apprised of the circumstance. In the event there is corroborative evidence, the employee shall be required to submit to questioning and/or make a report or statement. A confidential complaint shall not be considered as an anonymous complaint, except in those instances in which the person making the complaint is unwilling to testify in any subsequent hearing.

ARTICLE 4

Section 4.1 SENIORITY:

Seniority or City-wide seniority shall be defined as the length of service with the City measured from the employee's most recent date of hire unless otherwise specified in this Agreement.

Bargaining unit seniority shall be defined as the length of service in the bargaining unit measured from the employee's most recent date of employment in the bargaining unit.

Classification seniority shall be defined as the length of service in an employee's regularly assigned classification measured from the employee's most recent date of employment in that classification.

Section 4.2 PROBATIONARY PERIOD:

All City employees covered by this Agreement shall be considered probationary employees during the first six (6) months of their most recent employment with the City. The probationary period may be extended an additional ninety (90) calendar days by the City upon written notice to the Union before the end of the initial probationary period. Extension of the probation period shall not be subject to the grievance and arbitration procedure. During probation they may be discharged or disciplined without recourse to the grievance and arbitration procedure and will receive no benefits other than health insurance benefits except as may be statutorily required. Upon successful completion of the probationary period an employee will receive seniority retroactive to the employee's most recent date of hire.

Employees included in the bargaining unit will not be represented by the Union until they have successfully completed their probationary period or any extension thereof.

Section 4.3 LOSS OF SENIORITY:

Seniority shall be considered broken and the employee shall be considered terminated when the employee is discharged for cause, voluntarily quits, overstays an approved leave of absence or any extension thereof, engages in gainful employment while on an approved leave of absence without the knowledge and written approval of the City, is absent for three (3) consecutive work days without reporting such absence to the City, is laid off for a period of time equal to the employee's seniority at the time of the layoff not to exceed a period of twenty-four (24) consecutive months, or fails to report for work within five (5) working days after receipt of a certified letter notifying the employee of a recall to work following a layoff.

Section 4.4 LAYOFF/RECALL:

A. **LAYOFF:** When there is a reduction or displacement in the work force, temporary and probationary employees in affected classifications covered by this Agreement shall be laid off before employees with seniority. Within clerical and non-clerical classifications, seasonal and part-time employees must be laid off first. Employees in each affected classification will then be laid off beginning with the employee with the least classification seniority.

B. **BUMPING:** An employee who is about to be laid off may bump an employee with less bargaining unit seniority in an equal or lower rated classification within the same division provided his/she has the ability to perform the work. An employee who is unable to bump within the same division shall have the right to bump a less senior employee within the same bargaining unit provided he/she has the skill and ability to perform the job. Such an employee shall have a ten (10) working day trial period in which to demonstrate that he/she has the necessary skill and ability to perform the job, at the end of which the employee will be laid

off if he/she is unable to demonstrate such skill and ability. Except in cases of emergency beyond the control of the City, the City will give the bargaining unit notice at least two (2) weeks in advance of a layoff.

C. **PAY:** An employee who bumps into an equal rated classification will retain the same pay and step level. An employee who bumps into a lower rated classification will remain at the same step level, but receive the appropriate pay for the lower classification. An employee who bumps into a higher rated classification will be placed at the step level which will give the employee an increase in pay over his/her current classification. An employee who returns to his/her former classification after a layoff or a bump shall do so at the same step level he/she would have been in but for the bump or layoff.

D. **RECALL:** An employee who is laid off or displaced will be placed on a recall list for his/her respective bargaining unit and will remain on the list until the earliest of the following occurs; (1) the employee is recalled in order of classification seniority to his/her former classification within the same division; (2) the employee refuses a recall to his/her former classification; or (3) the employee is laid off for a period of time equal to his/her bargaining unit seniority at the time of the layoff not to exceed a total of eighteen (18) months.

In the event of a vacancy in another classification in the bargaining unit, an employee on the recall list will be eligible for the same Civil Service Commission and subsequent City consideration as any employee not on layoff.

Notice of recall shall be by certified mail with return receipt sent to the employee's last known address in the City records.

E. **WORK FARE:** No Bargaining Unit Member will be laid off or denied the opportunity to apply for a vacant position in order to create a position for a non-bargaining unit worker through a federal, state or locally established workfare program.

Section 4.5 VACANCIES:

When the City determines there is a vacancy in a new or existing classification, the City may temporarily assign an employee to work in that classification pending the filling of the vacancy. For the lowest level classifications, the City may hire to fill the vacancy. The City shall post all new and vacant full-time positions unless the functions of the position are already being performed by a part-time employee. For vacancies in classifications above the lowest level, the City shall post the vacancy for seven (7) working days during which period employees or their designee who have been in their present classification for at least two (2) consecutive years, or the later of six (6) months or completion of the probationary period in the case of an employee in a Grade 6 position, will have the opportunity to sign the posting. The two (2) year time limit will not apply to a posting for the initial fill of a newly created classification. An employee who is disqualified or self-disqualifies during the trial period mentioned below in paragraph 3, need only be in the classification for one (1) consecutive year before being eligible to sign the posting. The names of those signing the posting will be submitted to the City Civil Service Commission which shall fill the vacancy pursuant to its rules and regulations and in

conformity with this Section. The City will provide the names of those signing the posting to the Local Union President. In situations where there is no Civil Service test, the City will interview three (3) individuals with the most City-wide seniority who were eligible to and signed the posting.

If two or more individuals are judged to be equally qualified based upon relevant experience, Civil Service test scores, the interviews and skill tests, the employee with the greatest City-wide seniority shall be chosen to fill the vacancy.

Upon written request a current City employee chosen to fill a vacancy in a different division may have a trial period up to a maximum of thirty (30) calendar days. During the trial period the employee may be disqualified or may disqualify himself/herself. An employee who is disqualified or who self-disqualifies during the trial period shall return to his/her former classification or to layoff if the employee was on layoff status. An employee hired to fill a vacancy shall be governed by the Probationary Period provisions under Section 4.2 of this Agreement.

Effective May 10, 2003, an employee chosen to fill a vacancy in a higher rated classification will be placed at the step level which will give the employee a rate higher than the rate for the lower of Step K or the step two steps higher than the employee's current step in the classification from which he/she is promoted. An employee chosen to fill a vacancy in an equal or lower rated classification will be placed in the same step as his/her current classification. A newly hired employee will be placed at the appropriate step as determined by the City.

Section 4.6 QUARTERLY NEW EMPLOYEE LIST:

The City will furnish the Union at no cost, on a quarterly basis, a list of names of all new employees along with the date each employee was hired and the classification to which each is assigned.

Section 4.7 SENIORITY WHILE OUTSIDE BARGAINING UNIT:

A bargaining unit employee who is transferred out of the bargaining unit shall retain bargaining unit and classification seniority for a period of six (6) months measured from the date of the transfer. City-wide seniority shall continue to accumulate regardless of the length of time an employee performs work outside the bargaining unit. An employee who has been transferred out of the bargaining unit may not use bargaining unit or classification seniority to bump back into the bargaining unit in the event of a reduction of the work force.

ARTICLE 5

Section 5.1 WORKING HOURS:

The normal work day shall be eight (8) hours with one-half (½) hour unpaid lunch. The normal work week shall be five (5) days, Monday through Friday, except for those employees on rotating shifts.

Section 5.2 OVERTIME PAY:

All work actually performed in excess of eight (8) hours in a day or forty (40) hours in a week will be paid at one and one-half (1 ½) times an employee's hourly rate of pay, except for refuse bureau employees who shall receive overtime pay only for work actually performed in excess of forty (40) hours in a week. A day begins at * the start of the employee's regularly scheduled shift and ends twenty-four (24) hours later. Unless specified, unworked time shall not be considered as hours worked for the purposes of this Agreement, except that paid time off work on holidays * and compensatory time shall be counted as hours worked for the purposes of computing overtime. Work actually performed on Saturdays or Sundays, which are outside the employee's normal work week, or on holidays shall be paid at one and one-half (1 ½) times an employee's hourly rate of pay. Holiday pay will be paid in accordance with Sections 7.2 and 7.3 in addition to pay for hours worked on a holiday. There shall be no pyramiding of overtime.

Overtime work for all employees must be authorized in advance by the immediate supervisor, except in case of emergencies.

If an employee is called into work before the start of the employee's regular shift, the regular shift hours will not be unilaterally reduced by the City to avoid overtime.

Section 5.3 OVERTIME ASSIGNMENT:

Overtime shall be distributed as evenly as may be possible among employees with seniority in each classification in each division. Initially and on January 1 of each year thereafter, an overtime rotation list for each classification will be established in order of classification seniority within each classification in a division. During the calendar year the employee with the least accumulated overtime within each classification in each division shall be given the first opportunity to work overtime which is not an extension of an employee's regular work day or the result of being assigned to be on standby, provided the employee has the ability to perform the available work. In the absence of accumulated overtime, the highest classification seniority and ability to perform the work will determine the offering of overtime.

