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10-MED-10-1626  
0039-01  
K27904

**AGREEMENT**

**BETWEEN**

**THE CITY OF LIMA**

**and**

**THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, OHIO COUNCIL 8**

**LOCAL 1002, AFL-CIO**

**SERB CASE NO. 2010-MED-10-1626**

**Effective**

**January 1, 2011 – December 31, 2013**

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**ARTICLE 1**  
**PREAMBLE**

**Section 1.01.** This Agreement is hereby entered into by and between the City of Lima, Ohio hereinafter referred to as the “Employer” and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 1002, AFL-CIO, hereinafter referred to as the “Union.”

**ARTICLE 2**  
**RECOGNITION**

**Section 2.01.** The Employer hereby recognizes the Union as the sole and exclusive representative with respect to wages, hours and other terms and conditions of employment, as provided by Ohio Revised Code, Chapter 4117, Public Employees Collective Bargaining Law, for all full-time and regular part-time employees occupying positions listed in Appendix B. All casual, part-time, seasonal, temporary employees and all other employees are excluded from the bargaining unit.

**Section 2.02.** In the event that a new position is created within the Departments covered by this Agreement, the Employer shall assign the position to a class title deemed most appropriate by the Employer, and shall determine whether the new position will be included or excluded from the bargaining unit. Prior to filling the new position, the Employer shall inform the Union in writing of its decision. If the Union disputes the Employer’s decision of bargaining unit status, the parties shall meet within seven (7) calendar days from the Union’s notification to the Employer. If the parties fail to agree on the determination of bargaining unit status, the dispute shall be submitted to the State Employment Relations Board (SERB) for determination via its lawful procedures.

**ARTICLE 3**  
**MANAGEMENTS RIGHTS**

**Section 3.01.** Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, transfer, discharge or suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or sub-contract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or

entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities; 16) take such actions as are necessary to maintain and improve the efficiency and effectiveness of governmental operations.

**Section 3.02.** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

#### **ARTICLE 4** **UNION SECURITY**

**Section 4.01.** The express provisions of this Agreement may be changed or amended only by mutual agreement between the parties, reduced to writing and signed by the authorized representatives of the parties.

**Section 4.02.** No other organization nor anyone representing management shall, during the term of this Agreement, represent employees covered by this Agreement, or take any vote of these employees regarding wages, hours, working conditions or any other matter covered by this Agreement.

#### **ARTICLE 5** **NO STRIKE**

**Section 5.01.** The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer during the term of this Agreement, except as prescribed by law.

The above no strike provision shall not be applicable to any legal strike conducted in accordance with Ohio Revised Code Section 4117.14 (D) (2) during any reopening of negotiations as authorized herein.

**Section 5.02.** In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

**Section 5.03.** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, institute, cause, aid or condone any lock-out of members of the bargaining unit during the term of this Agreement, except as prescribed by law.

## **ARTICLE 6** **NONDISCRIMINATION**

**Section 6.01.** Both the Employer and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, The Americans with Disabilities Act, the Pregnancy Discrimination Act, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability, or military status.

**Section 6.02.** The Employer recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the Employer against any employee or any applicant for employment, because of Union membership or because of any lawful activity in an official capacity on behalf of the Union, nor shall the Union practice discrimination, coercion, interference, or reprisal against any employee or applicant for employment choosing not to join the Union.

## **ARTICLE 7** **DUES DEDUCTION**

**Section 7.01.** The Employer shall deduct Union dues in accordance with the Authorization For Payroll Deduction, provided that at the time of such deduction there is in the possession of the Employer a current written authorization, executed by the employee.

**Section 7.02.** Previously signed and not withdrawn written authorizations shall continue to be effective as to current employees and as to reinstated employees.

**Section 7.03.** The Employer shall deduct current dues from the pay of employees each pay period in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such deduction shall be deducted from the immediately subsequent pay period. It is also agreed that neither the Union nor any employee shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within sixty (60) calendar days after the date such error is claimed. If it is found an error was made, it will be corrected at the next pay period.

**Section 7.04.** All sums deducted by the Employer shall be remitted to the Treasurer of the Union at the Auditor's Office, not later than the 20th day of the calendar month in which such deductions are

made. Each pay period the Union will be provided with a list of employees, their addresses and the amount of dues being withheld from their paychecks. The amount of dues deducted each pay period shall be one (1) times each employee's hourly rate of pay. All changes in hourly rates of employees shall be reflected in the dues deductions in the month following the change.

**Section 7.05.** The Employer's obligation to make deductions shall terminate automatically upon timely receipt of withdrawal of authorization because of termination of employment or permanent transfer to a job classification outside the bargaining unit. Upon the Employer's receipt of such withdrawal notice, the Employer will immediately notify the Union of such notice, prior to processing the withdrawal request.

**Section 7.06.** In the event the Union requests the Employer to deduct monies in excess of one (1) times each employee's hourly rate, including any reinstatement fees, such request shall be effective only upon written notice by the Union that the additional amounts have been authorized.

**Section 7.07.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for purposes of complying with any of the provisions of this Article.

## **ARTICLE 8** **FAIR SHARE FEE**

**Section 8.01.** Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay a fair share fee shall commence on the later of:

- A. The first day of the pay period following execution of this Agreement for each employee who has been employed for more than sixty (60) days; or
- B. The first day of the pay period following the pay period in which the employee completes his sixty-first (61st) day of employment.

**Section 8.02.** Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee.

**Section 8.03.** Fair share fee deductions and transmittals shall be made in the same manner provided by this Agreement for regular dues deductions. The Employer shall provide the Union an alphabetical list of the names and address of each employee on whose account a fair share fee was deducted the previous month, including the amount of the deduction.

**Section 8.04.** Fair share fees shall not exceed regular Union dues. Fair share fees shall not include expenses which do not arise, directly, out of the Union's duty of fair representation to the employees governed by this Agreement. Fair share fees shall be deducted in amounts determined by the Union

in accordance with the provisions of the Union's most current rebate procedure. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 8.05.** The Employer's obligation to deduct fair share fees is contingent upon:

- A. The Union's fulfillment, on the behalf of each non-member, bargaining unit employee, of each obligation established in the Union's most current rebate procedure.
- B. Maintenance of a constitutionally adequate challenge and rebate procedure as provided in the Union's most current rebate procedure.

