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AGREEMENT BETWEEN
THE CITY OF PORT CLINTON
AND
TEAMSTERS LOCAL 20

Case No. 15-MED-05-0570

EFFECTIVE:

August 31, 2018

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AGREEMENT/PURPOSE

This Agreement, entered into by the City of Port Clinton, hereinafter referred to as the "City," and Teamsters Local 20, herein after referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 RECOGNITION

Section 1.1. The City recognizes the Teamsters Local 20 IBT as the sole and exclusive representative for all employees of the City in the bargaining unit as set forth in the certification issued by the State Employment Relations Board in Case Number 98-REP-05-0114, September 24, 1998, including all employees of the City of Port Clinton, including service, maintenance, clerical, and technical employees working in, but not limited to, the following departments: Administrative, Cemetery, Income Tax, Parks & Recreation, Street, Water Distribution & Maintenance, Wastewater Collection & Maintenance and Wastewater Treatment Plant.

Section 1.2. The parties further agree that the bargaining unit shall not include: all management level employees, students, professional employees, confidential employees, supervisors, and members of the Police Department; emergency medical employees; employees of the municipal court; all seasonal and casual employees as determined by the State Employment Relations Board; full-time, sworn police officers of the rank of sergeant; full-time sworn police officers of the rank of patrolman; full-time dispatchers, secretaries, clerk typists, and parking enforcement officers of the Port Clinton Police Department; chief of police, and captain of the Police Department; Sewer Plant chief engineer; Wastewater Collection foreman; Water Works distribution foreman; Water Works office manager; Street Department foreman, Cemetery sexton; tax commissioner; Parks and Recreation director; administrative assistant (two [2] employees/confidential); employees of temporary employment services; life guards, umpires, referees, and sports officials of the Parks and Recreation Department; all appointees of the boards or commissions of the City appointed by the mayor or by council who are not otherwise employees of the City; persons holding elective office; clerk of council; members of the Port Clinton Volunteer Fire Department; and reserve police officers of the City of Port Clinton.

Section 1.3. The City agrees that it will neither negotiate with, nor make bargaining agreements for any of its employees in the bargaining unit described above, unless it is through a duly-authorized representative of the Union.

Section 1.4. Wherever used in this Agreement, the term "employees" shall be deemed to include those individuals employed by the City in those positions and classifications included in the above-described bargaining unit.

Section 1.5. Should the City create a new position or reclassify a position presently in the bargaining unit, the City shall meet with the Union to discuss the inclusion of the new position in the bargaining unit.

Should the City and the Union disagree as to whether or not the new position belongs in the bargaining unit, the City and the Union will jointly submit the question to the State Employment Relations Board (SERB).

Should the City and the Union agree to the inclusion of the position in the bargaining unit, the City and the Union will immediately file a Joint Petition for Amendment of Certification with the State Employment Relations Board (SERB).

ARTICLE 2

DUES DEDUCTION

Section 2.1. In recognition of the Union's services to the bargaining unit and to promote harmonious and stable relationships between the bargaining unit, the employees within the bargaining unit shall, within sixty (60) calendar days from the effective date of this Agreement, or their date of hire, whichever is later, either become members of Teamsters Local 20 or share in the financial support of Teamsters Local 20 by paying to Local 20 a service fee not to exceed the amount of dues uniformly required by members of Local 20. The Union agrees to establish a rebate procedure for fees deducted from nonmembers of the Union in accordance with O.R.C. 4117.09 and any relevant decision from the U.S. Supreme Court.

Section 2.2. In accordance with this article, the City will deduct any unpaid Union dues, initiation fees, and equal assessments or service fees owed to the Union as well as current Union dues, initiation fees, equal assessments, or service fees from the paychecks of employees eligible for the bargaining unit, except newly-hired probationary employees working during their probationary period. Such deductions shall be made each pay for which current dues and any initiation fees or service fees are due the Union. The City further agrees to remit to the Secretary-Treasurer of the Union dues, initiation fees, uniform assessments, or service fees so deducted by the end of the month for which the deductions were made. Once the funds are so remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. Deductions shall begin at the completion of the probationary period and continue each month for which current dues and any initiation fees or service fees are due the Union.

Section 2.3. The City agrees to make such deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction authorization form must be presented to the City by the Union. Upon receipt of the proper authorization, the City will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City.

Section 2.4. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues, fees, assessments, and service fees. The Union shall indemnify and save the City harmless against any liability, claims, actions, suits, or proceedings that may arise out of or by reason of, any actions taken by the City for the purpose of complying with the provisions of this article. In the event the City is held responsible for the repayment of monies paid to Local 20 pursuant to this article, Local 20, to the extent of those monies actually received, shall reimburse same to the City and/or the designated employees involved.

Section 2.5. The City shall be relieved from making such individual “check-off” deductions upon an employee’s: (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence.

Section 2.6. The City shall not be obligated to deduct dues, initiation fees, other assessments, or service fees from the wages of any employee, who during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, initiation fees, or assessments.

Section 2.7. The rate at which dues and service fees are to be deducted shall be certified to the City by the Secretary-Treasurer of the Union. Thereafter, the Secretary-Treasurer of the Union must give one (1) month advance notice to the City prior to making any changes in an employee’s dues or service fee deduction.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 3.1. The Union recognizes the right and authority of the City to administer the City’s functions and responsibilities which are required by law, the Union recognizes that the City has and will retain the full right and responsibility to direct the operation of the City, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which are not modified by the express terms of this Agreement.

Section 3.2. The Union recognizes and accepts that all rights and responsibilities of the City not expressly restricted or modified herein and as permitted by law shall remain the exclusive function of the City, and that nothing herein shall be construed to restrict the City’s inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 4 **CIVIL SERVICE**

Section 4.1. This Agreement pursuant to O.R.C. 4117.10 (A) supersedes and replaces all pertinent statutes, resolutions, rules, and regulations over which it has authority to supersede and replace, including Chapter 124 of the O.R.C. Where this Agreement is silent, the provisions of applicable law shall prevail.

Section 4.2. It is expressly understood that the Port Clinton Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except for original appointments, as provided by O.R.C. 4117.08(B).

Section 4.3. The following position(s) shall be considered an original appointment under the jurisdiction of the Port Clinton Civil Service Commission:

- A. Semi-skilled laborer
- B. Administrative Clerk

ARTICLE 5
BULLETIN BOARDS

Section 5.1. The parties agree that a reasonable sized (at least 3' x 2') bulletin board will be provided in the City's buildings at streets, water, sewer, park/recreation, cemetery, and in the lunchroom at City Hall, to be located in an agreed upon area.

Section 5.2.

- A. The Union may post the following items without prior permission of the City:
1. Union recreational and social affairs
 2. Notices of Union meetings
 3. Union appointments
 4. Notice of Union elections
 5. Results of Union elections
 6. Reports of nonpolitical standing committees and independent nonpolitical arms of the Union
 7. Nonpolitical publications, rulings, or policies of the Union
- B. All other material the Union desires to post must be reviewed by the Safety Service Director before posting to ensure that the notices are not defamatory, obscene, or politically partisan. The Union shall submit to the Safety Service Director one (1) copy of any material, as provided in (B) herein, the Union desires to post, prior to such posting.

Section 5.3. No material may be posted anywhere which contains the following:

- A. Personal attacks upon other members of the Union or upon any other employee.
- B. Scandalous, scurrilous, or derogatory remarks or attacks about or upon the City.
- C. Attacks on and/or favorable comments regarding any candidate for public office or any political issue.

Section 5.4. All postings must bear the date of posting and the signature of the local Union official or steward who is responsible for the posting. Material posted in violation of this article shall be removed by the City, if appropriate.

Section 5.5. No Union materials of any kind shall be posted elsewhere in the City's facilities or upon City equipment unless specifically authorized in advance by the Safety Service Director.

ARTICLE 6
NONDISCRIMINATION/GENDER

Section 6.1. The City agrees not to restrain or coerce any employee because of Union membership or because of any authorized legal activity in an official capacity on behalf of the Union.

Section 6.2. The Union agrees not to interfere with the rights of employees to not become members of the Union and there shall be no unlawful disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 6.3. Neither the City nor the Union and its members shall discriminate against any bargaining unit member, non-bargaining unit member, and/or a member of the public on the basis of age, sex, color, religion, national origin, ancestry, veterans' status, genetic information, military status, disability and/or handicap. Consistent with the state and federal law, the parties agree to meet and discuss any allegations of other alleged unlawful discrimination prior to any appeal by the employee to an outside administrative agency.

Section 6.4. All references to employees in this Agreement designate both sexes and wherever the female or male gender is used it shall be construed to include both male and female employees.

ARTICLE 7
REPRESENTATION

Section 7.1. Chief Stewards and Stewards. The Union shall be represented by one (1) chief steward and two (2) stewards. The names of the stewards shall be furnished to the City and the appropriate department head. Under normal circumstances, for the purpose of releasing stewards for meetings, the City shall release the chief steward and the steward responsible for the department in question. When it is necessary to release all stewards, the business representative of Local 20 will request and review the matter with the Safety Service Director.

Section 7.2. Union Release Time.

- A. The stewards and/or officers shall be permitted reasonable time during non-work time to investigate and process grievances and conduct other necessary business during working hours. The stewards shall notify their immediate supervisors that they are leaving their jobs to handle a problem and shall report when returning to work.
- B. The chief steward shall be released from duty with pay if necessary for up to four (4) hours per month to attend to Union business, however, the chief steward shall not interfere, interrupt, or disrupt the normal work duties of employees.
- C. The chief steward shall keep a log of their Union release day activities. The logs shall reflect each place the Union steward performs Union business each day during regular hours, and the time spent at each such location, and shall be submitted on a monthly basis.