All overtime worked by an employee, whether or not as an extension of the normal work day or being assigned to be on standby, and whether or not worked within the employee's regular classification, will be charged to the employee within his/her regular classification. An employee who refuses to work overtime will be charged as if he/she had worked the overtime. A newly hired employee, upon completion of his/her probationary period, and an existing employee chosen to fill a vacancy on an ongoing basis, shall be charged with the average number of overtime hours worked in the classification for the purpose of determining overtime rotation.

In the event the City is unable to obtain a sufficient number of employees who have the ability to perform the required overtime work, the overtime work will be assigned beginning with the probationary employees and then by order of classification seniority within each classification, provided the employee has the ability to perform the overtime work. Instead

of assigning overtime, the City may choose to offer the overtime to one or more employees in other classifications who have the ability to perform the overtime work.

Any overtime opportunity that would extend the regular work day of any employee working outside his division shall be offered first to the employee doing the work. Such worked overtime will count against the employee's overtime use in his own division.

In the event of the inability or unavailability of a recording secretary to record minutes of committee meetings, the City may utilize Letter of Understanding No. 4 in lieu of assignment pursuant to this section.

Overtime rotation lists will remain posted and updated daily.

Section 5.4 COMPENSATORY TIME:

Employees may elect to accrue compensatory time in lieu of pay for overtime hours worked. The election shall be in writing and must be made immediately following the end of the work week in which the overtime is worked. Each overtime hour worked shall be equal to one and one-half (1 ½) hours of compensatory time. No employee may accumulate more than eighty (80) hours of compensatory time. When an employee is at the maximum accumulation limit for compensatory time, all overtime worked shall be paid. Taking compensatory time off cannot result in another employee having to work overtime. So long as it will not unduly disrupt the operations of the City, an employee will be permitted to take compensatory time off within a reasonable time after requesting it. Compensatory time off may be used in increments of not less than one (1) hour. Pay for accrued compensatory time shall be at the regular rate of the employee at the time payment is made, except for cases of termination of employment where pay shall be at the average regular rate of the employee during the last three (3) years of employment or the regular rate of the employee at the time the payment is made, whichever is higher.

Employees shall be permitted to cash in up to forty (40) hours of accumulated compensatory time two (2) times in a calendar year. Requests shall be submitted at least two (2) pay periods in advance and shall be paid in the payroll check.

Section 5.5 TRADING TIME:

An employee in the Water Pollution Control Division will be permitted to trade days off with another qualified employee within the same classification provided that the trade does not result in the payment of overtime or interfere with the orderly operations of the City. Three (3) days advance written notice of the trade will be provided to the City, except in cases of unforeseen emergency where the three (3) day notice period may be waived by the City. Trades will not involve more than two employees and no additional trades will be permitted until the original trade is repaid. All trades must be repaid within the same pay period.

ARTICLE 6

Section 6.1 SICKNESS, ACCIDENT, DISABILITY AND PREGNANCY LEAVES:

Leaves under this section for purposes authorized by the Family Medical Leave Act shall be charged against eligibility for leaves under Section 6.6. Family and Medical Leaves of Absence, until the same has been exhausted. Leaves of absence for sickness, accident or disability (including pregnancy) shall be granted in writing when the City is presented with a physician's certificate indicating the reason the employee is unable to perform his/her regular job duties and the anticipated duration of the leave. Such leaves of absence shall be for a minimum of seven (7) calendar days and a maximum of thirty (30) calendar day periods up to a maximum of one hundred eighty (180) calendar days within a twenty-four (24) month period or three hundred sixty-five (365) calendar days within a twenty-four (24) month period for a Workers' Compensation disability. Any request for extension must be accompanied by a physician's certificate setting forth the same type of information as is required for the original leave of absence. At the beginning of a leave of absence or at any time(s) during a leave of absence or any extension thereof or at the end of a leave of absence, the City may require the employee to be examined by the City's physician to determine whether or not the employee is able to perform his or her regular job duties. If the City's physician and the employee's physician are unable to agree on whether the employee is able to perform his/her regular job duties, the two physicians shall choose a third physician who shall forthwith examine the employee and whose written decision shall be final and binding upon the City, the Union and the employee. The examination by the City physician shall be at City expense and the examination by the third physician shall be borne by the City. If it is determined by the employee's physician or by the third physician that the employee is able to perform his/her regular job, the employee shall report for work the following day after being notified by the City to do so. Failure of the employee to report for work shall be considered as overstaying an approved leave of absence. An employee on a leave of absence under this Section must exhaust accrued but unused sick leave and may then use accrued but unused vacation pay. When sick leave and vacation pay are exhausted, the employee will be on an unpaid leave. Employees eligible for accident compensation benefits under Section 9.3 will not be eligible to use accrued but unused sick leave or vacation pay. The City will continue to pay health insurance premiums on behalf of an employee for the first sixty (60) days of an unpaid leave under this Section and/or Section 6.6 or until the employee's eligibility for leave under Section 6.6 is exhausted, whichever is later and thereafter the employee must pay the full premium rate to the City to maintain health insurance in effect.

Section 6.2 JURY AND WITNESS LEAVE:

An employee called for Jury Duty must notify his/her supervisor the next work day following such notification. The City will pay the employee's full pay while the employee is on jury duty provided the employee endorses any jury duty pay he/she receives over to the City. The provisions with respect to jury duty shall apply to an employee subpoenaed as a witness in any matter arising out of his/her official capacity with the City. It is the intent of this Section that the City pay the difference between an eligible employee's straight time wage rate and what the employee received as a juror or witness for each work hour lost due to jury duty or witness duty during the employee's regular work day.

Section 6.3 BEREAVEMENT LEAVE:

In case of death of an employee's child, current spouse, mother, father, brother or sister, grandmother, grandfather or any other relative residing in the household of the employee, the Mayor or the Mayor's designee may, upon request, grant a leave of absence from the day of death until and including the day after the funeral not to exceed three (3) working days to employees with seniority. Full-time employees will receive eight (8) hours pay at the applicable straight time rate for each day of funeral leave.

In case of death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather or grandchild, the employee will be granted a leave of absence from the date of death until and including the day after the funeral not to exceed two (2) working days to employees with seniority. Full-time employees will receive eight (8) hours of pay at the applicable straight time rate for each day of funeral leave, provided that the second day of such leave shall be charged as paid sick leave. In case of death of an aunt or uncle the employee will be granted a one (1) day leave of absence as described above in this paragraph and full-time employees will receive eight (8) hours of pay at the straight time rate.

In case of a death of a brother-in-law or sister-in-law, the employee will be entitled to one (1) day of leave to be charged as paid sick leave.

If a holiday occurs while an employee is on funeral leave, the employee will be paid for the funeral leave or the holiday, but not for both.

If the funeral or burial is one hundred fifty (150) miles or more from the employee's residence or City of Perrysburg, the employee will be entitled to one (1) additional workday of paid sick leave, if the employee is scheduled to work that day.

Section 6.4 MILITARY LEAVES:

An employee shall be on a leave of absence while in military service for such period of time as the law requires. Upon discharge, the employee shall have ninety (90) calendar days to report back to the City to be reassigned in accordance with the law. The employee shall accrue seniority during a military leave as if the employee had continued to work for the City during such military leave. Employees on this or any other unpaid leave of absence shall neither accrue nor be entitled to any other contractual benefits. Vacancies created by Military Leaves may be temporarily filled by the City.

An employee required to go on temporary active status with the Federal or State Military Service shall be paid straight time for work hours lost during such service, not to exceed four (4) calendar weeks in a calendar year. To qualify for temporary active status compensation, the appropriate orders from the federal or state military service must be presented while an employee is on annual temporary active status.

Section 6.5 PERSONAL LEAVE OF ABSENCE:

Leaves granted under this Section for purposes authorized by the Family Medical Leave Act shall be charged against eligibility for leaves thereunder until the same has been exhausted consistently with Section 6.6. Family and Medical Leaves.

The Mayor or the Mayor's designee may grant employees a leave of absence without pay for such purposes, periods of time and under such conditions that the Mayor or the Mayor's designee may specify. An employee must submit written application to the Mayor or the Mayor's designee. Such leaves will be considered with due regard to the needs of the employee.

Section 6.6 FAMILY AND MEDICAL LEAVES:

An employee who has been employed by the City for one (1) year or more and who has worked at least 1250 hours within the previous twelve (12) month period will be granted a leave of up to twelve (12 weeks) in any rolling twelve (12) month period for birth or adoption of a child or to care for a child, spouse or parent with a serious medical condition. Any employee who has a serious medical condition which prevents the employee from working will be granted the leave without qualifying year or minimum hour requirements.