**Section 8.06.** The Union may amend the rebate procedure by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after actual receipt of the amendments by the Employer.

**Section 8.07.** The Employer may, at any time, seek judicial review of any provision of this Article.

**Section 8.08.** The Union warrants and guarantees that no provision of this Article violates the laws or constitutions of either the United States of America or the State of Ohio. The Employer's financial liability under this Article is limited to deduction and transmittal of fair share fees. The Union shall indemnify, save and hold the Employer harmless from any claim, action or proceeding brought by any person or entity arising out of deductions made by the Employer pursuant to this Article.

**Section 8.09.** This Article contains the entire Agreement between the Union and the Employer regarding fair share fees. All other agreements, whether written or oral, prior or contemporaneous, are void. This Article may not be amended except by writing signed by both the Employer and the Union.

## **ARTICLE 9**

### **LABOR-MANAGEMENT RELATIONS**

**Section 9.01.** The Mayor or his designee and other members of management, not to exceed five (5) representatives, shall meet with designated representatives of the Union, not to exceed (5) representatives, to discuss pending problems and to promote a more harmonious relationship between the Union and the Employer. It is agreed that Labor-Management meetings shall be held when requested by either party. When meetings have been requested they shall be convened within fifteen (15) workdays.

**Section 9.02.** An agenda will be furnished to all parties scheduled to attend, by the party requesting the meeting, at least five (5) work days in advance of the scheduled meeting with a list of the matters

to be discussed at the meeting. Items not included on the agenda may be discussed at the meeting upon mutual agreement of the parties.

**Section 9.03.** The purpose of such meeting(s) shall be to:

- A. Discuss the administration of this agreement;
- B. Notify the Union of proposed changes being considered by management which would effect members of the bargaining unit as required by this Agreement;
- C. Jointly discuss the need for upgrading the current employees, in terms of providing and/or identifying training and educational opportunities to meet future needs and programs of the Employer;
- D. Discuss grievances which may have been processed beyond the Department Head level of the Grievance Procedure;
- E. Disseminate general information of interest to the parties;
- F. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
- G. Review and formulate the safety and health programs and make recommendations to the appropriate Department Head;
- H. Review and discuss and report on the various safety items and activities;
- I. Review and analyze Federal and State standards or regulations which effect the Employer, as required by this Agreement;
- J. Review and act upon matters referred to them by the employees or the Employer;
- K. Review problems concerning health and safety and make recommendations to the appropriate Department Head regarding any protective equipment, devices or clothing, examinations or other related items deemed necessary;
- L. Discuss and address issues involving productivity, quality of work or other issues related to work product;
- M. Discuss and address changes necessitated by the Competitive Reorganization Plan, Department of Utilities; and
- N. Discuss and address changes to Inspector positions in the Public Works Department.

Agreements or courses of action agreed upon at such meetings shall be implemented by the parties as soon as feasible following the meeting.

## **ARTICLE 10** **SAFETY**

**Section 10.01.** The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable laws and regulations relating to the safety and health of its employees. It is understood that all matters requiring immediate correction will be brought to the attention of the Supervisor by the employee and/or the Union.

**Section 10.02.** The Union agrees to share the responsibility in the development and maintaining of a safe work place for all employees in compliance with applicable laws and regulations relating to the safety and health of the Employer's employees. In view of the agreed shared responsibility for developing and maintaining a safe work place, the Employer acknowledges its obligation to arrange for, schedule and conduct regularly scheduled Division Safety Meetings determined by the Employer to be necessary for maintaining safety standards. The Union acknowledges the need for the Employer to call on the operational expertise of its employees, when needed, to present part of or all of a particular safety meeting, when it is determined that an employee may possess knowledge of a particular aspect of safe operations.

**Section 10.03.** Formal recognition of equipment defects and/or safety problems shall be reported in writing, on the standard safety form (triplicate form), to the immediate Supervisor by the employee or Union. Any corrective action, if deemed necessary by the Supervisor shall be taken as soon as possible. If the Supervisor determines that corrective action is necessary, he shall tag the equipment in accordance with applicable procedures. If the Supervisor determines that corrective action is not necessary, the employee may refer the request IMMEDIATELY to the Safety Committee, which shall consist of the Chief Steward, the Department Safety Officer and the City's Risk Manager.

Any Safety Committee member may request that an employee(s) may be released if necessary to add to the information necessary in an attempt to resolve the equipment defect or safety problem.

The City agrees to post at each Division, the current names of the Department Safety Officer and the City's Risk Manager.

The Safety Committee shall inspect the piece of equipment or safety hazard in question within seventy-two (72) hours after receiving notification and shall make a final decision on the action, if any, to be taken within twenty-four (24) hours after inspection. The determination of usage of any equipment during the time period between the submission of the safety form to the Supervisor and the decision of the Safety Committee shall be the responsibility of the Supervisor and the Department Safety Officer.

**Section 10.04.** When a safety or training meeting is scheduled and the Employer determines it to be of prime importance for all employees, either a meeting will be scheduled for employees on all shifts or personnel not scheduled to work will be paid to attend. Minimum call-in pay will not apply for such meetings.

**Section 10.05.** An employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Department Safety Officer and Safety Committee, who will advise the Employer whether they believe any corrective action is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Department Safety Officer and Safety Committee are advisory only, and shall not bind the Employer from taking appropriate discipline for an unjust refusal to perform work or prevent the employee(s) from filing a safety complaint or grievance.

**Section 10.06.** When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when applicable regulations specifically require engineering and work practice controls. The equipment provided must meet the requirements of any applicable regulations or agencies referred to by such regulations. 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 10.07.** Employee exposure records and accident reports shall be made available to the employee who is the subject of the record or to his designated representative. Employee medical records shall be made available to the employee and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

## **ARTICLE 11** **HOURS OF WORK**

**Section 11.01.** Eight (8) or ten (10) hours per day, depending on the work schedule, and forty (40) hours per week, performed on Monday through Friday, both days inclusive, shall constitute a week's work for employees in the bargaining unit except for employees on regularly scheduled shift operations. Forty (40) hours per week shall constitute a week's work for employees on regularly scheduled shift operations. The work week for scheduled shift operators shall begin at 12:01 a.m. Sunday and run to 12:00 midnight the following Saturday.