- D. All stewards shall be released from duty with pay to attend contract negotiations. Stewards working a shift other than day shift will be released from duty with pay for either the day before or after the negotiating meeting at the employee's option.
- E. Upon request of the Union, the City will release members of the bargaining unit to attend regularly scheduled union meetings up to one (1) hour per month, if such meeting is scheduled after 4:30 p.m.

Section 7.3. Right to Visit. An authorized representative of the Union shall have the right to visit the premises at any time during working hours for the purpose of investigating current working conditions and compliance with the terms herein, provided such representative reports to the Safety Service Director of the City upon entering the premises, if available, and such visit is made in a manner as to not disrupt City operations.

Section 7.4. Any steward elected or appointed as an official of the Union or delegated to any regular or special meetings, conventions, and seminars necessitating a leave of absence, shall be granted a leave of absence without pay, which shall not constitute a break in service, and will return with the same seniority as though he or she had been continuously employed, but for no more than five (5) workdays per year or fifteen (15) workdays over the life of this Agreement for all stewards combined. The Union will provide one (1) week's advance notice to the City when requesting such leave.

Section 7.5. Stewards shall have no authority to take strike action, or any other action interrupting the City's business, except as authorized by official action of the Union.

Section 7.6. The City recognizes the limitations upon the authority of the stewards as set forth in this article, and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. Stewards who abuse the position shall be subject to disciplinary action, including dismissal.

Section 7.7. Consistent with the City's Insurance carrier and with the prior approval of the Safety Service Director, stewards shall be permitted to use City vehicles in connection with Union activities during regular business hours, with prior approval of the Safety Service Director.

ARTICLE 8

LABOR/MANAGEMENT MEETINGS

Section 8.1. In the interest of sound labor/management relations, upon request of either party once each quarter year, the Employer and/or designee(s) shall meet with not more than three (3) employee representatives of the Union to discuss pending problems, contract administration, exchange information, and to promote improved labor/management relations.

Section 8.2. The party desiring the meeting shall submit such request to the other party with a written agenda of matters to be discussed and a list of representatives who will be attending. Within five (5) days following the request for a meeting, the parties shall mutually agree to the date and time such meeting will be held. The party receiving the request for a meeting shall submit its own list of

representatives and agenda of matters to be discussed to the other party within five (5) days following receipt of the original request and agenda.

Section 8.3. The purpose of labor/management meetings shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the management which affect bargaining unit members of the Union.
- C. Discuss grievances which have not been processed beyond the third (3rd) step of the grievance procedure, providing such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency.
- F. Consider and discuss health and safety matters relating to employees as referred by the Safety Committee.
- G. Consider recommendations for changes from the Union in the Standard Operating Procedure, Rules & Regulations.
- H. Discuss work schedules.

Section 8.4. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 8.5. Employee Union representatives attending labor/management meetings shall not suffer loss in their regular pay or loss in time while attending any meetings provided for under this article which is held during the employee's regular working hours.

Up to one (1) additional employee representative per department who is scheduled to be at work during the time of this meeting may, at the Safety Service Director's discretion, be able to attend this meeting with no loss of pay to discuss a specific issue. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

Section 8.6. Labor/management meetings are not normally intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 9

NO STRIKES/NO LOCKOUT

Section 9.1. The City and the Union realize that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following during the life of this Agreement:

- A. The Union agrees that neither it, its officers, agents, or representatives, individually or collectively, will cause, instigate, or authorize a strike during the life of this Agreement.

- B. The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will cause, instigate, or authorize a lockout during the term of this Agreement.

ARTICLE 10
GRIEVANCE/ARBITRATION PROCEDURE

Section 10.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the articles of this Agreement nor those matters not covered by this Agreement.

Section 10.2. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon the City's last answer.

Any grievance not answered by the City's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 10.3. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by both parties:

- A. The grieved employee's name and signature
- B. The grieved employee's classification
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed
- D. Date grievance was filed in writing
- E. Date grievance occurred
- F. A description of the incident giving rise to the grievance
- G. Specific articles and sections of the Agreement violated
- H. Desired remedy to resolve the grievance

Section 10.4. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 10.5. It is the mutual desire of the City and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort

shall be made by the City and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: An employee having a grievance and/or his or her Union steward, if the employee desires, shall arrange a meeting with the department head for the purpose of discussing the grievance. Failing to obtain a satisfactory resolution, the employee may proceed to the next step. Any resolution must be communicated to the steward.

Step 2: If the grievance is not resolved through the Step 1 discussion, the employee, with the steward if the employee desires, shall have five (5) workdays after the employee knew or should have known the facts which gave rise to the grievance to submit the grievance in writing to the department head. The department head shall have five (5) workdays in which to schedule a meeting with the grieved employee and the steward, if the employee desires such representative. The department head shall investigate the alleged grievance and respond in writing to the employee within ten (10) workdays of receipt of the grievance or within ten (10) workdays following the meeting between the parties. Any resolution must be communicated to the steward.

Step 3: If the grievance is not resolved at Step 2, the employee, with the steward if the employee desires such representative(s), shall have five (5) workdays after receiving the Step 2 response to submit the grievance to the Safety Service Director. The Director or designee shall have ten (10) workdays in which to schedule a meeting with the grieved employee/Union steward, chief steward, and the appropriate Union representative, if the employee desires such representative. The Director or designee shall respond to the grievant in writing within ten (10) workdays following the meeting. Any resolution must be communicated to the chief steward.

Step 4: If the decision of the Safety Service Director is not satisfactory, then the Union shall notify the City in writing within ten (10) working days after the Step 3 response of their intent to arbitrate the grievance. Arbitrators shall be chosen by mutual agreement of the parties. If no agreement is reached, either party may request the Federal Mediation and Conciliation Service to provide a panel of nine (9) arbitrators domiciled in Ohio. Within ten (10) working days after receipt of such panel, the parties shall meet to select the arbitrator by striking from the panel. The party to strike the first name shall be chosen by lot. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list, but neither party may reject the entire list more than once in regard to a particular grievance.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Services. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein arriving at his determination on any issue presented that is proper within the limitations

expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decisions of the arbitrator will be binding on the City, the Union, and the employees. All costs involved in obtaining the list of arbitrators and the fees of the arbitrator shall be shared equally by the parties. The expense of any witness shall be borne, if any, by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of its case to the arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter's recording, or request a copy of any transcripts.

Representation of the employee at any step of the grievance procedure shall be limited to self-representation or representation by the steward/representative.

Section 10.6. For purposes of this article, workdays shall be defined as those days upon which the employee was scheduled to perform services for the City. In counting workdays at each step of the grievance procedure, the parties agree to count the workdays of the employee when the employee is the moving party and the workdays of the City representative when the City is the responding party.

Section 10.7. All grievances advancing to Step 2 shall be filed using the form attached hereto as Appendix D and must contain all information as required by said form.

Section 10.8. All matters arising under this Agreement that would otherwise be appealable under O.R.C. Chapter 124 or through the State Personnel Board of Review shall be appealable only through this grievance procedure.

Section 10.9. Grievances relating to oral reprimands will not be grieved beyond Step 3. Grievances relating to suspensions or termination can be filed directly at Step 3.

ARTICLE 11 **DISCHARGE AND DISCIPLINE**

Section 11.1. The City may conduct an investigation of any alleged violation committed by an employee of the City's rules and regulations, as well as all statutes and ordinances applicable to employees, and by specific order, require the employee to submit a truthful and accurate written report concerning any such alleged violations.

Section 11.2. No employee shall be reduced in pay, suspended, discharged, removed, or otherwise disciplined, except for just cause.

Section 11.3. Except as otherwise provided herein, an employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct impairs the employee's ability to effectively or efficiently perform his or her assigned job duties, or such off-duty conduct unreasonably interferes with or diminishes the overall performance, effectiveness, or efficiency of the City.

Section 11.4. Forms of progressive discipline may include:

- A. Verbal warning (time and date recorded)
- B. Written reprimand
- C. Suspension with pay (working suspension)
- D. Suspension without pay
- E. Reduction in pay rate
- F. Last Chance Agreement, (Employer, Union and employee must agree)
- G. Discharge from employment

Section 11.5. Whenever the City determines that an employee's conduct may warrant a suspension, reduction, discharge, or any other action resulting in a loss of pay, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Written notice shall state the charges and also advise the employee of his or her rights to be represented at the conference by his or her steward and/or Union representative. Said written notice will state the time, date, and place of the conference.

Section 11.6. Disciplinary action taken by the City against an employee, resulting in suspension, reduction, discharge, or any other action resulting in a loss of pay, shall only be appealable in accordance with the Grievance Procedure contained herein, and such appeal shall be the sole and exclusive remedy available to the employee.

Section 11.7. Disciplinary action shall be removed from the employee's record after the date the infraction occurred as follows:

- oral and written reprimands - one (1) year
- suspensions - two (2) years

Section 11.8. Personnel Files. Employees may schedule an appointment during their non-work time to inspect their personnel files maintained by the City at any reasonable time and shall, upon request, receive a copy of any documents contained therein.

If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the file or file a grievance against such improper materials. Oral reprimands shall only be appealable through Step 3 of the grievance procedure.

Section 11.9. Performance Evaluations, Reprimands, and Discipline Reports. Signatures of employees shall be required on performance evaluations, written reprimands, and discipline reports, and such signing will only mean the employee has read the evaluation, written reprimand, or discipline report. No subsequent comments may be made on record copies once signed by the employee.