To be eligible for a leave to care for a child, spouse or parent with a serious health condition, an employee must provide, at the time the leave is requested, a certificate from a doctor or other health care provider setting forth the beginning date of the serious health condition for which the leave is sought, the probable duration of the condition, appropriate medical facts concerning the condition, a statement of why the employee is needed to care for the child, spouse or parent with an estimate of the time required. To be eligible for a leave because the employee has a serious health condition which prevents the employee from working, the employee must present, at the time the leave is requested, a certificate from a doctor or other health care provider setting forth the same kinds of information as for leaves to care for a family member, except that instead of a statement concerning the need to care for the family member, the certificate must state why the employee is unable to perform the functions of his/her position. If medically necessary that an intermittent leave be required, the doctor's or other health care provider's certificate will also show the dates and duration of the treatment to be given. The City has the right to require a second opinion from any examining doctor of its own choosing; and in the event of conflicting opinions between the doctor who issued the certificate and the doctor selected by the City, the City will select a third examining doctor or other health care provider whose opinion will be binding upon the employee and the City. The employee and members of the employee's family must render timely cooperation with the examining doctor chosen by the City and with the third provider. Examination fees by the City's selected doctor or other health care provider and any third doctor will be paid by the City. The City may require recertification every four (4) weeks. The City will provide the certification forms.

An employee must given thirty (30) days advance notice of a request for leave for birth or adoption of a child or for planned medical treatment for the serious illness of a child,

spouse or parent. If such advance notice is not possible due to unforeseeable circumstances, the employee must give as much notice as he/she can. The employee will make every effort to schedule planned medical treatment so as not to disrupt the City's operations.

If the employee and the employee's spouse work for the City, both of them together are entitled to only twelve (12) weeks leave in a twelve (12) month period to care for a newly arrived child or seriously ill parent. Leave to care for a newly arrived child must be taken within twelve (12) months of the arrival of the child.

Health insurance and life insurance coverage will continue during the leave under this Section, under the same conditions as it would have continued had the employee been working, including any employee premium contributions.

At the end of a leave under this Section, the employee is entitled to the same job or one which is equivalent in terms of benefits, pay and other terms and conditions of employment.

The provisions of this Section are to be construed so as to conform to the Family and Medical Leave Act of 1993 and applicable regulations under that Act.

ARTICLE 7

Section 7.1 PAID HOLIDAYS:

The following shall be celebrated as paid holidays:

The first day of January

The third Monday in January

The third Monday in February

The last Monday in May

The fourth day of July

The first Monday in September

The eleventh day in November

The fourth Thursday in November

The Friday following the fourth

Thursday in November

The twenty-fourth day of December

The twenty-fifth day of December

Section 7.2 QUALIFICATION FOR HOLIDAY PAY:

To qualify for holiday pay an employee must have (a) worked at least one (1) of the last seven (7) work days immediately preceding the holiday unless on vacation or jury duty, and (b) worked his/her last full scheduled work day immediately preceding the holiday and next full scheduled work day following the holiday (whether or not either qualifying day is in the same work week as the holiday), unless the employee's failure to work either or both qualifying days is due to the employee's being on paid time off work approved in advance by the City. For an employee on paid sick leave only, approval in advance shall mean that the employee notifies his/her supervisor of that absence at least thirty (30) minutes before the scheduled start of the employee's shift.

Section 7.3 HOLIDAY PAY:

An employee shall receive eight (8) hours holiday pay for a holiday set forth above in Section 7.1 provided the employee qualifies for holiday pay under Section 7.2.

Section 7.4 WEEKEND HOLIDAYS:

When any of the holidays specified in Section 7.1 falls on a Sunday, it shall be celebrated on the following Monday. When any such holiday falls on a Saturday, it shall be celebrated on the preceding Friday, except for employees in the Refuse Bureau for whom it will be celebrated on Saturday.

Section 7.5 CHRISTMAS EVE/CHRISTMAS DAY:

When Christmas Eve falls on a Friday and Christmas Day falls on a Saturday, Christmas Eve will be observed on the preceding Thursday and Christmas Day will be observed on Friday, except for employees in the Refuse Bureau.

When Christmas Eve falls on a Sunday and Christmas Day falls on a Monday, Christmas Eve will be celebrated on Monday and Christmas Day will be observed on Tuesday, except for employees in the Refuse Bureau.

Section 7.6 REFUSE BUREAU HOLIDAYS:

Employees in the Refuse Bureau will celebrate New Years Day, Memorial Day, July 4th, Labor Day and Christmas Day on the day the holiday occurs and will then work on the following Saturday. At Thanksgiving they will celebrate the holiday on Thanksgiving Day and will work the following Friday and Saturday.

Section 7.7 HOLIDAY DURING VACATION:

Where a holiday occurs while an employee who is scheduled to work that day is on vacation, if the employee is eligible under Section 7.2, the employee will receive holiday pay in addition to vacation pay for the day of the holiday.

ARTICLE 8

Section 8.1 VACATIONS:

The following will be the schedule for full vacation time off and pay for eligible employees:

- (A) At the end of one (1) year of employment through the end of five (5) years of employment, an employee will be entitled to ten (10) working days per year.

- (B) At the beginning of six (6) years of employment through the end of eleven (11) years of employment, an employee will be entitled to fifteen (15) working days per year.
- (C) At the beginning of twelve (12) years of employment through the end of nineteen (19) years of employment, an employee will be entitled to twenty (20) working days per year.
- (D) At the beginning of twenty (20) years of employment, through the end of twenty-six (26) years of employment, an employee will be entitled to twenty-five (25) working days per year.
- (E) At the beginning of twenty-seven (27) years of employment, an employee will be entitled to thirty (30) working days per year.

Section 8.2 VACATION ELIGIBILITY:

To be eligible for any paid vacation an employee must have completed one (1) year of employment with the City (measured from the most recent date of hire). An employee must work 2080 hours during his/her anniversary year to be eligible for a full paid vacation. An employee must work at least 1040 hours but less than 2080 hours during his/her anniversary year to be eligible for a prorated paid vacation, based upon a proration formula of actual hours worked versus 2080 hours. For purposes of computing hours worked under this Section, an overtime or premium hour counts as one (1) hour worked, time off work on vacation and holidays shall be considered as hours worked, and paid time off work on either sick leaves or leaves of absence up to a maximum of one hundred forty-four (144) lost work hours shall be considered as hours worked.

The City counts all prior service credit with the State of Ohio or its political subdivisions for the purposes of computing the amount of vacation time off and assigns as an anniversary date for vacation purposes the employee's hire date with the most recent State of Ohio or political subdivision employer prior to employment with the City. This applies to all persons hired by the City before July 5, 1987. Those hired after July 5, 1987 by the City will have only prior service with the City counted for determining the amount of vacation time off and their anniversary date will be their current seniority date.

The city requires all employees to be employed by the City for one (1) year before becoming eligible for vacation.

Section 8.3 VACATION SCHEDULING:

All vacations must be taken during the anniversary year following the anniversary year in which they are earned. No unused vacation will be carried over into a subsequent anniversary year. All vacation must be approved in advance by the head of the division in which the employee works, said approval being consistent with the needs of the City with seniority prevailing in the event of a conflict in vacation time of two (2) or more employees. Unless

requested by the City, no employee will receive vacation pay in lieu of vacation time off with pay. Vacation time may be used in increments of one (1) hour.

ARTICLE 9

Section 9.1 INSURANCE:

A. **HEALTH INSURANCE:** In accordance with Sections 4.2 and 6.6 of this Agreement, the City will maintain substantially equal health insurance benefits to those currently in effect as described in the respective insurance booklets. From time to time the city may elect to change carriers and coverage provided that such change shall not substantially reduce coverage from the current levels. The City will pay 100% of the premium of health insurance. The coverage's provided hereunder shall be subject to the third party administrator and health care provider network and shall be extended to dependent children pursuant to the Affordable Care Act. * A city wide Health Insurance Committee consisting of two (2) voting entities of equal representation, labor (representative of each unit) and management with authority to negotiate coverage changes and other health insurance benefit design modifications will be established. Within each entity majority will determine their vote. Agreement between entities must be reached before a change can be made. Said changes will be for all Employees/Unions.

B. **LIFE INSURANCE:** The City shall provide \$25,000.00 of Life insurance for the duration of this Agreement at no cost to employees with seniority who are on the active payroll.

C. **DENTAL INSURANCE:** The City shall provide dental insurance substantially equivalent to Delta Dental Plan No. 2 and Delta Orthodontic Plan B (50% coverage to a total coverage of \$2,000.00 or a maximum of \$4,000 of orthodontic services which shall extend to employees and spouses as well as dependents to age 19). In the case of single coverage, the cost of Dental insurance will be borne 72.1% by the City and 27.9% by the employee. In the case of family coverage, the cost will be borne 78% by the City and 22% by the employee.

