

## Contract Changes - Revised

3.1 The Employer agrees that it has and will continue to recognize the Union as exclusive representative for negotiating wages and salaries, hours of work, and other terms and conditions of employment for all full-time Laborers, Automotive Mechanics I, Automotive Mechanics II, ~~Fire Hydrant Mechanic~~, Truck Driver, Special Equipment Operator, Printer, Traffic Light Technician, Sign Painter, Maintenance Specialist, Body Repairmen-Painter I, Body Repairmen-Painter II, Service Center Personnel, and Parts Expediter, excluding all part-time, seasonal, temporary, and probationary employees and all other employees not employed in classifications listed in this article.

13.2 Neither the Union nor any member of the bargaining unit, for the duration of this Agreement, shall directly call or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted sick leave, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Article shall be sufficient grounds for discipline.

16.2 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service and may accumulate such sick leave without limit.

Employees shall have the option of converting up to eighty (80) hours sick leave earned within the calendar year at the employee's then current rate of pay at the rate of two (2) hours of sick leave for one (1) hour of pay. The conversion must be requested in writing on the City required form on or before November 30th. ~~The two (2) for one (1) sick leave buy-back will not be paid out (cashed out) effective August 1, 2010 until December 1, 2012 for the 2012 calendar year.~~

16.9 All full-time employees covered by this Agreement who complete a three (3) month period from June 1 to August 31, September 1 to November 30, December 1 to February 28/29 and/or from March 1 to May 31 without using any sick time shall receive twelve (12) hours supplemental vacation time per three (3) month period. This time 1) may be traded for cash at the current wage rate on December 1 of each year; 2) the employee may elect to put the bonus vacation in his/hers bonus vacation account to be used only as vacation time (unless paid out upon the employee's death or termination of employment) subject to the City's needs; or 3) the supervisor shall schedule this supplemental vacation for the date or dates requested upon one (1) week's written notice as requested by the employee during the next succeeding one (1) year period (December 1 to November 30). Absence from work due to holiday leave, vacation leave, funeral leave, jury duty, witness service, military leave, compensatory time, approved Union conference leave, or up to thirty (30) days per three (3) month period due to the initial disability of an employee, whose on the job injury occurring that three (3) month period has been approved by the City, will not disqualify an employee from this payment. ~~Effective December 1, 2011, the sick leave bonus attendance that is awarded quarterly shall be paid (cashed out) during the term of this Agreement in December 2012 and thereafter.~~

18.1 All full-time employees shall receive the following paid Holidays:

New Year's Day

Presidents Day

Good Friday

Memorial Day

Independence Day

Labor Day

Birthday

Personal Days - Two (2)

Thanksgiving Day

Day After Thanksgiving

Veterans Day

Christmas

Columbus Day

If employees birthday falls on a Tuesday or Wednesday, they may elect to use their birthday on the preceding Monday. If their birthday falls on a Thursday, Saturday the employee may elect to use their birthday on Friday, or employee can take their actual day off.

29.2 In order for such an injury to be compensable under this Section, the incident of injury must be reported in writing to a supervisor as soon as possible but no later than twenty-four (24) hours after the incident causing the injury even if the injury itself does not immediately develop or appear serious. Should the employee not be at work, the initial report shall be made to the oncall supervisor and/or dispatcher within twenty-four (24) hours of the incident causing the injury with a written report to follow as soon as possible. The benefits shall commence upon the seventh (7th) day from the start of such period of disability and shall continue for a period of six (6) months from the date if the injury occurred through the negligence of some third party and without the contributing negligence of the employee. Otherwise on the job injury benefits shall commence twenty (20) days from the start of the disability.

35.1 For the purpose of these provisions a "vacancy" is defined as the City determining to fill a particular job listed in Appendix A. Whenever a vacancy occurs within the bargaining unit, notice of such vacancy shall be posted by the City for a period of at least five (5) consecutive work days, not including the date of posting. During the posting period anyone may apply for the vacant position by submitting a written application on a form provided by the City, to the person designated in the posting for receipt of the application. Postings shall contain the requirements of the job, scheduled hours, and the rate of pay. Selection of a successful bidder will be made ten (10) days after the five (5) day posting period.

All applications filed in a timely manner will be reviewed by the City. The job shall be awarded to the applicant deemed qualified by the City after considering the following: (a) length of continuous service with the City, (b) unexcused absence within the last twenty-four (24) months, (c) prior performance at work and any prior documented discipline within the last thirty-six (36) months, (d) skill and ability to perform the duties of the vacant job, (e) any job training, and (f) licensing when required. When factors (b) through (f) are relatively equal, seniority shall prevail. ~~Skill and ability for Operators and Automotive Mechanics positions will be measured by civil service testing.~~ Assignments will be made within thirty (30) days after the selection of the successful bidder has been made. If there are no applicants deemed qualified by the City, the job may be filled by hiring from outside the bargaining unit. When promoting from within the Bargaining Unit, the employee should have additional job training made available to enhance their skill set. The City may elect to outsource this additional training if needed.