Section 11.10. Other Records. Unsubstantiated or unproved allegations of misconduct made against an employee and appearing in their files shall not be used in any disciplinary action nor be voluntarily shared outside the department, except as provided by law.

ARTICLE 12 **PROBATION PERIODS**

Section 12.1. Every newly-hired full-time employee will be required to successfully complete an initial probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one hundred and twenty (120) calendar days. A newly-hired probationary employee may be terminated any time during the probationary period and shall have no appeal over such removal. Newly hired probationary employees will not be allowed to bid on a posted position during their probationary period.

Section 12.2. A newly transferred full-time employee will be required to successfully complete a probationary period in the employee's new position. The probationary period for a newly transferred employee shall begin on the date the employee first begins working in the new position and continue for a period of sixty (60) days. During this period, the employee will be given training and an opportunity to demonstrate the ability to perform the work required. A newly transferred employee may return or be returned to the employee's former position anytime during the probationary period. If the employee does not agree with the City's determination to return the employee to their former position, the employee may challenge this determination through the grievance procedure as provided herein.

Section 12.3. Newly hired probationary employees shall receive all fringe benefits during their probationary period.

ARTICLE 13 **SENIORITY**

Section 13.1. There shall be two (2) types of seniority:

- A. City-Wide Seniority is defined as an employee's uninterrupted continuous service with the City of Port Clinton as a full-time employee in a bargaining unit position.
- B. Department Seniority is defined as an employee's continuous length of service within their current department with the City of Port Clinton in a bargaining unit position.

Section 13.2. The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence

- B. Absence while on sick or disability leave, not exceed twelve (12) months
- C. Military leave not to exceed four (4) years
- D. A layoff of one (1) year's duration or less

Section 13.3. The following situations constitute breaks in continuous service for which seniority is used:

- A. Sustained discharge for just cause
- B. Retirement
- C. Layoff for more than one (1) year
- D. Failure to return to work pursuant to the layoff article absent extenuating and justified circumstances such as illness, injury, or disability
- E. Resignation
- F. Failure to return to work within ninety (90) days from military leave of absence
- G. Failing to report to work for three (3) consecutive workdays without an acceptable excuse for the failure to report

ARTICLE 14 **LAYOFF AND RECALL**

Section 14.1. The City shall determine when and in which classifications layoffs will occur. The City, upon request of the Union, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union.

Section 14.2. Within each department affected, employees will be laid off in accordance with their City-wide seniority and their relative skill and ability to perform the remaining work available. The employee or employees with the least City-wide seniority in the department affected by the layoff will be laid off first. Any laid off employee may use their City-wide seniority to bump a less senior employee in a job classification equal to or lower in which they are qualified to perform, within the bargaining unit. However, by mutual agreement between the Union and the City, an employee could be allowed to bump into a higher classification. Employees wishing to exercise their bumping rights must do so within five (5) working days after receipt of the layoff notice.

Section 14.3. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in accordance with their overall City seniority and their relative skill and ability to perform the work available. When two (2) or more employees have relative equal experience, skill, ability, and qualification to perform the work available, the employee or employees with the most seniority will be recalled first.

Section 14.4. Notice of recall shall be sent to the employee by registered mail, return receipt requested, and such notice shall be directed to the last mailing address provided by the employee. The City shall provide the Union with copies of all such recall notices.

Section 14.5. A recalled employee shall have seven (7) calendar days following his or her receipt of the recall notice to notify the City of his or her intention to return to work and shall have ten (10) calendar days from receipt of the recall notice to return to work, unless a later date for returning to work is otherwise specified in the notice.

Section 14.6. The determination concerning an employee's relative skill and ability to perform the work available in accordance with Sections 14.2 and 14.3 of this article shall be subject to the Grievance Procedure contained elsewhere in this Agreement.

ARTICLE 15

VACANCIES AND BIDDING

Section 15.1. The parties agree that all appointments to positions within the bargaining unit covered by the Agreement shall be filled in accordance with this article.

Section 15.2. Whenever the City determines that a permanent vacancy exists or there is a permanent vacancy in a newly created position within the bargaining unit, such vacancy shall be posted upon each of the Union bulletin boards for ten (10) consecutive workdays. During the posting period, anyone wishing to apply for the vacant position shall do so in writing to the office of the Safety Service Director or his designee. The City will provide the following information for each vacancy:

- A. Pay scale/wages.
- B. Shift status and workweek starting day (status at inception of position, subject to change in accordance with scheduling provisions of this Agreement).
- C. Summary job description, including required qualifications as contained in the job description.

The City shall not be obligated to consider any application submitted after the posting period has expired or which does not indicate that the applicant possesses the minimum qualifications to perform the duties of the vacant position.

Section 15.3. The City shall give first consideration to those timely-filed requests of employees already within the bargaining unit. However, if the City determines that no applicant from within the bargaining unit is qualified to perform the duties of the vacant position, or no one in the bargaining unit bids for the job, the City shall then be free to fill the vacancy by appointing a newly-hired employee or a person employed by the City outside the bargaining unit.

Section 15.4. The position shall be awarded to the individual with the most seniority that currently possesses the minimum qualifications as listed in the position description and ability to perform the work required. The City's determination as to an employee's ability and qualification to fill a vacant position shall be subject to the grievance/arbitration procedure contained in this Agreement, but the determination to fill or not fill any vacancy shall not be appealable.

Section 15.5. The City will notify all applicants once the selection has been made.

Section 15.6. If an employee is selected for a position in accordance with this article, he or she shall be compensated at the appropriate rate commencing upon the first day he or she is assigned to and works in the position. The employee selected for a position in accordance with this article shall also be subject to a probationary period as outlined in Article 12, Section 12.2 of this Agreement.

Section 15.7. If the City needs to fill a vacant position, the City will post and fill the vacant position, and not a position in a lower classification.

ARTICLE 16 **SAFETY**

Section 16.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the City accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The supervisor will see that safety rules and safe working methods are followed by employees. The employees accept the responsibility not to neglect or abuse the City's equipment, tools, or work areas and accept the responsibility to follow all safety rules and safe working methods as prescribed by the City.

Section 16.2. Employees are responsible for reporting unsafe conditions or practices; the City is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools, and supplies provided by the City and the City is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor or department head shall note all reports of safety complaints and forward copies to the Safety Service Director and the Safety Committee.

Section 16.3. An employee acting in good faith may refuse to work under conditions the employee reasonably believes presents an imminent danger of death or serious harm to the employee or others, provided such conditions are not such as normally exist or might reasonably be expected to occur in the employee's position. Any incident of work refusal shall immediately be reported to the department head and steward who will determine what, if any, corrective action is necessary to eliminate or reduce a potential danger or hazard.

If the employee disagrees with the findings of the department head, the employee may request the matter be reviewed by the Safety Committee. The Safety Committee will be convened as soon as practicable. The employee shall be assigned to alternative work pending the review by the Safety Committee. The Safety Committee shall review the situation and submit its recommendation(s) to the Safety Service Director who shall make a determination as to whether the work should be performed or not. The recommendations of the Safety Committee are advisory only, and shall not bind the City or prevent the employee(s) from filing a safety alert or grievance. Likewise, the determination of the Safety Service Director shall be subject to the grievance procedure as defined elsewhere herein.

Section 16.4. When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the City shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies

referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 16.5. Employee exposure records (Environmental Monitoring, and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to the employee's designated representative. Employee medical records, including Biological Monitoring, shall be made available to the employee and to the employee's designated representative upon submission to the City of a signed written consent form from the employee who is the subject of the record.

Section 16.6. A Safety Committee shall be formed comprised of three (3) members of the Union, and the City Director of Safety and Service shall designate three (3) other persons to represent the City. This committee may meet monthly to address concerns regarding employee health and safety in the City workplace and to make recommendations to improve safety in the workplace.

The City's responsibility is to coordinate the committee's efforts and monitor compliance with the Occupational Safety and Health Administration requirements.

The Safety Committee's general responsibility is to drive the City's safety program. The Committee's specific responsibilities are:

- A. Review all health and safety complaints and make recommendations for corrective action.
- B. Review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.
- C. The committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 9.3.
- D. Recommend safety training programs and amendments, modifications, or additions to the City of Port Clinton Safety Manual.
- E. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities.
- F. Attendance at training seminar by one (1) member from each side of the Safety Committee.

Section 16.7. Any employee seeking remedy on a safety or health complaint shall have their grievance heard before an arbitrator under the terms of this Agreement.

ARTICLE 17 **SUBSTANCE TESTING**

Section 17.1. Testing Reasons. Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol.
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns.
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking.
- D. Information provided either by reliable or credible sources and independently corroborated.
- E. Evidence that an employee has tampered with a previous drug test.
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 17.2. Drug Testing Procedures. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or its equivalent. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 17.3. Alcohol Testing Procedures. Alcohol testing shall be done in accordance with the law of the state of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the City to proceed with sanctions as set forth in this article.

Section 17.4. Test Results/Refusal to Submit to Testing. The results of the testing shall be delivered to the City and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request to the City, with the employee's consent. Refusal to submit to the testing provided for under this Agreement and any positive results shall be grounds for discipline, up to and including termination. A positive test, in and by itself, will not result in the employee's termination; however, the City reserves the right to discipline, up to and including termination, per Article 11, Discharge and Discipline, for any actions or circumstances that may have resulted from the employee's action while under the influence of drugs or alcohol.

Section 17.5. Confirmatory Testing.