D. **OPTICAL REIMBURSEMENT:** Each employee shall be entitled to \$375.00 aggregate reimbursement over the life of the contract for eye examinations, frames and lenses for the employee, spouse and dependent child living in household to age 18. This benefit shall remain in effect pending review by the insurance committee which will have authority to determine coverage, benefits and cost sharing for optical benefits.

Section 9.2 SICK PAY:

A. Employees shall accumulate sick pay at the rate of .0577 hours for each regular time hour worked, not to exceed a total of 120 hours in an employee's anniversary year. For purposes of this Section, paid time off work for vacation; holidays; bereavement; jury duty; annual temporary active military status; and non-workers compensable sickness, accident, disability and pregnancy leaves up to thirty (30) days per calendar year shall be counted as hours

worked for purposes of calculating accrued sick pay. Except where sick pay accrued from previous employment is credited to an employee as required by law, a newly hired employee shall be advanced 48 hours of sick pay and will earn no further sick pay until the initial advancement has been accumulated in accordance with the formula set forth in this Section.

B. Accumulated, but unused, sick pay may be used by the employee because of personal illness, accident or disability (including pregnancy of the employee) or FMLA qualifying family illness in accordance with Sections 6.1, 6.6 and 9.3 of this Agreement. Paid sick leave cannot be used for any period of time for which any other paid absence was requested and denied. Sick pay will not be used for the purpose of attending workers' compensation hearings or appeals. Up to seven (7) work days, per calendar year, of accumulated, unused sick pay may be used because of non-FMLA qualifying illness or injury in the employee's immediate family. The City may extend this use in its sole discretion and its decision shall not be subject to the grievance procedure of this Agreement. For non-FMLA purposes, immediate family shall mean spouse, child, parent, brother or sister or an individual whose relationship to the employee is equivalent to one of these categories. Up to seven (7) work days of accumulated, unused sick pay may be used as parental leave by an employee following delivery of the spouse of such employee or following the day of adoption of a child by such employee. Said use of sick pay shall be charged against eligibility for family medical leave under Section 6.6 of this Agreement. Sick pay may not be used for an absence due to an injury or illness arising out of or in the course of employment with another employer where such injury or illness is compensable by workers' compensation. The most recent sick pay credit earned will be the first to be used.

C. An employee may be required to furnish written documentation satisfactory to the City to justify the use of sick pay. Falsification of any required justification for use of sick pay may be grounds for discharge.

D. An employee may continue to accumulate unused sick pay without limit. Upon retirement, under the appropriate State of Ohio retirement system after ten (10) years of credited service (except for disability retirements which will not require credited service minimum) or upon death, or upon termination of employment, other than for disciplinary reasons, after fifteen (15) years of service with the City of Perrysburg, an employee will be paid for accumulated, unused sick pay as follows:

- (1) An employee will be paid for one-half ($\frac{1}{2}$) of the sick pay accrued and unused prior to September 14, 1976, not to exceed a total of 720 hours.
- (2) An employee will be paid for (a) one-fourth ($\frac{1}{4}$) of the first 1000 hours of sick pay accrued and unused on or after September 14, 1976, (b) one-half ($\frac{1}{2}$) of the next 1250 hours of accrued and unused sick pay minus any hours of sick pay accrued and unused prior to September 14, 1976, and (c) all of the next 125 hours of accrued and unused sick pay for an aggregate total not to exceed 1000 hours.

E. Use of sick pay shall be calculated based upon the number of work hours an employee was absent during the employee's normal work day. Sick pay may be used in one-half (½) hour increments.

Section 9.3 ACCIDENT COMPENSATION:

A. An employee injured while at work for the City through no fault of his/her own and not in violation of City safety rules, regulations or practices and who is unable to perform his/her regular job duties will receive his/her regular base pay for up to one (1) year. Accident compensation will be available for Workers' Compensation leaves under Section 6.6 of this Agreement.

B. To be qualified for accident compensation or continued accident compensation, the City may require the same types of proof of continuing disability as are required for sickness, accident or disability leaves under Section 6.1 or Section 6.6, whichever is applicable.

C. The City may, at its option, require the employee to be assigned other duties during the period he/she is disabled provided he/she is capable of performing those duties in the opinion of a physician. Said temporary assignment shall not be for more than one (1) year measured from the first day of the disability and the employee shall receive his/her regular rate of pay during the temporary assignment.

D. In the event the disability is determined to be permanent in the opinion of a physician, the employee shall avail himself/herself of the disability benefits provided by the State Workers' Compensation Law and the Ohio Public Employee Retirement System.

Section 9.4 RETIREMENT BENEFITS:

Employees covered by this Agreement shall continue to participate in the Ohio Public Employee Retirement System. Each employee's mandatory contribution to the Ohio Public Employee Retirement System shall be designated as "picked up" by the City as contemplated by the Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by their current percentage amount of the employee's mandatory Ohio Public Employee Retirement System contribution which has been designated as "picked up" by the City, and that the amount 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 Ohio Public Employee Retirement System increased thereby.

Section 9.5 DEFERRED COMPENSATION:

All eligible employees of the City shall have the opportunity to join the Ohio Public Employees Deferred Compensation Program. The Mayor and City Clerk shall execute an agreement with the Ohio Public Employees Deferred Compensation Board on terms and

conditions in the best interest of the City, which agreement shall authorize the Ohio Public Employees Deferred Compensation Board to offer the Program to all eligible employees of the City and to administer the Program on behalf of such employees.

ARTICLE 10

Section 10.1 UNION REPRESENTATION:

A. The Union shall have one (1) steward and an alternate per division and one (1) steward and an alternate for the finance department, not to exceed a total of four (4) stewards. Alternate stewards shall act only in the absence of the steward. Stewards are to be selected from the City's seniority list. The Union shall notify the City in writing at any time a steward is designated or at such other times as there is a change in the designation of a steward.

The steward or Union officer shall be allowed reasonable time to adjust grievances and to conduct other steward's duties in connection with the administration of this Agreement during regular working hours without loss of pay. The steward or Union officer shall have the right to be present when an employee is disciplined and may be present upon request of the employee at any investigatory interview which may lead to discipline. * The steward or Union officer will notify his/her immediate supervisor when beginning to perform steward's duties and will again notify his/her immediate supervisor when ceasing to perform steward's duties. The Union agrees to cooperate with the City to prevent any abuse of such "reasonable time" under any of the provisions of this Section by the steward, Union officer or Negotiating Committee, and recognizes that abuse of "reasonable time" by the steward, Union officer or Negotiating Committee, may be cause for disciplinary action against the steward by the City.

The Union president, vice president, and the Water Division representative, Water Pollution Control representative, Street Division representative and Tax Department representative will be able to meet for up to four (4) hours during work hours without loss of pay on one (1) occasion to prepare for negotiations for the next collective bargaining agreement.

Members of the Negotiating Committee shall be paid for straight time hours of work lost during contract negotiations and for reasonable time preparing for negotiations. The Negotiating Committee shall not exceed * three (3) employees who shall be designated at the outset of negotiations.

Union stewards and officers will be permitted to attend monthly evening meetings of PMEA conducted within the City of Perrysburg without loss of pay provided they are able to remain on call while in attendance at the meetings.

Union stewards, officers or Negotiating Committee members will not be permitted to leave the City for the purpose of engaging in any of the activities described in this Section at any time when the employee is supposed to be working or on call.

B. Upon written request from the Union to the Mayor or Mayor's designee, the City will, in a manner consistent with the Ohio Public Employees Bargaining Act, either provide the Union with access to or provide the Union with public information, the disclosure of

which is not prohibited by law, provided such information is demonstrably relevant to the Union's role as collective bargaining representative and/or for the processing of a particular grievance. Said written request shall set forth in detail the kinds of information requested and the reason(s) for such request.

C. The employer shall grant reasonable access to non-employee representatives of the Union for the purpose of processing grievances, attending labor/management meetings and attending disciplinary hearings. The Union agrees that no representative of the Union shall interfere with, interrupt or disrupt the normal work duties of employees except to the extent authorized by the employer.

Section 10.1.1 LABOR-MANAGEMENT COMMITTEE:

A. In the interest of sound labor-management relations, the Union and the City shall meet at agreed upon dates and times for the purpose of discussing those matters outlined in Section B below. Normally, meetings held pursuant to this Article shall be held once every three months, unless urgent matters require additional meetings. The Labor-Management Committee shall be comprised of three representatives of the City and three representatives of the Union's choosing, unless otherwise agreed to for purposes of specific meetings.

B. Either party may request a Labor-Management Committee meeting if a recurring or an emergency meeting must be scheduled. At a reasonable time in advance of a Labor-Management Committee meeting the parties shall exchange agendas, including discussion topics described with sufficient particularity to allow the parties to prepare for such discussions, and lists of the names of persons who will attend. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects.