**Section 11.02.** The Employer shall designate the starting and quitting times of each shift; the lunch and rest periods of each shift; and may stagger such times as between groups of employees or individuals within a Department. Any proposed changes from present practice will be discussed with the Union. Working hours may be temporarily changed not to exceed seven (7) days, and such

changes shall be assigned by seniority preference. Under these conditions, if an insufficient number of employees volunteer, the least senior employee in the class will be assigned.

**Section 11.03.** If a change in work schedules is mandated by changing conditions, the Union and the Employer will meet to discuss the proposed changes. Following the meeting between the Employer and the Union, the new shift will then be posted for a period of seven (7) days. If an insufficient number of employees volunteer for the shift, the least senior employees in the class will be assigned.

**Section 11.04.** The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. There shall be no split shifts assigned.

**Section 11.05.** Any time a member of the bargaining unit reports for work and is then reassigned to work a different shift, he shall work a minimum of four (4) hours before the reassignment is effective. It is understood this will result in four (4) hours of overtime.

**Section 11.06.** Each employee in the bargaining unit shall be accorded the time and opportunity for one (1) fifteen (15) minute work break during each four (4) hour working period. A similar break shall also be provided for each four (4) hour period the employee works overtime.

## **ARTICLE 12** **OVERTIME WORK, CALL-IN, AND COMPENSATION**

### **Section 12.01.**

- A. When an employee is called for overtime for call-out purposes, the Employer's responsibility to contact the employee ends when there is no answer or a recorded message on the first attempt. The employee will not be charged for refusal of overtime.
- B. Employees must furnish the Employer a current phone number to be on the overtime call-out list.
- C. Employees who are on paid leave (i.e., vacation, holidays, personal days, etc.) shall not be called for overtime work except under emergency conditions as determined by the Department Head.

**Section 12.02.** All work performed in excess of 40 hours in one work week (or in excess of eight (8) or ten (10) hours in the work day, or in excess of any other mutually agreed work day, depending on the work schedule) shall constitute overtime work and shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay. For purposes of overtime calculation only, work performed shall be defined as hours worked and hours on approved paid leave (including vacation, compensatory time, holiday, disability compensation as provided in Article 18 herein, funeral leave (i.e., Section 21.01), personal leave, and approved union time but excluding sick leave).

**Section 12.03.** Any employee, other than those assigned to the after hours service truck, who is recalled to work after leaving work or on a day when he is not scheduled to work, shall receive a minimum of three (3) hours pay at one and one-half (1½) times his regular hourly rate, or one and one-half (1½) times his regular hourly rate for the time worked, whichever is greater, providing that the time worked or paid for does not abut the employee's workday. This provision shall apply only once in any three (3) hour period.

**Section 12.04.** The Union recognizes that the operations of the Employer are highly and completely integrated and many times necessitates the use of overtime to maintain those operations and necessary services. An interruption at one stage of the process, whether during the regular workday, workweek or overtime hours, can and probably will cause costly interruptions of the process at earlier and/or later stages. For these reasons, the Employer and the Union have agreed to the following provisions which will insure that a work force of sufficient size will respond in a timely fashion. Overtime work shall be distributed as equally as possible to employees working within the same Division. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification series who has the least number of overtime hours worked or refused at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours worked or refused, shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. If an adequate work force is not available by this method, the overtime will be assigned by inverse order of seniority, including those who have signed off as indicated in Section 12.10.

If an employee is passed over on an occasion when he should have been offered the opportunity to work overtime, the employee will be offered an equal amount of make-up overtime within sixty (60) calendar days. If he is not offered the make-up overtime within 60 calendar days, he shall be paid the overtime or credited with compensatory time.

**Section 12.05.** It is understood between the parties that the Employer can assign employees to work the overtime using the above procedure and they shall make assignments until they have enough employees to assure the completion of the work required.

**Section 12.06.** A record of the overtime hours worked or refused by each employee shall be posted on the Division bulletin board after each pay period. The Employer shall make a diligent effort on overtime call-outs to assign employees work within their job classification series. The total hours each employee works, is paid for, or refuses outside of a normal pay period shall be posted on the bulletin board at the end of each pay period. Effective January 1 of each year an employee's overtime hours worked and refused will be adjusted to zero (0). The Union steward will receive a copy of the overtime posting after each pay period. The Union steward will immediately contact the Department Director if the overtime is not properly posted.

**Section 12.07.** It is agreed that in the Utilities Field Services Division that on all emergency call-outs, a Mechanic or employees classified in the Sewer Collection Operator series will be called out to investigate the complaint. They shall be guaranteed three (3) hours pay at one and one-half (1½) times their hourly rate for each call-out under this situation. The overtime shall be equally

distributed between employees classified in the Sewer Collection Operator series and the Maintenance Mechanics. If the complaint requires the call-out of a crew, Section 12.03 will apply.

It is agreed within the Street Division, when the trouble truck is not being manned and an emergency arises, the on-call Supervisor will be called to determine the extent of the emergency. If work is to be performed, a C & MII or C & MI will be called to perform the work. The call-out of a C & MII or I will be determined based on the task to be performed. The call-out shall be awarded in accordance with Section 12.04 and compensated for in accordance with Section 12.03.

**Section 12.08.** In the Water Supply and Treatment Division, if it becomes necessary to re-start a raw water pump station at other than regular duty hours, an employee will be called from a rotating duty roster made up of employees classified within the Water Supply and Treatment Maintenance Operator series and Mechanics. They shall be guaranteed three (3) hours pay at one and one-half (1½) times their rate for each call-out. Multiple call-outs within a four (4) hour period will be considered a single call-out. If the employee called determines that the problem is more serious than a “re-start” after reporting to the site, he shall advise the Supervisor who may call out a crew and Section 12.03 will apply.

**Section 12.09.** New employees, reclassified employees, transferred employees or recalled employees shall be credited with overtime hours equal to the employee who has the largest number of overtime hours credited, plus one hour.

**Section 12.10.** Employees not wishing to accept normal call-outs may sign off of the call-out list. There shall be no discrimination against any employee who declines to work overtime. An employee who signs off the overtime list and requests to be placed back on the list shall be credited with overtime hours equal to the employee who has the largest number of overtime hours credited, plus one hour.