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the same containers collected in the manner prescribed above.

- B. In the event the second test confirms the results of the first test, the City may proceed with the 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.
- C. In the event the two (2) test results are positive, the employee is entitled to have the sample in the second container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.
1. A positive test as stated in this article shall be determined by the standards and cut-offs outline in the Federal Workplace Drug Testing Program.

Section 17.6. Payment of Testing Costs. Costs of all drug screening tests and confirmatory tests shall be borne by the City except that any test initiated at the request of the employee shall be at the employee's expense.

ARTICLE 18

EMPLOYEE ASSISTANCE PROGRAM

Section 18.1. The City and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their ability to work productively.

Section 18.2. Participation in the assistance program shall be voluntary, except for those employees not terminated for a drug or alcohol abuse violation. Employees who test positive, per this Agreement, who are not terminated shall be required to participate in this employee assistance program. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

Section 18.3. Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employees can use unused sick leave or vacation leave.

Section 18.4. Records regarding treatment and participation in the EAP shall be confidential, and the records shall not be maintained in the employee's personnel file.

Section 18.5. Expenses incurred for treatment, assistance, and/or hospitalization will be provided under the employee's health insurance whenever possible. Participating employees will be advised of the extent of insurance coverage for the appropriate treatment should they so request.

ARTICLE 19

HOURS OF WORK AND OVERTIME

Section 19.1. Intent of Overtime. This article is intended to define the normal hours of work and to provide the basis for the calculation of payment of overtime. This article is intended to be used as the basis for the calculation of overtime and shall not be construed as a guarantee of hours of work or pay.

Section 19.2. Workday and Workweek. The work schedule of the departments shall normally consist of eight (8) hour shifts, the starting and quitting times to be established by the City, provided

that start times and shift changes shall not be made to avoid the payment of overtime, or to cover vacancies due to vacations, holidays, or other temporary absences. The City may establish for City Hall workers a work schedule that allows for an employee to work a workday of ten (10) hours and workweek of four (4) days. However, in departments which operate twenty-four (24) hours a day, seven (7) days a week, starting times and shift changes may be made to cover vacancies which exceed five (5) consecutive work days. These temporary adjustments shall be made by City-wide seniority within the affected department. Employees whose starting time or shift hours are changed shall be given one (1) week's notice. Eight (8) hours of work shall constitute a normal workday, unless the employee is on a ten (10) hour workday. Forty (40) hours of work per week shall constitute a normal workweek in five (5) consecutive eight (8) hour days, unless the employee is on a ten (10) hour workday in four (4) consecutive ten (10) hour days. Alternative work schedules with corresponding premium pay arrangements may be made by mutual agreement between the City and the Union.

Section 19.3. Overtime Pay. An employee working in excess of eight (8) hours on an assigned shift or ten (10) hours on an assigned shift will be compensated at the rate of one and one-half (1 ½) times his or her base rate for all such excess time and any employee who works on his or her normal scheduled day off shall be compensated at the rate of one and one-half (1 ½) times his or her base rate for all such time worked.

Section 19.4. Pyramiding. There shall be no pyramiding of overtime for the same hours worked.

Section 19.5. Call-In Pay. Call-in pay is defined as payment for work assigned by the City or designated representative and performed by an employee at a time disconnected from his or her prescheduled hours of work. Work done in this manner shall be compensated at the rate of one and one-half (1 ½) times the normal rate of pay with a minimum of two (2) hours pay. Employees called out a second time during the original two (2) hour call-in shall not be entitled to receive a second two (2) hours call-in pay. Employees called at home for information shall be compensated for actual time spent on the call or a minimum of one-fourth (1/4) hour of pay at one and one-half (1 ½) times the normal rate of pay. Employees called a second time for information during the original one-fourth (1/4) hour call-in shall not be entitled to receive a second one-fourth (1/4) hour call-in pay. Call-ins on Sunday shall be a minimum of three (3) hours of pay at the rate of one and one-half (1 ½) times the normal rate of pay.

Section 19.6. Hours not worked, but paid for because of vacation, holidays, sick leave, jury leave, bereavement leave, and military leave or any other reason, shall be considered as active pay status for the purpose of calculating an employee's entitlement to overtime.

Section 19.7. All employees shall have a total of forty-five (45) minutes of paid break and/or lunch time per day.

Section 19.8. Prescheduled overtime opportunities shall be made available first to qualified bargaining unit employees within the department (City Hall, Service) affected using City-wide seniority. Full shift, eight (8) hours, overtime opportunities in the Sewer Plant shall be made available on a rotational basis. Prescheduled overtime assignments not filled by bargaining unit employees within the department affected within five (5) days of the scheduled vacancy will be made available to other qualified bargaining unit employees outside the affected department using City-wide seniority.

Once an overtime assignment is accepted, it shall be considered part of an employee's normal and regular work assignment, except that inability to work based on illness will not make the employee eligible or charged for sick leave.

Section 19.9. Unscheduled overtime shall be made available first to qualified bargaining unit employees within the affected department (City Hall, Sewer Plant, Service) using City-wide seniority and then to other qualified bargaining unit employees outside the affected department by City-wide seniority.

Employees currently working on a job assignment which will require overtime shall be given the first opportunity to work the overtime on that job, that day. When overtime is needed and is not contiguous with the regular workday, and is a continuation of a special project that would require the same crew for continuity purposes, that crew would be given the first opportunity for the overtime.

Overtime opportunities not filled by bargaining unit employees may be filled in any manner the City chooses, including forcing the least senior qualified employee(s) to work.

Section 19.10. Shift preference within a department will be based upon a City-wide seniority after an employee's probationary period, as provided in Article 12. Thereafter, employees will submit their request for shift preference three (3) times a year; April 1, to be effective May 1; August 1, to be effective September 1; and December 1, to be effective January 1.

Section 19.11. Normally supervisors shall not work overtime in place of bargaining unit employees where qualified bargaining unit employees are available and are willing to work. However, the exception is when the supervisor has already been called out to determine the need for overtime and can complete the necessary work by himself in less than one (1) hour.

Section 19.12. Supervisors shall notify affected employees of prescheduled overtime opportunities as soon as possible.

Section 19.13. Employees on sick leave will not be eligible to work overtime until they report back to their next regular scheduled work shift, or until the City has offered the overtime to all other available employees.

ARTICLE 20
WAGES

Section 20.1. Effective as noted below, employees shall be paid an hourly wage in accordance with the following hourly schedule:

A. Effective first full pay of January, 2016, increase all scales by 1.5%

<u>Department and Classification</u>	<u>Hourly Wage</u>		
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Sewer Plant</u>			
Operating Engineers (Class 3)	22.89	24.29	25.72
Operating Engineers (Class 2)	21.28	22.71	24.12

Operating Engineers (Class 1)	20.18	21.58	22.98
Operating Engineers	19.39	20.81	22.23
Skilled Laborers	18.62	20.01	21.41
Semi-Skilled Laborers	17.03	18.47	19.87
Clerk Typist	15.17	17.51	19.87

2 Service Department

Mechanic	20.25	21.61	23.06
Heavy Equipment Operators	19.39	20.81	22.23
Light Equipment Operators	18.62	20.01	21.41
Semi-Skilled Laborers	17.03	18.47	19.87
Operating Engineer 1	20.18	21.58	22.97
Operating Engineer 2	21.28	22.71	24.12
Operating Engineer	19.40	20.81	22.23

3 Administrative Department (City Hall)

Administrative Clerk	15.17	17.51	19.87
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B. Effective September 1, 2016 increase all scales by 1.5%

<u>Department and Classification</u>	<u>Hourly Wage</u>		
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Sewer Plant</u>			
Operating Engineers (Class 3)	23.23	24.65	26.11
Operating Engineers (Class 2)	21.60	23.05	24.48
Operating Engineers (Class 1)	20.48	21.90	23.32
Operating Engineers	19.68	21.12	22.56
Skilled Laborers	18.89	20.31	21.73
Semi-Skilled Laborers	17.29	18.75	20.17
Clerk Typist	15.40	17.77	20.17

2 Service Department

Mechanic	20.55	21.93	23.41
Heavy Equipment Operators	19.68	21.12	22.56
Light Equipment Operators	18.89	20.31	21.73
Semi-Skilled Laborers	17.29	18.75	20.17
Operating Engineer 1	20.48	21.90	23.31
Operating Engineer 2	21.60	23.05	24.48
Operating Engineer	19.69	21.12	22.56

3 Administrative Department (City Hall)

Administrative Clerk	15.40	17.77	20.17
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C. Effective September 1, 2017 increase all scales by 1.5%

<u>Department and Classification</u>	<u>Hourly Wage</u>		
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Sewer Plant</u>			
Operating Engineers (Class 3)	23.58	25.02	26.50
Operating Engineers (Class 2)	21.93	23.39	24.85
Operating Engineers (Class 1)	20.79	22.23	23.67
Operating Engineers	19.97	21.44	22.90
Skilled Laborers	19.18	20.61	22.05
Semi-Skilled Laborers	17.55	19.03	20.47
Clerk Typist	15.63	18.04	20.47
2 <u>Service Department</u>			
Mechanic	20.86	22.26	23.76
Heavy Equipment Operators	19.97	21.44	22.90
Light Equipment Operators	19.18	20.61	22.05
Semi-Skilled Laborers	17.55	19.03	20.47
Operating Engineer 1	20.79	22.23	23.66
Operating Engineer 2	21.93	23.39	24.85
Operating Engineer	19.98	21.44	22.90
3 <u>Administrative Department (City Hall)</u>			
Administrative Clerk	15.63	18.04	20.47

Section 20.2. Classification Steps. All employees shall start at Step 1 of the classification in which they are employed. After completion of two (2) years of employment they shall advance to Step 2, and after completion of four (4) years employment they shall advance to Step 3.