1. Administration of this Agreement;
2. Changes made by the City, which might affect bargaining unit members;
3. Grievances, which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
4. General information of interest to the parties;
5. Union representatives; opportunity to share the views of their members and/or to make suggestions on subjects of interest to their members;
6. Ways to improve efficiency and work performance; and
7. Training matters.

C. To the extent possible, Labor-Management Meetings shall be scheduled outside the regularly scheduled hours or work of the participating employees. Employee representatives attending Labor-Management meetings shall be paid as if on a regular duty shift for hours spent in such meetings, if they occur during the employees' regularly scheduled hours of work.

Section 10.2 SAVINGS CLAUSE:

It is the intention of the parties that the provisions of this Agreement conform to applicable federal, state or local law. If any provision of this Agreement violates and federal, state or local laws as presently enacted or enacted or amended during the term of this Agreement, such provision shall be inoperative to the extent that it is at variance with such law, but all remaining provisions of this Agreement shall remain in full force and effect. The parties shall discuss any provision found to be unlawful and any remaining differences between the City and the Union with respect to such provision may be resolved by any mutually agreed upon procedure. In order to comply with the maximum number of straight time hours an employee may work during a given period of time under applicable federal and/or state law, the work hours and schedule of each employee may be altered or otherwise determined by the City.

Section 10.3 ADDRESSES/PHONE NUMBERS:

For purposes of this Agreement, it shall be the sole responsibility of each employee to inform the City in writing of the employee's current address and current telephone number at which he/she can be reached within five (5) working days following the effective date of this Agreement and thereafter within five (5) working days of any change in either address or telephone number. The City shall provide forms for such changes. The change form shall be delivered to the Human Resources Office and the City shall change the employee's records, file a copy of the form in the employee's personnel file and provide the Union with a copy. For purposes of this Agreement, the City shall have a right to rely upon the most current address and telephone number for an employee as shown on the City records.

Section 10.4 NONDISCRIMINATION:

Neither the City nor the Union shall unlawfully discriminate against any employee because of race, creed, color, sex, religion or handicap or because of Union activity not in violation of this Agreement. Because of the existence of adequate federal and state remedial procedures, alleged violations of this Section shall be referable to Step 3 of the Grievance Procedure but not to arbitration.

All references to employee(s) in this collective bargaining agreement designate both sexes.

The City agrees not to interfere with the rights of employee(s) to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the City or its representatives against any lawful employee activity permitted by this Agreement in an official capacity on behalf of the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employee(s) in the bargaining unit without discrimination, interference, restraint or coercion. The Union agrees not to intimidate or coerce in an effort to recruit membership to the Union.

Nothing contained in this Agreement shall prevent the City from complying with the requirements of federal or state handicap or disability laws.

Section 10.5 PAY PERIODS:

Pay periods for all employees shall be biweekly. Pay days shall be every other Friday, unless the selected Friday falls on a holiday on which employees do not normally work. In such event, pay day shall be on the first regular work day preceding such holiday.

Direct deposit shall be mandatory for all employees.

Section 10.6 PRE-EMPLOYMENT MEDICAL EXAMINATION:

Each person receiving an offer of employment from the City shall be required to undergo a medical examination by an examining physician or a physician selected by the Mayor before beginning work. The medical examiner shall report and certify to the Mayor whether such person is physically and mentally capable of performing the services required of the position to which he is being appointed. The medical examination shall be at the expense of the City. If the medical examiner reports that such person is not physically and/or mentally capable of performing the service required of the position to which he/she is being appointed, the City will revoke the offer of employment so long as such revocation is consistent with applicable handicap or disability laws.

Section 10.7 ATTENDANCE AT CONFERENCES:

Employees authorized or directed by the Mayor or City Administrator to attend a conference, convention, school, seminar, workshop or other training or educational function relating to the employee's duty assignment or other function of municipal concern will be reimbursed for the employee's reasonable and necessary expenses incurred, such as registration fees and tuition, meals, lodging, gratuities, vehicle parking, tolls and common carrier fares. Reimbursement for meals and gratuities for meals will be * at the applicable federal per diem rates for the vicinity to which the employee is traveling at the time of the conference. There shall be no reimbursement for the cost of any alcoholic beverages. Reimbursement of gratuities for meals shall be limited to twenty percent (20%) of the total bill for each meal. When submitting requests for reimbursement provided under this section, Employees must submit the request on the form provided by the City which details the date on which each expense was incurred and the specific cost of each item for which the Employee seeks reimbursement. The reimbursement request form shall be accompanied by itemized receipts, if applicable for the costs the Employee seeks to have reimbursed by the City. When travel is directed in the employee's own vehicle, the employee will be reimbursed at the rate per mile as authorized by the State of Ohio at the time of travel. No reimbursement will be made without proof or certification of such expenditures submitted with the employee's claim for reimbursement. When payment in advance of attendance and travel is authorized by the Mayor or City Administrator any amount due and owing the City by the employee shall be repaid to the City upon the employee's completion of attendance and travel. Employees will not be compensated for hours of attendance at the foregoing functions unless they were otherwise scheduled to work those hours or the Division Head authorizes the pay in advance of the function.

Section 10.8 UNIFORMS:

A. **WORK UNIFORMS:** The City shall provide work uniforms for each full-time employee as delineated below:

(1) Outdoor Employees:

“Outdoor employees” are defined as full-time employees normally involved in outside activities in the Divisions of Street and Building Services, Water, and Water Pollution Control. * The Uniform Committee shall determine the type and number of uniforms issued to the employees. Foul weather gear will be made available by the City.

Uniform outerwear will also be supplied by the City as determined by the Uniform Committee. * The City shall reimburse up to \$150.00 per employee toward the purchase of OSHA compliant safety shoes in lieu of an outerwear purchase. Employees will be limited to the purchase of outerwear or reimbursement of safety shoes in a contract year. Outerwear purchases for individual employees shall be determined at the discretion of the Employer. The City will continue to permit employees to purchase prescription safety glasses and safety shoes at whatever cost savings the City is able to obtain from Vendors. For purchases of either safety shoes or glasses, the employee must provide an original receipt.

(2) Indoor Employees:

“Indoor employees” are defined as full-time clerical staff in the Chief Clerk and Clerk classifications. * Each indoor employee will receive * uniforms in the style and quantity determined by the uniform committee. *

Such uniform items shall not be used except on duty and to and from home and commute-related incidental activities.

All uniforms provided pursuant to this Section shall be kept in acceptable condition and must be returned to the City when the employee’s employment with the City is voluntarily or involuntarily terminated. Failure of an employee to comply with the requirements of the preceding sentence shall be cause for deducting the reasonable value of uniform items from moneys otherwise due the employee.

Employees must wear the City uniform while on the job; the only exceptions shall be in the sole and absolute discretion of the Service Director upon written request of an employee and for good cause shown. Failure to adhere to the above mandatory uniform policy is subject to discipline. The parties will cooperate in establishing procedures to better track cleaned uniforms with the uniform supplier.

The City may, in its sole discretion, decommission uniform items it deems no longer fit and proper for City use.

B. UNIFORM COMMITTEE: In the interest of providing a fair and consistent uniform policy, there is hereby established a Uniform Committee. Not more than * three (3) representatives for the City and not more than * three (3) representatives for the bargaining unit shall attend uniform committee meetings, unless mutually agreed by the parties in advance of the meeting. The committee shall meet * as needed. The purpose of the committee shall be to:

- (1) purchase or lease uniform outerwear which shall be mandatory for each full-time outdoor employee; and
- (2) purchase or lease apparel which shall be mandatory for each indoor employee except as otherwise permitted in the sole and absolute discretion of the employer.

Section 10.9 CHECK-OFF OF DUES, FEES AND ASSESSMENTS:

The City will deduct dues, fees and assessments owed to the Union, from the paycheck of each employee who has voluntarily signed a proper legal authorization for such deduction and who is covered by this Agreement. The City will remit said dues, fees and assessments to the Union by the fifteenth (15th) day of the month following the month in which the check-off is made.

The Union agrees to indemnify, defend and hold the City harmless against any claim made or any suit instituted by an employee or others representing the employee as a result of compliance with the provisions of this Section.

Any dispute as to whether an employee properly executed or properly revoked a check-off authorization shall be handled through the grievance and arbitration procedure. Until the matter is resolved by the City and the Union or by arbitration, no further deductions will be made.

Section 10.10 AGENCY SHOP:

All employees in the bargaining unit who, sixty (60) days from the date this Agreement is signed or upon completion of the probationary period or extended probationary period, whichever is later, are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. The fair share fee amount shall be certified to the City by the Treasurer of the Union. The deduction of the fair share fee by the City from the payroll check of an employee is automatic and does not require written authorization of the employee. The Union shall prescribe an internal rebate procedure which conforms to applicable law including Ohio Revised Code Section 4117.09(C). Payment to the Union of the fair share fee shall be made in accordance with the regular dues deduction as provided in Section 10.10. This fair share agreement between the City and the Union does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by the members of the Union, nor shall the fair share fee exceed dues paid by members of the Union who are in the same bargaining unit. The provisions of Section 4117.09(C), paragraph 3, of the Ohio Revised

Code, apply in regard to bargaining unit employees who assert conscientious objections to payment of a service fee. The Union agrees to indemnify, defend and hold the City harmless against any claim made or any suit instituted by an employee or others representing an employee as a result of the City's compliance with the provisions of this Section.