**Section 12.11.** Employees who work overtime shall have the option of taking compensatory time off or receiving overtime pay. If the employee chooses to take compensatory time off, the overtime rate of pay shall be one and one-half (1½) hours compensatory time off for each hour of overtime accredited. All authorized compensatory time off shall be scheduled with the Department Head's approval. It is understood the compensatory time will be approved, provided that an adequate work force is maintained. An employee choosing compensatory time in lieu of pay must notify his Supervisor before the end of the pay period in which the overtime is worked. No employee shall accumulate more than ninety-six (96) hours of compensatory time. Any overtime which would cause the total to be in excess of ninety-six (96) hours will be paid. Holiday pay as outlined in Article 14 (wherein shift workers are paid one and one-half (1½) times their normal rate of pay for working the identified holidays), will be excluded from this Section.

**Section 12.12.** Probationary, seasonal and part-time employees will not be assigned overtime work unless all permanent employees within the affected Division are offered the overtime work first. In those instances where the Employer deems it necessary to holdover a probationary, seasonal or part-

time employee on an overtime basis beyond the normal work schedule to complete a job the employee was performing or in the case of emergency, such prohibition shall not be applicable.

**Section 12.13.** In the Utilities Department, Utilities Field Services Division, customer needs continue beyond the regular hours of work and, therefore, personnel must be available to meet those needs. To that end, the following procedure shall apply:

- A. The Employer shall make available a suitably equipped vehicle which the employee with the responsibility for After Hours Customer Service shall take to his home to facilitate an immediate response to a customer's request for service.
- B. The Employer will provide the employee on duty with a radio pager. The employee on duty shall remain within the range of the pager, which is approximately twenty (20) miles or be available by phone.
- C. In establishing a roster of responsibility, the following method shall be used:
  - 1. Each tour of duty shall consist of seven (7) consecutive days beginning Monday at 7:30 a.m. thru the following Monday at 7:30 a.m., excluding the normal eight (8) hour shift assignment.
  - 2. The duty list shall cover a minimum of five (5) weeks and shall be posted showing the five (5) individuals responsible and their respective duty periods. Water Distribution Operator series employees are eligible for duty.
  - 3. Employees who volunteer for duty shall be placed on the list on a first come-first served basis. Should several employees volunteer at the same time, they will be placed on the list in the order requested with the most senior employee having preference. Should the number of volunteers exceed five (5); the roster will be expanded to list all volunteers before recycling occurs. Once placed on the duty roster, no employee may be relieved of duty until the completion of one (1) complete rotation, except in an extreme emergency.
  - 4. Should an insufficient number of employees volunteer, management will assign the duty. Once assigned on the duty roster, no employee may be relieved of duty until the completion of one complete rotation, except in an extreme emergency.
  - 5. Assignments shall be made from the Division seniority list, in inverse order, starting with the least senior, excusing only those who had served on a voluntary basis during the current assignment cycle.
  - 6. An employee scheduled to be off duty due to vacation or such other authorized leave will be passed over and the next senior employee assigned the duty tour. The passed

over employee remains as the next least senior employee and eligible for the next assignment.

7. When an employee on duty is unable to or does not appear for duty, the following procedures will be used:
  - a. A request for volunteers will be issued.
  - b. If no volunteers appear, the employee to be called next for emergency OT, as per Section 12.04, shall be assigned to the duty with pay in accordance with this procedure.
  - c. Should the sick leave or absence exceed two (2) days, the substitute employee will complete the tour of duty and the originally assigned or volunteer employee will return to the list of those available for assignment.
- D. All qualified employees within the Utilities Field Services series shall be eligible for duty. The determination as to qualification is a management decision. A specific job assignment shall not be grounds for disqualification unless it results in a duty time conflict.
- E. Employees on After Hours Customer Service duty over a holiday will be paid in accordance with the Holidays Section of this Agreement, with the day off to be taken at some later date with the Supervisor's approval.
- F. Should the duty employee encounter a problem requiring additional personnel, the Division Supervisor or his designee will be notified. In the event no Supervisor is available, the Utilities Field Services employee next to be called for emergency OT duty shall be called and he will respond to the emergency, taking whatever action is deemed necessary.
- G. Employees providing After Hours Customer Service in the Utilities Department will be paid at the rate of one and one-half (1½) times the base rate for time actually spent on each customer service call or other work required. Employees providing after hours customer service shall receive four and one-half (4½) hours of pay or compensatory time for each day they are on call, providing the actual hours spent on customer service calls or other work required does not exceed the four and one-half (4½) hours on call pay.
- H. After Hour Customer Service overtime work shall not be a part of the posted overtime list.

### **ARTICLE 13** **DECLARED EMERGENCIES**

**Section 13.01.** When an emergency is declared in the City of Lima by the President of the United States, the Governor of the State of Ohio, the Mayor of Lima, or the federal or state legislature, any

employee who is unable to report for work or is told not to report to work shall be paid their regular salary. Any employee who is required to work will receive the appropriate rate of pay for all hours worked, plus a compensatory day off each day the employee works on a day the employee would have worked on their normal work schedule.

**Section 13.02.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Lima or the Federal or State Legislature, such as acts of God or civil disorder/disaster, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and,
- B. Agreements relating to the assignment of employees.

Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

## **ARTICLE 14** **HOLIDAYS**

**Section 14.01.** The holidays observed by the Employer shall be as follows:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	½ Day Christmas Eve
Memorial Day	Christmas Day
Independence Day	½ Day New Year's Day Eve
	Employee's Birthday

**Section 14.02.** When any of the holidays enumerated in Section 14.01 above falls on Saturday, the preceding day will be declared a holiday for City employees who normally work Monday through Friday. When any holiday falls on Sunday, the following day will be declared a holiday for City employees who normally work Monday through Friday.

**Section 14.03.** In those years in which Christmas Day and New Year's Day fall on Saturdays, the one-half (½) day New Year's Day Eve, as set forth in Section 14.01, above, shall not be a holiday, but instead, the entire day immediately preceding the date Christmas Day is observed shall be a holiday.

**Section 14.04.** Birthday holidays may be taken any time within the year it falls. The Supervisor shall be given a notice of five (5) working days.