Section 20.3. Pension Contribution. The parties agree that the employee's contribution to the Public Employees Retirement System (PERS) will, for tax purposes, be paid by the City.

The City's share of the PERS contribution shall not increase due to this provision. This provision shall take effect upon approval of the Internal Revenue Service and the PERS.

Section 20.4. Shift Differential. Full-time employees who are assigned the second shift (currently 3:00 p.m. – 11:00 p.m.) shall receive a shift differential premium of forty-five cents (\$.45) per hour for each hour on said shift. Employees who are assigned to the third shift (current 11:00 p.m. – 7:00 a.m.) shall receive a shift differential premium of seventy cents (\$.70) per hour for each hour on said shift.

Section 20.5. Class Specifications. The rate of pay for a new classification shall be the same as practical to existing classifications with a similar work requirement.

Management will provide proper and adequate orientation and training to employees when assigned new, different or additional duties or job assignments.

Section 20.6. The City, with the acceptance by the employee, shall have the authority to assign an employee in the Service Department to the position of Lead person to perform certain leadership duties when a supervisor is unavailable for a particular project and/or job. As to the Sewer Department, the City, with the acceptance by the employee, shall assign a qualified operator to the position of Operator of Record as required by Ohio Law. Wages for said position shall be ten percent [10%] added to the highest classification in each department. When employees are assigned the duties of Water Compliance Officer they shall also receive ten (10%) percent added to the highest classification.

Section 20.7. Direct Deposit. All new hires and effective with the first pay in September of 2009, and continuing thereafter, all members of the bargaining unit shall have their pay and all other types of payroll payments direct deposited to the financial institution of the bargaining unit member's choice. Bargaining unit members shall receive a receipt of the direct deposit amount.

ARTICLE 21 **LONGEVITY**

Section 21.1. In addition to the hourly wage specified in Article 20, every employee covered by this Agreement shall receive longevity payment as a full-time employee of the City of Port Clinton. This payment shall be in the amount equal to six cents (\$.06) per hour for every year of service completed after completion of three (3) years' service and shall be paid on the first pay period in December of each year in a separate check. For the period from September 1, 2008 to November 30, 2008, the payment shall be prorated for base hours worked and paid bi-weekly with the employee's regular pay.

Section 21.2. Longevity hourly wages shall be paid only on the base hourly wages and will solely be calculated on two thousand eighty [2080] hours per year or the base hours from the anniversary date when the employee became eligible for longevity thru November 30.

Section 21.3. In the event that an employee who is eligible for the above payment terminates his or her employment during the year (between December 1 thru November 30) for any reason, the payment provided for herein shall be prorated for the period of his or her employment.

Section 21.4. For purposes of this article, actual time spent as a full-time employee shall mean continuous employment from the most recent date of hire.

ARTICLE 22 **INSURANCE**

- A. Bargaining unit members shall have the same health insurance, including surgical, dental, vision, and prescription drug coverage as that which is provided for all non-bargaining unit employees (including all managerial employees). Eligible employees will have a network

deductible responsibility of seven hundred fifty dollars [\$750.00] for single coverage and fifteen hundred dollars [\$1,500.00] for family as part of the medical and Rx coverage provided by the City. The City will cover approved network claims in excess of the employee deductible. The City may choose to cover claims via fully insured, self-funded, health reimbursement accounts, or any administrative combination thereof. In addition, the monthly employee premium for all of the above listed benefits shall be thirteen percent (13%). The City shall pay eighty-seven percent (87%). The employee deductible will be charged on the last portion of the deductible.

- B. A health care committee (HCC) shall be formed with one (1) representative from the Union, one (1) representative from any other City bargaining unit, one (1) non-Union employee, and up to three (3) administrative personnel. The purpose of the HCC is to evaluate the current health care plan and to recommend changes in order to keep health care premium costs for both the employee and the Employer within reasonable limits for 2013 and 2014. Said health committee shall make timely recommendations to the City Council and mayor, prior to the next benefit year and in time for consideration of said recommendations.

Section 22.2. Coverage.

- A. Employees and members of their families shall have the right to go to providers outside of the plan, but if they do so, the City and the employees will pay as provided in the plan.
- B. For purposes of maximizing negotiating leverage for health care coverage, bargaining unit employees will be provided the same plan(s) as provided for all non-bargaining unit employees, but in accordance with the caps and/or reimbursement rates provided for in A above. If available, the City will offer a three (3) tiered system of Single, Single Plus One, and Family.

Section 22.3. Opt out Option. Employees will have the option to opt-out of the health care plan offered by the city at the open enrollment date or upon a qualifying event provided they are able to prove they have health care insurance available to them from another source. The employee will receive compensation of fifty percent [50%] of what the city's cost would have been to provide the employee with the city's offered health care plan. The compensation received as a result of the opt-out option shall be taxed as income and will not be eligible for OPERS wages.

Section 22.4. Life Insurance Coverage. The City shall provide life insurance coverage for each full-time employee at a minimum level of twenty-five thousand dollars [\$25,000].

Section 22.5. The Employer will establish a Section 125 Plan for employee insurance contributions.

**ARTICLE 23
HOLIDAYS**

Section 23.1. Designated Holidays.

- A. New Year's Day, Martin Luther King Day, Washington-Lincoln Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the

Friday immediately following, and Christmas Day each shall be paid holidays for all bargaining unit employees.

- B. Holidays shall occur on the days specified in Section 1.14 of the Ohio Revised Code. In the event that any of the aforementioned holidays shall fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.
- C. All employees shall receive eight (8) hours pay at their regular straight time hourly rate of pay for all holidays referenced in this article.

Section 23.2. Holiday Pay. Bargaining unit employees who work on holidays shall be entitled to one and one-half (1½) times their regular rate of pay for time worked on such holidays, in addition to eight (8) hours holiday pay. Employees who work more than their eight (8) hour shift shall be paid two and one-half (2½) times their regular rate of pay for all hours worked on a holiday greater than their scheduled eight (8) hours. If an employee's work schedule is other than Monday through Friday, he or she shall be entitled to a day off with pay for holidays observed on his or her day off regardless of the day of the week on which they are observed. Such days off shall be taken within that work year and shall not be cumulative, but shall be taken separately at the employee's option. Employees are not eligible for holiday pay if they call in sick their last scheduled day before the holiday and/or their first scheduled day after the holiday, unless such sick leave is approved at least twenty-four (24) hours prior to such scheduled work day, or they present a physician's statement.

Section 23.3. Option of Day Off. Any bargaining unit employee working in a position which normally operates on a continuous basis, seven (7) days a week, who is scheduled to work on a holiday may have the option of either working his or her normal shift on the holiday, at one and one-half (1½) times his or her base rate of pay, in addition to holiday pay, or take the day off with pay at the normal rate. Management shall have the right to deny any request from an employee for taking a holiday off. For those employees required to work on the holiday, assignments shall be made by City-wide seniority among those employees normally scheduled to work that shift that day of the week.

Section 23.4. Pyramiding. There shall be no pyramiding of overtime pay.

Section 23.5. Personal Days. Each full-time employee shall be entitled to three (3) days per year of their choice in addition to the holidays specified in Section 23.1 above. Employees may convert one (1) sick leave day to a personal day and such day does not count toward credit sick leave per Article 25.12. Employees must request the use of personal leave at least twenty-four (24) hours in advance of the use of such personal leave when possible. However, to be eligible for holiday pay, per section 23.2 above, employees must receive prior approval for the use of personal leave at least twenty-four (24) hours in advance of their last scheduled day before the holiday and/or their first scheduled day after the holiday. However, in certain situations, the supervisor may waive the twenty-four (24) hour advanced notification.

Section 23.6. Designated Days. On any day or partial day designated by Management as a day or partial day off for City employees, all department employees will be given the day or partial day off if scheduling permits, or equal compensatory time at a later date.

ARTICLE 24
VACATION

Section 24.1. Full-time forty (40) hour a week employees are entitled to vacation with pay after one (1) year of continuous service with the City. The amount of vacation leave to which an employee is entitled is based upon length of service with the City as follows:

<u>Length of Service</u>	<u>Vacation</u>
less than 1 year	0
1 year, but less than 7 years	80 hours
7 years, but less than 15 years	120 hours
15 years, but less than 22 years	160 hours
22 years, but less than 28 years	200 hours
28 years, or more	240 hours

Such vacation leave shall be accrued to employees between the employee's anniversary of employment each year. Employees will earn, on a biweekly basis, one-twenty-sixth (1/26th) of the amount of vacation leave identified in Section 24.1.

Vacation credits are not earned while an employee is in no-pay status (leave of absence, layoff, disciplinary suspensions, etc.), but vacation credits shall accrue when an employee is off due to a work-related injury or illness, per Article 28, Injury Leave.

Section 24.2. New employees shall be entitled to vacation service credit or prior service credit for tenure with the City of Port Clinton only (per O.R.C. 9.44).

Section 24.3. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment.

Section 24.4. If an employee transfers between departments, any unused vacation days which they may have accumulated shall continue to be available to them.

Section 24.5. An employee shall be guaranteed his or her vacation once declared and ten (10) calendar days have elapsed after acceptance by the City regardless of transfers, and shall not be changed unless by mutual agreement of both parties. Emergency situations as determined by the City are exempt under the intent of this section. If, due to an emergency, vacation is denied an employee, such days may be rescheduled upon the mutual agreement of the parties.