Section 10.11 BULLETIN BOARD:

The City shall provide employees with a bulletin board which shall be used exclusively for the purpose of posting notices pertaining to official Union matters and activities. The specific sites shall be mutually determined by the parties.

Section 10.12 SUBCONTRACTING:

When the subcontracting of bargaining unit work is likely to cause the layoff of bargaining unit employees, the City will engage in meaningful discussions (not negotiations) with the Union to determine whether the work can be economically and efficiently performed by members of the bargaining unit.

In the event the City determines that the work cannot be efficiently and economically performed by members of the bargaining unit and decides to subcontract the work, the following shall apply to employees facing permanent layoff:

- (1) An employee facing permanent layoff shall have the right to bump a less senior employee within the same bargaining unit provided he/she has the skill and ability to perform the job. Such an employee shall have a ten (10) working day trial period in which to demonstrate he/she has the necessary skill and ability to perform the job, at the end of which the employee will be permanently laid off if he/she is unable to demonstrate such skill and ability.
- (2) An employee who is unable to bump another employee or who is unable to demonstrate the necessary skill and ability during the trial period and will thus be permanently laid off will be entitled (a) to have his/her health insurance paid by the City for a period of six (6) months or until he/she begins employment with another employer, whichever is the lesser period of time and (b) one (1) week's severance pay for each one (1) year's service with the City.

Section 10.13 SUPERVISOR OVERTIME:

Supervisors shall not perform overtime bargaining unit work until qualified employees have been given an opportunity to perform the work in accordance with Section 5.3 of this Agreement.

Section 10.14 COLLECTIVE AGREEMENTS:

The City shall not make or negotiate any collective bargaining agreement with any bargaining unit employee individually or collectively. Any collective bargaining agreements entered into by the City and bargaining unit employees shall be through duly authorized representatives of the Union. Any other collective bargaining agreements shall be of no effect.

Section 10.15 INSURABILITY OF VEHICLE OPERATORS AND/OR LOSS OF CDL:

If a core job duty of an employee is to operate a vehicle and the employee is or becomes uninsurable or insuring the employee would require an increase in the cost of insurance; the employee loses his CDL; or loses his CDL privileges the employee:

- (a) will not be permitted to drive City vehicles;
- (b) will not be permitted to bump into another position but may bid into a vacant position for which the employee is qualified in this bargaining unit according to the provisions of this Agreement;
- (c) If no position is available under paragraph (b) above, the employee will be laid off. The employee may bid into a vacancy which may arise during the layoff provided the employee is qualified for the position.
- (d) During a layoff under (c) above, the employee must submit a driving record (BMV report) upon request to the City and its insurer to determine insurability. If the layoff resulted from the loss of the employee's CDL, the employee shall notify the City and its insurer upon restoration of the CDL if it is restored during the period of the employee's layoff. Upon becoming insurable or regaining the CDL, the employee may, subject to his/her relative seniority with others on layoff, return to an available vacancy, or if none is available, to a subsequent vacancy for which the employee is qualified. Layoffs under this section are subject to the provisions of Section 4.3.

Section 10.16 COMPLETE AGREEMENT:

This Agreement constitutes the entire agreement between the City, the Union and all bargaining unit employees and supersedes and replaces any and all obligations and/or agreements, and practices, whether written or oral, express or implied between or concerning bargaining unit employees, the Union and/or the City. Any amendment, modification or addition to this Agreement must be reduced to writing and duly executed by the parties to become effective.

Section 10.17 SUBSTANCE ABUSE PROGRAM:

The City's program for substance abuse is attached as Appendix "B" to this Agreement and is fully incorporated as if written herein.

Section 10.18 WORKING DAY/WORKDAY/WORK DAY:

Wherever in this Agreement the term "working day", "workday", or "work day" appears, it shall mean Monday through Friday, excluding holidays celebrated during that period.

Section 10.19. ABSENTEEISM:

The parties will cooperatively review abusive tardiness/absenteeism issues, including but not limited to pattern absence, as a continuing agenda item in Labor/Management meetings.

ARTICLE 11

Section 11.1 CLASSIFICATIONS OF PAY:

The classifications and rates of pay covered by this Agreement are set forth in Appendix "A" which is hereby incorporated by reference.

The City shall notify and discuss with the Union any new classification and the rate or rates of pay assigned thereto under this Agreement. After discussion with the Union, the City shall notify the Union in writing of the classification and rate or rates of pay assigned thereto not less than fourteen (14) calendar days prior to the date the new classification is to take effect. In the event the Union disagrees with the rate or rates of pay assigned to the new classification, the Union may file a grievance at Step 4 of the Grievance and Arbitration Procedure within seven (7) calendar days of when the Union receives the written notice from the City.

When there is a dispute over whether or not a classification comes under this Agreement, another agreement, or no agreement at all, such dispute shall be resolved by the State Employment Relations Board or by any other mutually agreed to procedure which will bind all affected parties.

The classification/wage proposals submitted to arbitration shall not become effective until an arbitrator's award is received by both parties regarding the propriety of the classification/wage proposals.

Section 11.2 LONGEVITY PAY:

Each full-time permanent employee of the City, hired prior to April 1, 2012, shall receive longevity pay equal to Fifty-five and 00/100 Dollars (\$55.00) for each year, or part

thereof, of service after completing twelve (12) full years of continuous service with the City. Eligibility and years of service will be determined as of January 1, each year; and longevity pay contemplated by this Section shall be paid the nearest pay day on or after July 1 of each year.

Section 11.3 WORK PERFORMED OUT OF CLASSIFICATION:

A. During the time an employee is assigned to perform all of the regular duties in another classification within the bargaining unit, he/she shall receive the rate of pay for his/her regular classification or the rate of pay for the classification in which he/she is performing the work, whichever is the higher rate of pay. Work performed in another classification within the bargaining unit for less than one-half (½) work day shall not be considered as work out of classification for purposes of this Section.

B. When the immediate supervisor is absent from his normally scheduled shift for a period of four (4) or more hours, the most senior, qualified and available employee will be assigned to work in the supervisor's place and paid an additional sixty cents (\$.60) per hour for all hours the employee is assigned to work in place of the supervisor. The four (4) hour minimum limit will not apply where the City knows in advance of the shift that the immediate supervisor is going to be absent for the shift or where the immediate supervisor does not appear at work within a reasonable period of time after the crews for more than one truck are called in to plow and/or salt the streets. When a Water Division or Water Pollution Control Division employee on standby is called in to work and the immediate supervisor is not present or available by telephone and the employee determines that the work requires an additional employee to be called in to work to assist, the minimum limit will not apply. The parties recognize there may be a potential for abuse in the situation described in the foregoing sentence and the parties agree to cooperate to prevent any such abuse and further agree that such abuse may be grounds for disciplinary action.

Section 11.4 CALL IN PAY:

Any employee called in to work other than during his regularly scheduled work period shall be guaranteed a minimum of two (2) hours work or two (2) hours pay in lieu thereof at the applicable rate. Any other call-ins during the same two (2) hour period will not be considered as an additional call and would not trigger an additional two (2) hour guarantee. The two (2) hour guarantee will not apply when an employee is called in within two (2) hours of the scheduled start of his/her shift. This Section shall apply to any employee, including those receiving standby pay. Call in pay shall not apply to work that is self initiated and performed at home or other non-traditional work site.

Section 11.5 STANDBY PAY:

Employees of the * Dept. of Public Utilities and * Dept. of Public Service who have been designated as being on standby status for a given week by the division head with the approval of the Director of Public Service * or Director of Public Utilities, shall be paid * \$16.00 for each weekday and * \$24.00 for each weekend day or holiday on standby status in addition to the applicable rate of pay for all hours actually worked on the job. When employees are called in

to work while on standby basis, they will be paid at one and one-half (1½) times their base hourly rate of pay for all time worked outside their normal work hours. The City will provide phones or pagers to employees on standby which said employee shall be required to have and use.

Section 11.6 SAFETY MEETING:

There may be up to two (2) safety meetings per contract year on an as needed basis which can be requested by the City or by the Union. Up to two (2) representatives from the Union and the Deputy Service Director and/or another representative of the City may be in attendance at a meeting which will be held during normal work hours at a time convenient to all and without loss of pay. In order to promote a meaningful discussion, the parties should advise each other in advance of the meeting as to what items are to be discussed, except for emergency situations.