**Section 14.05.** It is the intent of this Article that, whenever possible, employees, other than shift workers, who are scheduled to work on days observed as holidays specified herein, shall be excused from working. When such employees are required to work on an officially recognized holiday, they shall receive time and one-half (1½) for that day computed at their regular rate, and shall also receive an additional work day, or portion thereof, off with pay, with such additional day to be approved by the Department Head. An employee may exercise the option to receive pay in lieu of additional time off.

**Section 14.06.** If an employee is unable to take leave as provided in Section 14.05, above, during any calendar year because of the personnel requirements of the Department to which such employee is assigned, provided such employee is denied the leave with the consent of the Appointing Authority, then such employee shall be compensated for such leave at one and one-half (1½) times the appropriate hourly rate of pay for such employee with payment to be made for such unused leave on the first pay day after the close of the calendar year.

**Section 14.07.** When an employee is on extended sick leave of three (3) days or more accompanied by a physician's statement, the employee will not be charged for a holiday that falls during the period of sick leave. The unused holiday may be scheduled at a later date with the employee's Supervisor.

**Section 14.08.** All employees of the Wastewater and Water Treatment Plants and irregular shift employees of the Public Works Department of the City shall be granted one (1) day holiday leave in lieu of working each of the above mentioned holidays. The Department Head shall have full authority to approve the day of holiday leave, which may be taken by the employee and such holiday leave shall be extended during each calendar year. Such days may be granted separately or may be granted consecutively regardless of whether the specific holiday has passed for that particular year.

**Section 14.09.** All shift employees shall be compensated at one and one-half (1½) times their hourly rate of pay in the following instances.

- A. If an employee is required to work on any of the holidays, or part thereof recognized in Sections 14.01 or 14.03 above;
- B. If an employee is unable to take his holiday leave during any calendar year because of the personnel requirements of the Department to which he is assigned; payment shall be made on the first pay day after the end of the calendar year.

**Section 14.10.** A shift worker not scheduled to work a holiday but who is called in due to an emergency shall receive time and one-half (1½) his regular hourly rate for each hour worked, plus an additional work day off or portion thereof. An employee may exercise the option to receive pay in lieu of additional time off.

**ARTICLE 15**  
**PERSONAL DAYS**

**Section 15.01.** All bargaining unit employees shall be entitled, upon completion of one (1) year of service, to three (3) personal leave days (24 hours total) with pay during each calendar year thereafter (prorated in first and last year of eligibility).

**Section 15.02.** Employees desiring to utilize their personal leave days must request the time in advance (not later than the end of the shift prior to the requested time) and receive their immediate Supervisor's approval. In cases of bona fide emergencies or when requests can be accommodated, the Supervisor may waive advance requests and grant same day approval.

**Section 15.03.** Personal leave days are non-accumulative and any leave balance not used by December 31 will be dropped, except that when an employee has made a good faith effort throughout the year to schedule their personal days by requesting the time off but was denied by the Supervisor due to work requirements, the unused balance may be cashed in. Conversion of personal leave days to cash under these circumstances will be at eight (8) hours per personal leave day denied to be paid at the employee's regular rate of pay. Such cash-in will be paid at the conclusion of the first full pay period in January.

**ARTICLE 16**  
**VACATIONS**

**Section 16.01.** During calendar year 2005 employees shall continue to receive and use vacation in accordance with the previously negotiated Agreement between the City of Lima and the AFSCME union. Employees will be able to carry 2005 accruals into 2006. Effective January 1, 2006, each employee, having more than one year's service with the City, shall be entitled to paid vacation leave each anniversary year as follows:

- A. One (1) work week vacation to all employees who have worked one (1) year but less than two (2) years (accrued at 1.54 hours per pay period);
- B. Two (2) work weeks vacation to all employees who have worked two (2) years but less than eight (8) years (accrued at 3.1 hours per pay period);
- C. Three (3) work weeks vacation to all employees who have worked eight (8) years but less than fifteen (15) years (accrued at 4.6 hours per pay period);
- D. Four (4) work weeks vacation to all employees who have worked fifteen (15) years but less than twenty-five (25) years (accrued at 6.2 hours per pay period);
- E. Five work weeks vacation to all employees who have worked twenty-five (25) years or more (accrued at 7.7 hours per pay period).

For vacation purposes a work week shall include the employee's scheduled two (2) days off before and after his normal scheduled work days he is taking as vacation.

Anniversary year shall be defined as the 12 month period beginning with the date and month of original employment and cycling each 12 months thereafter.

Employees may not use vacation in advance of its accrual. Employees will be eligible to take vacation that they have accrued in accordance with the records maintained by the City Auditor and reported on the employee's payroll check stub, as of the end of the pay period immediately prior to the period in which the vacation is used.

Any employee separating employment with greater than one (1) year of continuous service, shall be entitled to payment for those accrued hours which have been credited to his/her account as of the date of separation up to a maximum of 240 hours. Employees shall not be permitted to have a negative balance of vacation hours.

**Section 16.02.** In addition, once an employee has accrued ninety (90) or more days of sick leave, he shall have the option to annually convert the preceding year's accrual only to vacation at the rate of one (1) day of vacation received for each three (3) days of unused sick leave accrued in the previous year, so long as the conversion does not reduce the sick leave balance to less than ninety (90) days. In lieu of vacation, the employee may also convert the sick leave to cash, on the same basis. Conversion to vacation or cash shall eliminate one (1) day of sick leave from the employee's balance for each day of vacation or cash received. Employees are not required to exercise either of these options.

**Section 16.03.** Each classified employee who has been previously employed by the Employer, with an interruption in this term of service not exceeding five (5) years, for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation time and accumulated sick leave only.

**Section 16.04.** Prior service shall mean service within the classified service of the Employer, irrespective of whether such service was within a safety division, under the Comprehensive Employment and Training Act (CETA), or as a result of any other program. Prior service shall not mean service within the unclassified service, as an elected official or as a part-time, temporary or seasonal employee of the Employer. This Section and 16.03, above, shall not apply to retired employees who are rehired by the Employer.