Section 24.6. Employees who request vacation for a period of time other than covered by Section 24.5 above must request same not less than twenty-four (24) hours in advance of taking such leave for approval by the City.

Section 24.7. Scheduling of vacation as individual hours or days may only be done in two (2) or more hour increments. The number of employees off on vacation in the various departments shall be at the discretion of the supervisor. Vacation requests shall not be unreasonably denied, subject to the anticipated department work load.

Section 24.8. An employee is entitled to compensation at his or her current rate of vacation leave for the current year to his or her credit at the time of separation or layoff. In addition, he or she shall be compensated for any unused vacation leave accrued to his or her credit.

Section 24.9. An employee can elect to be available for overtime call-out within their department the weekends preceding and following their scheduled time off. The employee must fill out the appropriate form of notification and have it approved by their supervisor prior to the end of the last shift they work before their vacation starts. If no written notification is on file, the employee will not be considered for overtime call-out according to the department seniority list.

ARTICLE 25 **SICK LEAVE**

Section 25.1. All bargaining unit employees shall accumulate sick leave credit at a rate of .0575 hours of sick leave for each hour worked and/or in active pay status.

Section 25.2. Sick leave may be granted to eligible employees, upon approval by the City, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee including medical, psychological, dental, or optical examination by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- D. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

Section 25.3. "Immediate family" for purposes of this article means an employee's spouse, father, mother, sister, brother, children, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other relative living in the employee's household.

Section 25.4.

- A. Whenever an employee is unable to report to work, the employee shall call the designated work phone number prior to the employee's scheduled starting time. In departments with multiple shifts, the employee shall notify the department head or other designated person at least one (1) hour prior to the employee's scheduled starting time. This section does not apply in an emergency situation where the prior notice is not possible.
- B. Employees requesting sick leave due to a scheduled physician appointment which cannot be scheduled other than during normal working hours, shall notify the department head as soon as possible following the scheduling of the appointment, but in no case later than the time specified in (A) above.

- C. Short periods of sick leave requested in order to avoid being late for work will not be approved.
- D. Any employee who must leave work shall personally notify the department head or designee prior to leaving the job site.
- E. In the absence of the department head, the employee shall provide notification as required herein to the department head's designee.

Section 25.5. An employee who expects to be on extended sick leave must notify the immediate supervisor or other designated person every day the employee is absent, unless other arrangements for notification are made with the employee's immediate supervisor.

Section 25.6. An employee shall be required to provide a written statement justifying sick leave use. If the employee was examined or treated by a hospital, clinic, doctor, dentist, psychologist, optician, or other practitioner, the City may require the employee to provide proof of such examination or treatment. The City may also require a physician's statement to verify that an employee must take care of a member of the employee's immediate family, not living in the same household.

Section 25.7. When an employee uses sick leave for four (4) consecutive days or more, the City may require the employee to provide a certificate from the doctor, dentist, psychologist, optician, or other licensed practitioner stating the nature of the illness or injury, the treatment, and the licensed practitioner's opinion about the employee's ability to perform the essential functions of their position.

Section 25.8. If the City has a reasonable basis for believing that an employee is not mentally or physically capable of performing the essential functions of the employee's position or poses a threat to himself or herself or others, the City may order an examination by an appropriately qualified medical professional at the City's expense, mutually selected by the City's physician and the employee's physician.

Upon receipt of this medical professional's opinion that an employee is not physically or mentally capable of performing the essential functions of the employee's position, the City, the Union and the employee will meet to discuss possible alternatives and/or accommodations.

If no alternative or accommodation is mutually agreeable, then the employee will be placed on appropriate leave or removed if unable to return to work.

Section 25.9. Approved sick leave shall be charged to employees in 15 minute increments.

Section 25.10. All employees who transfer from a public agency to the City or who have prior service with a public agency shall retain credit for any unused sick leave. The employee must have their prior employer certify to the City their unused balance. The previously accumulated but unused sick leave of a full-time employee who has separated from the public service shall be credited to the employee upon employment with the City; provided employment with the City takes place within ten (10) years of the date the employee was last terminated from public service and such sick leave balance can be verified.

Section 25.11. Abuse of Sick Leave. Abuse of sick leave may subject an employee to discipline up to and including discharge. Abuse of sick leave shall include but not be limited to:

- A. Unsubstantiated use of sick leave (as in cases where a doctor's certificate is required as specified elsewhere in this Agreement but not supplied, or in cases where the doctor's certificate fails to substantiate the employee's claim of illness or injury requiring the employee to be off work).
- B. Unjustified failure to give adequate notice to the City of the use of sick leave per Article 25.4.
- C. Falsification of a written, signed statement by the employee or of a doctor's certificate.

Section 25.12. Credit Sick Leave. During the calendar year if an employee does not use sick leave according to the schedule below, the employee will be granted credit sick leave (CSL) days accordingly. These days will be credited in January of the succeeding year and must be used prior to December 31 of the year accrued. The leave must be requested in advance and be approved by Management.

<u>Sick Leave Used</u>	<u>CSL</u>
0 sick leave hours	five (5) days
one (1) to eight (8) sick leave hours	four (4) days
nine (9) to sixteen (16) sick leave hours	three (3) days

Absences that qualify for Family Medical Leave shall not count as an absence for the purpose of this section.

ARTICLE 26
SICK LEAVE CONVERSION

Section 26.1. An employee with ten (10) or more years of service with the City who retires from active service with the City, or an employee with twenty (20) or more years of service with the City who leaves employment with the City for reasons other than termination, with an accrued minimum of seven hundred [700] hours shall be paid for fifty percent [50%] of the value of the employee's accrued but unused sick leave, up to a maximum payment of fifty percent [50%] of fifteen hundred [1500] hours. Maximum hours paid will be seven hundred fifty [750] hours. Payment shall be based on the employee's base rate of pay at the time of retirement or separation. An employee with ten (10) or more years of service with the City who retires from active service with the City, or an employee with twenty (20) or more years of service with the City who leaves employment with the City for reasons other than termination shall be paid for twenty-five percent [25%] of the value of the employee's accrued but unused sick leave, up to a maximum payment of twenty-five percent [25%] of six hundred ninety-nine [699] hours. Maximum hours paid will be one hundred seventy-five [175] hours. Payment shall be based on the employee's base rate of pay at the time of retirement or separation.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

ARTICLE 27
BEREAVEMENT LEAVE

Section 27.1. All regular full-time employees shall be granted three (3) days funeral pay to arrange for and/or attend the funeral of a member of the employee's immediate family. For the purpose of this section, an employee's immediate family shall include father, mother, brother, sister, spouse, child, step-child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, or any other person residing in the household of the employee.

Section 27.2. At the discretion of the Safety Service Director, additional funeral leave, charged to accumulated sick leave, may be granted.

ARTICLE 28
INJURY LEAVE

Section 28.1. An employee who suffers a service-connected injury or illness incurred in the course of and arising out of employment with the City shall be eligible for injury leave. Employees will be eligible for injury leave with pay from the first day of absence, for all work days missed in which they submit a physician's statement stating they were unable to perform the essential functions of their position because of a work related injury or illness. Injury leave shall be available for up to one hundred twenty [120] calendar days. This one hundred twenty [120] calendar days' paid leave is fully paid by the City, and is in lieu of Workers' Compensation. An employee who applies for injury leave will apply to BWC for medical benefits only, and not lost income benefits. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave, or the leave may be extended at the discretion of the City. During the one hundred twenty [120] calendar days' absence the employee shall not be charged sick time.

Section 28.2. During any such period of injury leave the employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time. Once Workers' Compensation begins making payments (after the one hundred twenty [120] calendar days, per Section 28.1 above) to the employee for lost wages, the employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. The maximum period for injury leave (both wage replacement by the City and BWC payments) shall not exceed twelve (12) months.

Section 28.3. Injury leave will only be paid up to a total of one hundred twenty [120] calendar days for the same accidental occurrence resulting in injury/illness to the employee.

Section 28.4. The employee shall return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer with written permission from the employee's attending physician. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this article shall be at the Employer's expense.

ARTICLE 29
JURY LEAVE

Section 29.1. An employee subpoenaed for the court by the United States, the state of Ohio, or a political subdivision for jury duty, or if subpoenaed as an employee for the City for work-related events arising out of the normal workday, shall be compensated for such service.

Section 29.2. If an employee is released from court after attending for the reasons listed in Section 1, on any workday when three (3) or more hours remain in his or her normal workday at the time of release, the employee shall then report for work.

Section 29.3. All jury compensation received by an employee as a result of Section 29.1 shall be remitted by the employee to the City.

ARTICLE 30
PERSONAL UNPAID LEAVE

Section 30.1. Employees may be granted a personal unpaid leave after exhausting sick leave, vacation, and other accrued benefit time. A personal unpaid leave of absence is solely a matter of administrative discretion. A personal leave of absence without pay for a period not to exceed thirty (30) calendar days may be granted for reasons subject to the prior approval of the Safety Service Director provided the employee can be spared from the position for the period of such leave without the necessity of a replacement. An employee shall not engage in gainful employment either in the services of another employer or through self-employment while on a leave of absence from the City.

An employee shall be entitled to credit for continuous service while on an unpaid leave of absence, but shall not be entitled to accrue any benefits other than insurance benefits as described in Article 22 during the period of such leave. There shall not be a loss of seniority during such leave.

Section 30.2. An employee may be permitted to return from a leave of absence prior to its expiration only with the approval of the Safety Service Director.