ARTICLE 12

Section 12.1 NO STRIKE/NO LOCKOUT:

During the term of this Agreement, the Union and its members, individually and collectively, will not cause or take part in any strike, picketing, slow-down or other curtailment or restricting or interfering with work of the City. The City agrees not to engage in any lockout during the term of this Agreement. The parties recognize the right of the City to take disciplinary action, including discharge, against any employee or employees who instigate or participate in a violation of this Section, whether such action is taken against all of the instigators or participants or against only selected instigators or participants. When the City determines that a violation of this Section is occurring, it shall immediately make every reasonable attempt to notify the Union of such occurrence and the Union shall immediately make every reasonable attempt to cause the employees to cease violating this Section. For the first four (4) hours following the commencement of a violation of this Article, the City shall have the right to take any disciplinary action short of discharge. Thereafter, the City shall have the right to take any disciplinary action including discharge. Any employee disciplined or discharged for violation of this Section shall have recourse to the Grievance and Arbitration Procedure under this Agreement solely as to the issue of whether or not the employee instigated or participated in a violation of this Section, but not as to disciplinary action taken. Disciplinary action taken shall not be appealable to the State Personnel Board or Review. The City shall have the right to seek such remedies as a court may deem appropriate for a violation of the provisions of this Article.

ARTICLE 13

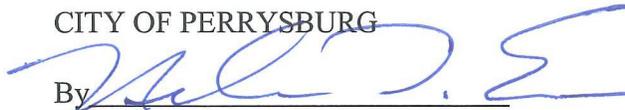
Section 13.1 DURATION OF AGREEMENT:

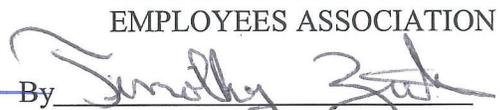
This Agreement shall be effective from _____, 2012 except as otherwise specifically provided herein, and shall continue in effect through March 31, 2015, and shall continue in full force and effect from year to year unless written notice of desire to cancel,

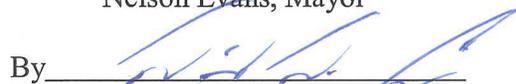
terminate or modify the contract in whole or in part is served by either party on the other at least ninety (90) days prior to the expiration date. When a notice to cancel, terminate or modify this Agreement is timely served, both parties are free to make whatever proposed amendments, additions, or deletions they so choose.

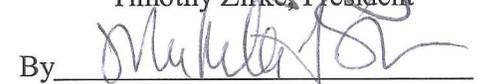
IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement and several other copies hereof this 7th day of Feb, 2012. MB

CITY OF PERRYSBURG PERRYSBURG MUNICIPAL EMPLOYEES ASSOCIATION

By 
Nelson Evans, Mayor

By 
Timothy Zirke, President

By 
David Creps, Finance Director

By 
Michelle T. Sullivan, Attorney

By 
Dawn Bailey, Representative

By 

This Agreement is subject to approval by the Council of the City of Perrysburg, Ohio.

APPENDIX A

SECTION A-2 CLASSIFICATIONS AND GRADES (GENERAL):

<u>CLASSIFICATION</u>	<u>GRADE</u>
* <u>WWTP OPERATOR CLASS III</u>	15
EQUIPMENT MECHANIC	14
* <u>WWTP OPERATOR CLASS II</u>	14
CHEMIST-BACTERIOLOGIST	14
ASSISTANT EQUIPMENT MECHANIC	12
* <u>DEPT. OF PUBLIC SERVICE HEAVY EQUIPMENT OPERATOR</u>	12
* <u>DEPT. OF PUBLIC UTILITIES HEAVY EQUIPMENT OPERATOR</u>	12
* <u>DEPT. OF PUBLIC SERVICE CREW LEADER</u>	12
* <u>DEPT. OF PUBLIC UTILITIES CREW LEADER</u>	12
* <u>WWTP OPERATOR CLASS I</u>	12
METER READER	12
*	
WATER * <u>DISTRIBUTION OPERATOR CLASS I</u>	12
WASTE WATER COLLECTION SYSTEM OPERATOR	12
* <u>DEPT. OF PUBLIC SERVICE LIGHT EQUIPMENT OPERATOR</u>	10
REFUSE TRUCK DRIVER	10
* <u>DEPT. OF PUBLIC UTILITIES LIGHT EQUIPMENT OPERATOR</u>	10
*	
ELECTRICAL MAINTENANCE WORKER	10
* <u>DEPT. OF PUBLIC UTILITIES OPERATOR IN TRAINING</u>	10
* <u>DEPT. OF PUBLIC SERVICE EQUIPMENT OPERATOR IN TRAINING</u>	8
* <u>DEPT. OF PUBLIC SERVICE MAINTENANCE WORKER</u>	8
* <u>DEPT. OF PUBLIC UTILITIES MAINTENANCE WORKER</u>	8
*	
CHIEF CLERK	8
LABORER	6
CLERK	6
CUSTODIAN	6
LITTER CONTROL COORDINATOR	6

* Department of Public Utilities Operator in Training will have eighteen (18) months from the date he/she begins work in the classification to obtain a Class I Wastewater Treatment Plant Operator's certificate issued by the Ohio Environmental Protection Agency. Failure to obtain the certificate within the allotted time means that the employee will be eligible for any vacancy in the General Unit where his/her seniority and qualifications permit, or be laid off. This will be an exception to the two (2) year classification requirement in Section 4.5.

* Department of Public Service Equipment Operator in Training will have twelve (12) months in which to obtain a State of Ohio Class B Commercial Driver's License with Endorsements as required by the City of Perrysburg. Upon obtaining that CDL, the employee will be considered a * Department of Public Service Light Equipment Operator. Failure to obtain the CDL within the time limits will mean that the employee will be eligible for any vacancy in the General Unit where his/her seniority and qualifications permit or be laid off. This will be an exception to the two (2) year classification requirement in Section 4.5.

APPENDIX "A" -- GENERAL UNIT

Section A-1: HOURLY PAY RATES

Years between steps	Apr-12	1	1	1	1	1	1	1	1	1	2	2
Step		A	B	C	D	E	F	G	H	I	J	K
Grade												
6		16.94	17.79	18.68	19.14	19.62	20.11	20.61	21.13	21.66	22.20	22.75
8		17.96	18.86	19.80	20.30	20.80	21.32	21.86	22.40	22.96	23.54	24.12
10		19.06	20.01	21.01	21.54	22.07	22.63	23.19	23.77	24.37	24.97	25.60
12		20.19	21.20	22.26	22.81	23.38	23.97	24.57	25.18	25.81	26.46	27.12
14		21.39	22.46	23.58	24.17	24.77	25.39	26.03	26.68	27.35	28.03	28.73
15		22.05	23.15	24.31	24.92	25.54	26.18	26.83	27.50	28.19	28.90	29.62

HOURLY PAY RATES ARE EFFECTIVE WITH THE FIRST FULL PAY PERIOD OF THE MONTH INDICATED

2012 - Bargaining unit employees shall receive a one-time lump sum payment equal to two percent (2%). Such lump sum shall be calculated based upon 2080 hours and paid with the first full pay period following the execution of the contract.

2013 - Bargaining unit employees shall receive a one-time lump sum payment equal to two percent (2%). Such lump sum shall be calculated based upon 2080 hours and paid with the first full pay period in April, 2013.

2014 - Between January 1 and February 1, 2014, either party may, by written notice to the other, reopen negotiations for wage rates to be effective on or after the first pay period in April 2014. This wage re-opener provision shall cease to have effect upon the expiration of this Agreement (March 31, 2015).

GENERAL UNIT

APPENDIX "B"

CITY OF PERRYSBURG

GENERAL UNIT

PROGRAM FOR SUBSTANCE ABUSE

1. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; "reasonable suspicion" which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol; or (2) randomly in common with all other employees of the Employer to the extent required for the Employer to receive the maximum premium discounts available to it under the State of Ohio Bureau of Workers Compensation Drug Free Workplace Program; or (3) post-accident; where the employee is involved in an on-the-job driving accident that results in injury or death, or a citation to the employee under state or local law for a moving traffic violation arising from the accident or when any vehicle requires towing from the accident scene or any involved person requires treatment away from the accident scene. An employee in such an accident is required to report it as soon as possible to the supervisor. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement. A union representative will be present if requested by the employee during any disciplinary meeting with the employee. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee. All employees whose duties require possession of a valid Commercial Drivers License (CDL) shall be subject to random testing as required by the United States Department of Transportation and/or the Ohio Department of Transportation.

2. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. No alcohol whatsoever will be tolerated except for concentrations below .04 from hygienic and/or medicinal sources.

3. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by DHHS recognized certification program. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

4. Sample collection is to be accomplished in a manner compatible with the employee's

dignity, employees shall not be witnessed while submitting a sample. Test results shall be treated with the same confidentiality as other employee medical records. If the employee is taking prescription or over-the-counter substances that might affect the results of the screen, the City must be advised prior to the screen being administered.