**Section 16.05.** Vacations shall be taken at such times as are authorized by the employee's Department Head. Vacations shall preferably be taken annually as accrued. If an employee is unable to receive his vacation due to work requirements, he may accumulate and carry over unused vacation time up to a maximum of 400 hours, or, upon authorization of the Appointing Authority, shall be paid for unused time at his normal rate of pay. In the event of an unusual circumstance in which an employee has accrued more than 400 hours of vacation, upon authorization of the Appointing Authority the employee may be paid for the unused time in excess of 400 hours at the employee's

normal rate of pay, or scheduled off work by the Employer. Employees will cooperate with supervision to assure that total vacation hour accruals are maintained below the 400-hour mark whenever work demands allow. An employee approaching retirement will, with a six-month advance notice of his retirement date, be able to schedule vacation hours in excess of 240 in accordance with this article. If the employer does not allow the employee to use the hours in excess of 240 within that six-month period, the employer will pay the employee for the additional hours over 240 upon separation. An employee that does not provide a six-month advance notice of his planned retirement date will lose any hours above 240 if the Employer is unable to accommodate the employee's vacation request prior to the effective date of retirement. Vacation time may be taken in four (4) hour increments with the approval of the Department Head.

**Section 16.06.** Employees shall only be entitled to use or receive compensation for those accrued vacation hours which have been credited to the employee's account in accordance with Section 16.01 of this article.

**Section 16.07.** Divisional seniority, within classification, will be used for the purpose of vacation scheduling (except in the Utilities Department, where divisional seniority within classification series' will be used). This will allow the employee with the most seniority a preference in the time of year he will use his vacation time. Vacation requests must be submitted prior to March 15. This schedule must be approved by the employee's Department Head. No employee will have a choice of more than two (2) weeks vacation unless he uses all of his vacation consecutively. After all seniority based requests have been scheduled as above, further requests will be processed upon order of application. Employees must make a good faith effort to schedule their vacations during the vacation year.

## **ARTICLE 17** **SICK LEAVE**

**Section 17.01.** Bargaining unit employees shall accrue ten (10) hours of paid sick leave for each completed month of service. Sick leave is accrued without limit. Employees may use sick leave, upon approval of the Department Head, for absence due to illness, injury, exposure to communicable disease, and illness or death in the employee's immediate family. Requests for sick leave usage of two (2) days or less shall be submitted on a standard form signed by the employee. No notarized signature shall be required. The Appointing Authority may authorize additional sick leave, on a case by case basis.

Abuse of sick leave shall not be tolerated and shall be handled under the principles of progressive discipline.

**Section 17.02.** The definition of "immediate family" as used in Section 17.01 above shall be as follows:

Immediate family is defined as the employee's current spouse, father, mother, or child.

“Child” is further defined as a son or daughter (biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis). In addition, the son or daughter must be under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability.

“Father”/“Mother” is further defined as the biological parent of an employee or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter. This does not include parents-in-law.

“In loco parentis” is defined as an individual who has day-to-day responsibility to care for and financially support a child, even if the employee does not have a biological or legal relationship to that child.

For clarification, use of sick leave for a “father” or “mother” will generally be allowed if the parent is under the direct care of the employee, and will be reviewed on a case by case basis with the Director of the Department, or in some cases, with the Department of Human Resources.

The Employer reserves the right to request reasonable documentation confirming a relevant family relationship.

**Section 17.03.** Any provision of this Article to the contrary notwithstanding, no seasonal or part-time employee of the Employer, appointed in the classified service, shall receive a sick leave allowance during the first three (3) months of his employment in any calendar year.

**Section 17.04.** In addition to the above, all employees having more than two (2) years of service with the Employer shall be entitled, as a minimum, to fifteen (15) days of sick leave in any one (1) calendar year. However, such minimum sick leave may not be accumulated from year to year. Sick leave taken in advance must be repaid from future accumulation or deducted from the final pay check.

**Section 17.05.** The Employer reserves the right to have an employee examined for fitness for work by a physician or other practitioner of its choosing at its expense. If the employee disagrees with the Employer’s physician’s determination, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physicians disagree to the employee’s fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.

**ARTICLE 18**  
**DISABILITY COMPENSATION**

**Section 18.01.** Any employee who is injured while working within the scope of his employment, and who is temporarily totally disabled (TTD) by such injury, shall receive his usual and normal salary and compensation during such period, provided the injury qualifies for Workers' Compensation as determined by the Ohio BWC and the injured employee is eligible for injury leave in accordance with this article. If the injured worker is absent from work for less than 14 calendar days and the claim is allowed by the Ohio BWC, the injured worker will receive injury leave for any full work day absences due to the injury. If the injured employee is absent from work for 14 or more calendar days, the employee will continue to receive injury leave pay for such absences for as long as the Ohio BWC considers the injured worker eligible for TTD. Injury leave provided herein shall not exceed twelve (12) months from the date of injury and shall terminate sooner in the event Workers' Compensation eligibility for temporary total disability is sooner terminated. An employee who exhausts his total injury leave shall be eligible for an additional three (3) months leave, within a 5-year period of the original injury date provided they have successfully completed, or are currently participating in the City of Lima's Transitional Work Program. The transitional work program is to be developed through the labor management meetings process.

**Section 18.02.** The employee must be eligible to apply for and qualify for Workers' Compensation for the above temporary disability benefits. Sick leave used during the period of application shall be reinstated upon approval of the Workers' Compensation disability payments.

**ARTICLE 19**  
**SEVERANCE PAY**

**Section 19.01.** Each person who has been an employee of the Employer for five (5) years or more may be compensated, upon retirement under the Public Employees Retirement System at the time of separation from employment with the City, at the rate of one (1) day for each three (3) days of unused sick leave accumulated during such employment. However, such pay conversion shall not exceed sixty-five (65) days. The payment shall be computed using the employee's rate of pay on the day of retirement.

**Section 19.02.** Each person who has been an employee of the Employer for ten (10) or more years shall be compensated upon resignation at the rate of one (1) day for each three (3) days of unused sick leave accumulated during such employment. However, such pay conversion shall not exceed fifty (50) days. The payment shall be computed by using the employee's rate of pay on the day of termination.

**Section 19.03.** In the event of the death of any person while an employee of the Employer, the compensation provided in paragraph 19.01, above, shall be payable to the estate, of such decedent, or, in the event there is no estate, to any person authorized to receive the same by a court having

jurisdiction on the matter. However, no payment shall be made until a certified copy of the letter of appointment or release from the Administrator of the estate is presented to the Auditor.