Section 30.3. If an employee fails to return from leave upon the expiration of the leave, the City may consider the employee's failure to return as job abandonment and may permanently remove the employee from the position.

Section 30.4. The City shall place an employee returning from a leave of absence in the same or similar classification from which the employee took leave.

ARTICLE 31
MEDICAL LEAVE OF ABSENCE

Section 31.1. Employees absent due to non-occupational injury or illness shall be granted a leave of absence after paid sick leave has expired. Upon return from such leave, the employee will be reinstated in his or her old position or one of equal grade with no loss of seniority. The City shall continue to pay the health insurance premiums while the employee is off on paid leave. Unpaid medical leaves of absence shall not exceed a period of twelve (12) months.

Section 31.2. Employees who have been employed for at least twelve (12) months and who have completed at least one thousand two hundred fifty [1,250] hours of service with the City during the previous twelve (12) months before the leave commences shall be eligible for Family and Medical Leave (FML).

Eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backwards from the date on which the employee uses FML. FML may be used for the following reasons:

- A. Because of the birth of a son or daughter of the employee or placement of a son or daughter with the employee for adoption or foster care.
- B. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or *in loco parentis* has a serious health condition.
- C. Because of a serious health condition that makes the employee unable to perform any of the essential functions of the employee's position.

The period of FML shall not include any period of sick leave, vacation, paid leave, or unpaid leave of absence taken due to the above qualifying events.

ARTICLE 32 **MILITARY LEAVE**

Section 32.1. All employees who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia or members of other reserve components of the armed forces of the United States are entitled to a leave of absence from their respective duties for such time as they are in the military service on field training or active duty for periods not to exceed one hundred seventy-six [176] hours in one (1) calendar year.

Section 32.2. The employee will be paid the employee's normal rate of pay for all workdays missed (up to the maximum of one hundred seventy-six [176] hours).

Section 32.3. The employee must submit a copy of the military orders to the City in order to be granted a military leave and to receive payment by the City during such leave.

Section 32.4. Employees who are members of those components listed above (32.1) and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States or an act of Congress are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

- A. the difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month.
- B. five hundred dollars (\$500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

ARTICLE 33
UNIFORMS AND EQUIPMENT

Section 33.1. The City shall provide and maintain eleven (11) sets of uniforms for each employee. The City shall follow IRS regulations in deciding the appropriate uniforms to be provided. Should IRS regulations change as to what uniform constitutes tax-free status, the City shall have authority and attempt to change the uniform to meet IRS requirements. The City shall provide rubber boots, gloves, and rain gear for those employees required to work outside. The City shall also provide tools and other equipment necessary for employees to perform their assigned work, if such tools and equipment are required by the City. Employees provided with uniforms are required to wear such uniforms during working hours at all times. Except for an emergency and/or coming to and from work, City uniforms shall not be worn outside the employees' working hours.

Section 33.2. The City will provide each employee, with the first pay check of February each year, a check in the amount of two hundred dollars (\$200.00) for work clothing not provided by the City. If the City requires employees to wear ANSI or equivalent approved boots, the City will reimburse employees up to one hundred fifty dollars (\$150.00) per year.

Section 33.3. The City shall reimburse employees for the cost of prescription safety glasses up to seventy-five dollars (\$75.00) every two (2) years, payable upon receipt.

Section 33.4. The City will provide any new tools necessary for the Mechanic. Any tools purchased shall be the property of the City. The City will provide insurance for the Mechanics' tools.

ARTICLE 34
TRAINING AND EDUCATION

Section 34.1. Required Training.

- A. Whenever employees are required to attend work-related training sessions, they shall be given time off from work with pay to attend such programs, including any FLSA allowable travel time needed. Any reasonable costs incurred in such training shall be paid by the City, provided that they have been approved in advance. The City shall continue to provide a vehicle for this purpose, or shall pay the standard mileage reimbursement for the use of the employee's personal vehicle.
- B. Bargaining unit members must meet all accreditation, licensure, or certification requirements of the classification in which they hold. If accreditation, licensure, or certification requirements of a classification require continuing education or training, or if said requirements change during the term of this Agreement, the bargaining unit member thus affected must meet all such requirements as soon as practical.
- C. Employees attending work-related training sessions to obtain certification and/or licensure which is a requirement to hold a position, as provided in (B) above, will not have such hours in attendance counted as hours worked for the purpose of computing entitlement to overtime

or any other purpose. Employees attending such work-related training shall be paid at the employee's straight time hourly rate.

Section 34.2. Non-Required Training.

- A. The City will make reasonable efforts to provide employees with on-the-job training to prepare them to perform work in positions within the bargaining unit to which they are, or may be assigned.
- B. Employees will make reasonable efforts to acquire and maintain the skills required for the performance of work in positions within the bargaining unit to which they are, or may be, assigned.
- C. Once the Safety Service Director has approved training/testing, regardless if it's required or not, for a water/sewer license, the City will pay according to the license that has been obtained. An approval form must be submitted and approved by the Safety Service Director before training/testing begins. A copy will be given to the employee.

Section 34.3. Educational Reimbursement.

- A. Upon written request, the City may approve the reimbursement of an employee's expenses incurred in obtaining additional education or training in an area or field related to the employee's job, including licensing expenses incurred if the license involved is required by the state of Ohio or enhances the City's ability to stay ahead of mandated legislation. This shall include renewal of existing licensing and CDLs. The employee must provide verification of attendance of the training to be reimbursed. Expenses will not be approved under this section for training, renewal of licenses or certifications, after the City has paid once and the employee has failed. If the City reimburses an employee for a new license or certificate under this section, such employee must maintain employment with the City for one (1) full year after such reimbursement, or repay the City, on a pro rata basis, the cost of such reimbursement. Such reimbursement on the part of the employee shall be negated if the employee is non-voluntarily separated from their classification.
- B. No such reimbursement shall be permitted unless the employee obtains approval thereof before incurring such expenses.

ARTICLE 35

RESIDENCY REQUIREMENTS

Section 35.1. Residency. Residency for all bargaining unit members shall be Ottawa County or any of the contiguous counties.

ARTICLE 36

ASSIGNMENT OF OTHER EMPLOYEES TO BARGAINING UNIT WORK

Section 36.1. The City shall not assign other City employees not covered by this Agreement to perform bargaining unit work if the assignment of other City employees to perform such work would

result in the layoff of or loss of earning opportunities for bargaining unit employees. This provision shall not apply in the case of extraordinary circumstances.

Section 36.2. The City shall not employ seasonal employees in such a manner as to cause the layoff, permanent displacement, or loss of earning opportunities of employees covered by this Agreement.

Section 36.3. Seasonal employees shall be limited to periods of short duration specific to the seasonal function. Seasonal employees shall be limited to only those functions which they have performed in the past. All bargaining unit employees must be recalled before seasonal employees are used.

Section 36.4. No casual shall be allowed to perform any work covered by this Agreement. Temporary appointments not to exceed six (6) months to cover employee absences shall be permitted. All bargaining unit employees must be recalled before temporary employees are used.

ARTICLE 37
WAIVER IN CASE OF EMERGENCY

Section 37.1. In cases of a publicly declared emergency by the President of the United States, the Governor of the state of Ohio, the Federal or State Legislature, the County Sheriff, the County Disaster Services Director or the mayor, due to an act of God, natural disaster, civil disorder, or national or local emergency, the following conditions of this Agreement may be suspended:

- A. Time limits for the Employer's or the Union's replies on grievances.
- B. Provisions of this Agreement relating to the assignment of employees.

Section 37.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed.

Section 37.3. In the event an employee is called upon to perform work during such emergency, the employee's wages or entitlement to overtime compensation shall not be adversely affected thereby.

ARTICLE 38
SAVINGS CLAUSE

Section 38.1. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in force and effect.

ARTICLE 39
DURATION OF AGREEMENT

Section 39.1. This Agreement represents the total and complete agreement on all matters subject to bargaining between the City and the Union and shall be effective as of signing, and shall remain in full force and effect until August 31, 2018. This Agreement shall be renewed automatically on its termination date for another year in the form in which it has been written unless one of the parties gives written notice as provided herein.

Section 39.2. If either party desires to modify, amend, or terminate this Agreement, they shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receipt of the notice of intent.

Section 39.3. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Employer and the Union for the life of this Agreement voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in Agreement, unless determined by SERB to be a mandatory subject of bargaining.

Section 39.4. However, nothing in this Article shall preclude the parties from mutually agreeing to amend, clarify or modify this Agreement, provided such amendment, clarification and/or modification is consistent with SERB, reduced to writing and approved by both parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands this
19th day of JANUARY, 2016.

FOR THE CITY OF PORT CLINTON,
OHIO



Mayor



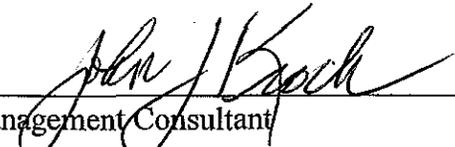
Director of Service and Safety

APPROVED AS TO FORM:



Law Director

APPROVED AS TO CONTENT:

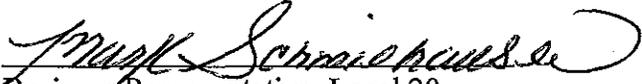


Management Consultant

FOR THE TEAMSTERS LOCAL 20:



President, Teamsters Local 20



Business Representative, Local 20



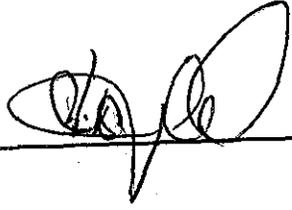
Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

LETTER OF UNDERSTANDING

Each bargaining unit employee will receive a \$300.00 signing bonus by separate direct deposit on January 14, 2016.