A. All samples shall be tested for chemical adulteration, narcotics, cannabis, papa amphetamines, sedatives and/or alcohol as follows:

DRUG	SCREENING TEST	CONFIRMATION
1. Amphetamines	1000 ng/ml Amphetamine	500 ng/ml GC-MS
2. Barbiturates	300 ng/ml Barbiturate	200 ng/ml GC-MS
3. Benzodiazepines	300 ng/ml	500 ng/ml
4. Cocaine Metabolites	300 ng/ml	150 ng/ml
5. Marijuana Metabolites	50 ng/ml	15 ng/ml
6. Methadone	300 ng/ml	200 ng/ml
7. Methaqualone	300 ng/ml	200 ng/ml
8. Opiates	300 ng/ml	300 ng/ml
9. Phencyclidine PCP	25 ng/ml	25 ng/ml
10. Propoxyphene	300 ng/ml	200 ng/ml

Alcohol - No alcohol whatsoever will be tolerated except for concentrations below .04 from hygienic and/or medicinal sources.

B. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

5. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory (currently St. Lukes Hospital) using Employee identification numbers only. Random testing shall be administered at the Employer's expense and during the work hours of any selected Employee.

6. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work as provided for in paragraph 9 below. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

7. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the * Union shall be given a copy of the laboratory report of all specimens before any discipline is imposed. Three (3) years after the commencement of the rehabilitation program, the record of treatment and positive drug test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean work record.

8. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, the cost of such test shall be at the employee's expense.

9. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided in this Article.

10. The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

11. Duty Assignment After Treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment.

12. Right of Appeal. The employee has the right to challenge any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

13. Changes in Testing Procedures. The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain to amend this procedure to include such improvements.

14. Conflict With Other Laws. This article is in no way intended to supersede or waive any constitutional or other rights that the employee or the Employer may be entitled to under federal, state, or local statutes.

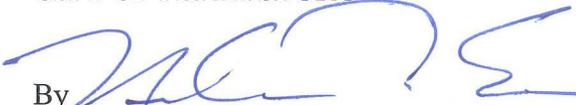
GENERAL UNIT

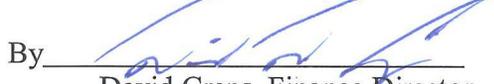
LETTER OF UNDERSTANDING NO. 1

WATER POLLUTION CONTROL - SECOND SHIFT

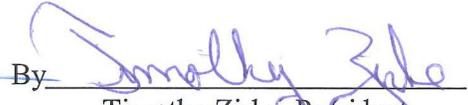
In the event a second shift is established in the Water Pollution control Division during the term of this Agreement, the City and the Union will negotiate the methods of establishing and assigning employees to the shift. In the event the parties arrive at an impasse over these matters, they shall appoint a fact finder to hear and determine the matter and his/her decision shall be final and binding upon the City, the Union and all affected employees. Martin Fitts shall be selected fact finder.

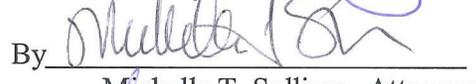
CITY OF PERRYSBURG

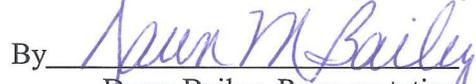
By 
Nelson Evans, Mayor

By 
David Creps, Finance Director

PERRYSBURG MUNICIPAL
EMPLOYEES ASSOCIATION

By 
Timothy Zirke, President

By 
Michelle T. Sullivan, Attorney

By 
Dawn Bailey, Representative

By 

Dated: 2/7/2013

GENERAL BARGAINING UNIT PROPOSALS

LETTER OF UNDERSTANDING NO. 2

OVERTIME - SNOW REMOVAL AND SALT SPREADING

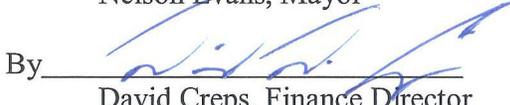
The City of Perrysburg and the Perrysburg Municipal Employees Association agree to the following snow removal and salt spreading overtime procedures:

- (1) Qualified employees within the Street Bureau and Parks Bureau will be utilized to operate the vehicles.
- (2) One (1) employee shall be assigned to a vehicle whether or not the snow plow is attached to the truck.
- (3) When one (1) employee is assigned to a vehicle, there will be an eight (8) hour overtime limit unless the City determines emergency conditions dictate otherwise.
- (4) Employees called in more than two (2) hours in advance of the employee's normal work day to perform overtime work under this procedure, shall be granted a minimum of two (2) hours work.

CITY OF PERRYSBURG

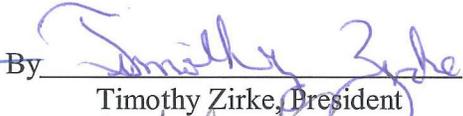
By 

Nelson Evans, Mayor

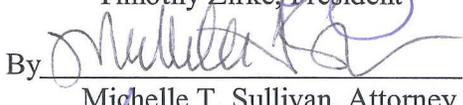
By 

David Creps, Finance Director

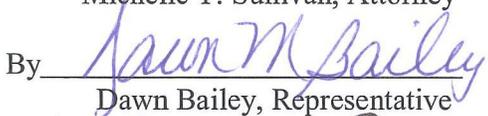
PERRYSBURG MUNICIPAL
EMPLOYEES ASSOCIATION

By 

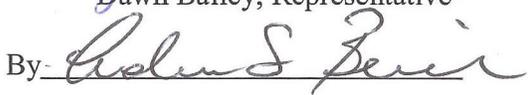
Timothy Zirke, President

By 

Michelle T. Sullivan, Attorney

By 

Dawn Bailey, Representative

By 

Dated: 2/7/2013

GENERAL UNIT

LETTER OF UNDERSTANDING NO. 3

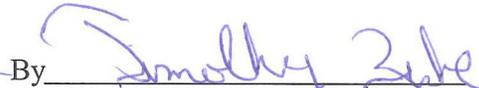
CALL-INS DURING VACATION OR SICK LEAVE

Employees will not be called in to work during the period of time they will be on sick leave or on vacation. Said time period will be set forth on the leave of absence form.

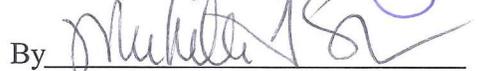
CITY OF PERRYSBURG

PERRYSBURG MUNICIPAL
EMPLOYEES ASSOCIATION

By 
Nelson Evans, Mayor

By 
Timothy Zirke, President

By 
David Creps, Finance Director

By 
Michelle T. Sullivan, Attorney

By 
Dawn Bailey, Representative

By 

Dated: 2/7/2013

GENERAL UNIT

LETTER OF UNDERSTANDING NO. 4

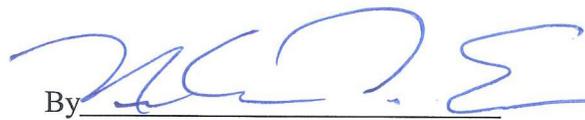
RECORDING SECRETARY OPPORTUNITIES

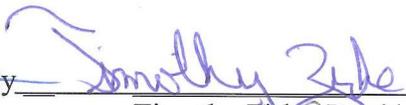
1. * The City has assigned a bargaining unit employee (Chief Clerk/Clerk) to be the Recording Secretary for City Committee meetings. The bargaining unit employee who has been assigned to perform these duties shall continue to do so, with the time spent performing such duties to be paid at the applicable overtime rate of pay. In the event the employee regularly assigned to be recording Secretary is unable to attend a Committee meeting, other Clerks shall be offered the opportunity to be the Recording Secretary utilizing the overtime rotation procedure set forth in Section 5.3.
2. Such opportunities will be offered on an individual committee by committee basis with the option to the City of grouping committees that consistently meet consecutively on the same day.
3. This agreement is on a non-precedent setting basis and does not constitute agreement on the part of the City or the Union that Recording Secretary duties constitute bargaining unit work.

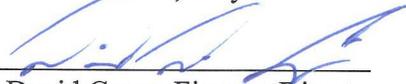
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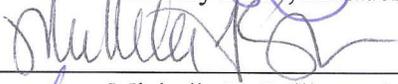
CITY OF PERRYSBURG

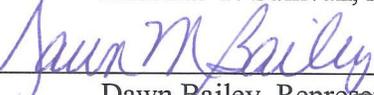
PERRYSBURG MUNICIPAL
EMPLOYEES ASSOCIATION

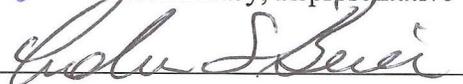
By 
Nelson Evans, Mayor

By 
Timothy Zirke, President

By 
David Creps, Finance Director

By 
Michelle T. Sullivan, Attorney

By 
Dawn Bailey, Representative

By 

Dated: 2/7/2013