**ARTICLE 20**  
**UNPAID LEAVES OF ABSENCE**

**Section 20.01.** The Appointing Authority may grant a written leave of absence, without pay, for a period not to exceed one (1) year. Any request for leave of absences shall be reported immediately to the Union, along with the approval or denial of said leave.

**Section 20.02.** The period of Family and Medical Leave (FML) shall include any period of a leave of absence taken due to FML qualifying events.

**Section 20.03.** At no time shall a leave of absence be granted in order that a classified officer or employee may become a candidate to an elective public office.

**ARTICLE 21**  
**FUNERAL LEAVE**

**Section 21.01.** Each employee shall be entitled to a funeral leave not to exceed three (3) work days to make household adjustments, arrange for funeral services, and to attend the funeral services in the event of the death of a father, mother, brother, sister, spouse, child, step child or grandchild.

**Section 21.02.** Upon request of an employee, a Department Head shall permit the employee to attend the funeral of a fellow City employee, provided overtime is not caused thereby and the operation of the Department is not impaired.

**Section 21.03.** Employees may use sick leave, not to exceed three (3) days in the event of the death of grandparent, spouse's parents, spouse's grandparents, brother-in-law or sister-in-law. The three (3) work days shall be taken within one (1) week of the funeral. Employees may also use one (1) day of sick leave to attend the funeral of any relative not listed above.

**ARTICLE 22**  
**JURY DUTY**

**Section 22.01.** Each employee shall be paid his usual and normal salary and compensation during such time as he is called for jury duty, or serves as a member of a jury, or as a subpoenaed witness, in any case in any court, provided such employee turns over the compensation received by him for court services to the Auditor. If an employee's jury or witness service consumes only a portion of a work day, the employee shall report to work for the remainder of the work day.

**Section 22.02.** The above Section 22.01 shall not be applicable in any situation where the employee is: appearing in court on behalf of another employer; appearing due to his/her secondary employment; or appearing as the plaintiff, defendant, or other involved party.

**ARTICLE 23**  
**INSURANCES**

**Section 23.01.** The Employer shall provide health insurance coverage for each bargaining unit employee as determined herein.

1. Effective January 1, 2008, the health care coverage plan will be set forth in the Medical Mutual of Ohio Super Med Plus Plan Document and Summary Plan Description with all deductibles, co-insurance, out-of-pocket maximums, network and out-of-network charges as described therein.
  - a. Effective March 1, 2008, \$20 patient co-pay for each visit to a provider to be added — not included in the deductible and out-of-pocket maximum (for physicians and outpatient providers).
  - b. Effective January 1, 2009, single and family deductibles will be increased from \$100/\$200 to \$200/\$400 in network and \$400/\$800 out-of-network.
  - c. Effective March 1, 2008, colonoscopy screening will be added in accordance with recommendations of the American Cancer Society, that includes one (1) office visit. In network providers must be used for this benefit.
  
2. Prescription Drug Plan — Effective March 1, 2008

<u>Retail</u> — Limit to 30 day supply	<u>Mail</u> — Up to 90 day supply
\$0.00 for generic	\$0.00 for generic
\$15.00 for non-generic formulary	\$15.00 for non-generic formulary
\$25.00 for non-formulary	\$25.00 for non-formulary
  
3. Dependent Eligibility — Employee spouses are required to use health benefits provided through their employer as their primary coverage. Employee spouses can be listed for secondary coverage on the City’s plan. Each year any employee that has family coverage will be required to sign an affidavit indicating whether his/ her spouse has access to health coverage. Failure to complete the affidavit will result in the termination of the employee’s eligibility for family coverage for that calendar year. The Employer will reimburse the employee for the spouse’s cost to purchase single premium medical coverage through the spouse’s employer upon proof of such premium cost not to exceed \$200.00 per month. Bargaining unit employees will provide the Employer with information about his/her

spouse's eligibility for medical coverage and the cost of such coverage. Reimbursements will be established monthly.

If the spouse's employer offers no health insurance coverage or offers a health insurance plan that would disqualify the spouse from secondary coverage under the City's plan, the spouse shall not be required to accept his/her employer's health benefits plan but, if such is available, may do so voluntarily.

Any spouse not eligible for coverage through their employer is eligible for primary coverage under the City's health plan.

- a. A spouse eligibility incentive formula will be developed to reward employees 10% of the net savings of spouse's medical claims that exceed the reimbursement made to the employee for the cost to purchase the spouse's single premium. In no case will the incentive payment exceed 10% of the specific stop loss amount.

Example: Assume an employee is participating in the spousal carve-out program and his/her spouse has access to health insurance for a cost of \$100 per month. The City will reimburse the employee for the cost to purchase that coverage for their spouse (provided proof of coverage and cost is submitted to the City of Lima). At the end of the calendar year, if claims paid by the spouse's insurance plan (as determined by EOBs from the spouse's insurance company) for the spouse exceed the amount reimbursed to the employee for purchase of the coverage, in this case \$1,200, the employee will receive a check in the amount of 10% of the difference between what the City paid for the coverage and what the spouse's health plan paid for claims for the spouse. If the spouse had incurred claims paid by their health insurance of \$5,000, the employee would receive a check in the amount of \$380, or \$5,000 minus \$1,200 which is equal to \$3,800 times 10% or \$380. The maximum amount available to an employee is 10% of the specific stop loss amount.

**Section 23.02. Health Insurance Premium.** Effective January 1, 2005 the Employer shall contribute up to the following amounts each month toward the premium cost for each bargaining unit employee's health insurance coverage.

Single Plan	\$371.10 Per Month
Family Plan	\$853.31 Per Month

The first ten percent (10%) of any increase in insurance premiums each calendar year above the limits specified herein, shall be paid eighty percent (80%) by the Employer and twenty percent (20%) by the employee. Any insurance premium increase each year above the first 10% will be absorbed by the City.