Mark Schmeisser

Dan Booth

MEMORANDUM OF UNDERSTANDING

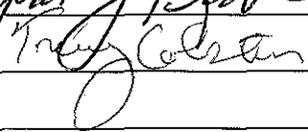
The undersigned parties agree that any full-time employee that is a member of this bargaining unit as of December 12, 2000 can continue to also be a member of the City of Port Clinton Fire Department and/or the City of Port Clinton Emergency Ambulance Department.

The parties further agree to the following:

1. The aforementioned employees would only be allowed to be scheduled for Fire/EMS duty during their regular shift if the Fire Chief or EMS Coordinator cannot find sufficient staff to man the required number of fire apparatus or squads, and in the case of an unscheduled fire occurrence or EMS occurrence they would not be allowed to respond until a second request for manpower was issued.
2. These employees will receive their regular rate of pay when responding to EMS and/or fire calls during and/or after their regular scheduled hours. However, the hours worked as an EMT and/or a fireman will not count as hours worked for the purpose of overtime under the terms of the Collective Bargaining Agreement between the parties. These employees will receive overtime (as required by the Fair Labor Standards Act) when the number of hours they actually work as a regular City employee and the hours worked as an EMT and/or fireman exceed 40 hours in the seven (7) day work period. (Hours in active pay status do not count as worked when computing overtime for EMT and/or fireman.) The City will not be required to pay overtime twice for the same hours.
3. When these employees are fulfilling the duties of an EMT and/or fireman they will not be subject to representation by the Teamsters Local 20. These duties are not to be considered part of their regular full-time duties, and therefore, not subject to the terms of the Agreement between the parties.
4. Employees hired after December 12, 2000 will not be eligible to also become members of the Port Clinton Fire and/or Emergency Ambulance Departments.
5. These employees must recognize their duties as a regular City employee will always be considered to have first priority during emergency situations that require response from more than one department (e.g., blizzard, tornado, gas leak).

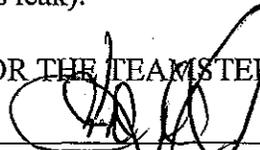
FOR THE CITY OF PORT CLINTON:

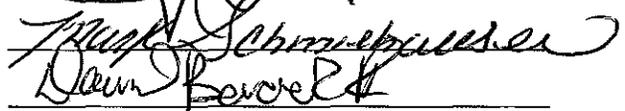




Date Signed: 1-19-16

FOR THE TEAMSTERS, LOCAL 20:





Letter of Understanding City of Port Clinton Driving Guidelines

In order to manage the potential liability from licensed motor vehicle operations for the City, the Safety Service Director will implement the following guidelines to determine who is an acceptable operator of the City's licensed vehicles and equipment. Employees that are determined unacceptable according to the following guidelines will not be permitted to operate a licensed motor vehicle on public roadways until such time as they can meet the acceptability criteria described below.

Screening of Motor Vehicle Reports (MVR)

City employees will not be required to report motor vehicle accidents or citations that occur outside the scope of employment with the exception of those that result in the suspension of the employee's driver's license.

Accidents and violations occurring while the employee is driving on behalf of the City must be reported to the Safety Service Director immediately for liability purposes. Any accident involving a City vehicle or damage to City property must be reported whether on City time or personal time. These reports will not be used to assess points to the employee, only for tracking losses to City property and filing of insurance claims on the City's behalf.

Motor Vehicle Reports will be run on all employees on an annual basis in the month of October for those employees that are furnished regular use of City licensed vehicles. Only in cases where accidents are reported to the Safety Service Director, will MVR's be run more frequently at the Director's discretion to adequately protect the City's liability. Drivers placed on a "watch" basis will have their MVR reviewed on a quarterly basis (see below).

Obtaining Motor Vehicle Reports

The Safety Service Director will obtain MVR's through the City's insurance provider when necessary to be reviewed.

Employees may, at their option, refuse to sign the Fair Credit Reporting Disclosure that authorizes the City to obtain the employee's MVR. If refusing to allow the City to access their information in the State of Ohio database, the employee must provide the City, at the employee's cost, with an original copy of their MVR from the Ohio Bureau of Motor Vehicles within ten (10) business days of the City's request for such information. Such requests will be made of the employee as frequently as would be otherwise if the City were obtaining the information directly.

Determining Acceptable Drivers

The following criteria will be used to determine if the employee is an acceptable operator of such equipment or if the employee poses an increase risk to the City's potential liability. In all cases the information shown on the MVR provided to the City will be used for determining acceptability:

**Letter of Understanding
City of Port Clinton Driving Guidelines
(continued)**

CATEGORY A	
0 violations/0 accidents	Acceptable
1 moving violation	Acceptable
2 moving violations	Borderline
3 moving violations	Unacceptable
1 at-fault accident	Acceptable
2 at-fault accidents	Borderline
Combination of 1 moving violation/1 at-fault accident	Borderline
Combination of 2+ moving violations/1 at-fault accident	Unacceptable
CATEGORY B	
Driving under the influence of drugs or alcohol	Unacceptable
Refusal to submit to a blood alcohol or breathalyzer test	Unacceptable
Driving while impaired	Unacceptable
Reckless Operation	Unacceptable
Current license suspension or revocation	Unacceptable
Felony violation involving the use of motor vehicle	Unacceptable
Hit and run violation	Unacceptable
Fleeing or eluding a police officer	Unacceptable
Expired license	Unacceptable

Only the Motor Vehicle Reports generated from the Ohio Department of Motor Vehicles and the insurance company's own claims history with the City will be used to determine insurability. Accidents and violations subject to O.R.C. 3937.41(D) will not be part of the insurability determination.

All violations/accidents arising from a single incident shall be considered one (1) violation.

Permitted Drivers on "Watch" Basis

The administration, in conjunction with the City's insurance provider, reserves the right to place an employee on a "watch" basis. The "watch" basis will be used for those employees who otherwise would be deemed unacceptable, except that one (1) or more violations making them unacceptable is due to fall outside of the thirty-six (36) month window within the next ten (10) months. No employee may be placed on a "watch" basis for longer than ten (10) months. This section only applies to the items listed under the Category A section listed above.

Drivers on a "watch" basis will have their MVR reviewed on a quarterly basis in accordance with the above guidelines.

Example: An employee is cited for two (2) at-fault accidents in January of 2001 and another in July of 2003, making him unacceptable. No other violations/accidents are on the MVR. The driver would be placed on a "watch" basis from July 2003 until his/her first accident comes off the MVR in

MEMORANDUM OF UNDERSTANDING

Seasonal Employees

In an effort to further define and clarify Article 36, Section 36.3: Seasonal Employees, Local 20 proposes the following:

Add: Seasonal employees may be used Monday thru Friday in the City Service Department (based at the City Garage) from May 1st thru Labor Day.

In the event that the City should need to use a seasonal employee outside the agreed upon period, and solely for the purpose of leaf pick up, the City must inform the Chief Steward at least 1 week in advance. The season for leaf pick up is recognized as being late fall. For the purpose of this section, the leaf pick up season for the use of seasonal employees shall be limited from October 15 until leaf pick up is completed. In no way is this agreement intended for the City to utilize seasonal employees other than for leaf pick up.

Student Program

The City may utilize a local High School student at the City Hall Service Department. The City further has the ability to utilize the same student for more than one school year. The student may work the entire calendar year including the summer break. Additionally, the student may remain after graduation into that summer period, so long as the City replaces the student with a new High School student at the beginning of the next school year.

FOR THE CITY OF PORT CLINTON:

John J. Beck

Gregory Coleman

FOR THE TEAMSTERS, LOCAL 20:

Mark Schmeckel
Daniel B. ...

Date Signed: 1-19-16

**Letter of Understanding
City of Port Clinton Driving Guidelines
(continued)**

January of 2004 (six [6] months).

Unacceptable Drivers

Employees who, following the above criteria, are determined to be unacceptable as drivers of City vehicles, will not be permitted to operate licensed motor vehicles on public roadways. At such time that the employee can again be deemed acceptable according to the above guidelines, the employee will be permitted to operate licensed motor vehicles in accordance with standing workplace rules and safety regulations.

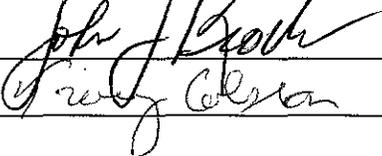
The City will provide one (1) non-driving position for any bargaining unit employee that has been deemed "unacceptable." Such employees deemed "unacceptable" will be paid at the appropriate pay range until they are deemed acceptable under these driving guidelines (this non-driving position will only be available to any unacceptable driver for a period not to exceed 36 months).

At his sole discretion, the Safety Service Director may consider more than one (1) non-driving position if the Union and/or employee can justify the need for more than one (1) driving position.

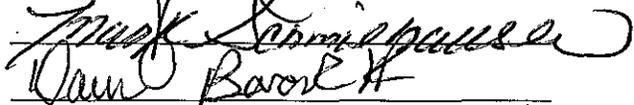
Non-driving positions shall be available on a seniority basis.

The Safety Service Director, at the annual review period or upon the employee's request, shall review the Motor Vehicle Report to determine if the employee can be classified as acceptable.

FOR THE CITY OF PORT CLINTON:



FOR THE TEAMSTERS, LOCAL 20:

Date Signed: 1-19-16