The projected monthly employee healthcare cost shall be used to determine the monthly employee healthcare contribution within the limits specified earlier in Section 23.02, as defined and calculated

in Appendix D. This monthly contribution can not go below \$0 due to annual decreases in cost factors. In December of each year, when the City and the third party administrator (TPA) calculate these costs and contributions, the City shall provide to the Union the following supporting documents and values: 415 Account Spreadsheet (Healthcare Revenues and Expenditures), Trend Factor received from the third party administrator (TPA), Stop Loss and TPA Admin. Fee, and other factors (as outlined in Appendix D) to the Union, along with the calculation of the monthly employee healthcare contribution for the next year. The Union shall have 30 days following notification of the monthly employee healthcare contribution to request a second opinion from an independent industry recognized self-insured health insurance authority regarding the trend rate calculation. The parties shall meet to review the second opinion. Additionally, during this 30 day period, the Union may examine the calculations, support documents, and values used to calculate the monthly employee healthcare contribution for any errors. If the parties are unable to resolve the trend rate calculation issue and/or errors in the calculations, support documents, or values used to calculate the monthly employee healthcare contribution, the Union may request an arbitration hearing to resolve the matter. The costs of the second opinion and/or arbitration shall be paid equally by the Union and the City. Nothing herein shall prevent the City from implementing the rates established by the City's TPA pending the union's request for a second opinion or appeal to arbitration. Any change in the monthly employee healthcare contribution resulting from such appeal will be properly credited to the affected employees.

**Section 23.03.** Provided that employees are not otherwise covered by City insurance, employees may elect to waive insurance coverages in January of each year. Employees electing to waive coverage shall be paid an additional 45 cents (\$0.45) or more (as determined by the Mayor) per hour for all hours worked in that year. An employee who waives insurance coverages and then due to divorce, death of a spouse, or spouse's loss of insurance will be permitted to reapply to the insurance plan subject to the provisions of the plan. Upon acceptance into the plan, the waiver supplement shall be eliminated.

**Section 23.04.** The City shall provide, at no cost to the employees, \$20,000.00 group term life insurance coverage.

**Section 23.05.** The Employer shall contribute \$26.50 per month, per employee, for the life of this agreement to the AFSCME Care Plan for all employees who are covered by this agreement.

Hearing aid benefit	\$0.50
Dental care benefit II	\$26.00

All monthly monies shall be sent to the AFSCME Care Plan, 1603 East 27<sup>th</sup> Street, Cleveland, Ohio 44114, along with the monthly listing of employees. The AFSCME Care Plan will send out all appropriate materials and booklets to the employees upon receipt of such a listing from the Employer.

**ARTICLE 24**  
**WORK UNIFORMS**

**Section 24.01.** All employees performing skilled or unskilled manual labor in the public works, utilities, building maintenance department and meter repairmen employed in the Police Department shall receive work uniforms.

**Section 24.02.** Such uniforms shall consist of five (5) work shirts (short or long sleeve), five (5) pairs of trousers; at the option of the employee he may have either five (5) pairs of regular coveralls, or three (3) pairs of regular coveralls and one (1) pair of canvas-style insulated coveralls or a dual purpose jacket which shall bear the City Logo (which shall be attached from the supplier), for each employee. The uniforms shall remain the property of the Employer at all times. It is the responsibility of the employee to keep the uniforms clean. If uniforms become unserviceable, the employee is responsible for submitting a uniform request in accordance with Section 24.03. All employees who are issued the uniforms may temporarily wear as an outer garment a white or dark blue, short sleeve T-shirts with or without the Union logo or a safety green short sleeve T-shirt with the Union logo and a logo or wording that identifies them as a City employee. Meter Readers and Customer Service Representatives shall receive a spring and winter coat in lieu of coveralls and the wearing of T-shirts shall be prohibited. Laboratory personnel shall be supplied with laboratory coats or smocks.

**Section 24.03.** Any employee needing replacement uniforms shall submit a request on a standardized form provided by the Employer directly to his Division Head who will immediately order the new uniforms. Any dispute under this section shall be submitted to the Labor-Management Committee for a determination. Used uniforms shall be turned in upon receipt of the new uniforms.

**Section 24.04.** Any equipment or clothing now provided by the Employer will continue to be provided by the Employer if the job requires the equipment.

**Section 24.05.** Employees shall be in proper uniform when reporting for duty. An employee who reports to work and is not in proper uniform shall be released from work, without pay, until he reports in proper uniform.

**ARTICLE 25**  
**SENIORITY**

**Section 25.01.** Seniority shall be defined as follows for purposes as specified in this Agreement:

City Seniority shall be determined based on the employee's length of continuous full-time employment with the Employer since the employee's last date of hire in any classification included in the bargaining unit.

Classification Seniority shall be determined based on the employee's length of continuous full-time employment within a single classification included in the bargaining unit.

Classification Series Seniority shall be determined based on the employee's length of continuous full-time employment within a single classification series as described in Appendix C of this Agreement.

Divisional Seniority shall be determined based on the employee's length of continuous full-time employment within a single City Division in a classification included in the bargaining unit.

Breaks in Seniority: The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than two (2) years;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of a leave of absence;
- F. Resignation; and
- G. Classification, classification series, and divisional seniority shall be broken in the previous position upon an employee's successful completion of any required probationary period in a new classification, classification series, or division effective the date the employee entered the new position.

Seniority During Probationary Periods: An employee promoted or otherwise moved to a different position which requires the completion of another probationary period, shall continue to accrue seniority in the employee's previous position until completion of the probationary period in the new position. If the employee is returned to the employee's previous position during the probationary period, there shall be no break in any type of seniority. If the employee successfully completes the probationary period in the new position, the employee's classification, classification series, and/or divisional seniority, as applicable, shall be recalculated based on the date the employee began working in the new position.

**Section 25.02.** The Employer shall keep an up-to-date seniority list posted in each respective Division showing the employee's name, original date of hire, date of hire into the division and date

of classification. The list will be posted in February and July of each year, or as need to reflect changes.

**Section 25.03.** The following shall be used to determine seniority when two (2) or more employees are hired within the same Division on the same day. If an employee is promoted or hired through Civil Service, the actual scores of eligibility of Civil Service will determine seniority for those appointed. If promoted or reclassified by job bidding, seniority will be determined first by classification, second by Division, third by City seniority, and then if still equal, by Civil Service eligibility list from original appointment.

**Section 25.04.** Divisional seniority, within a classification, will be used for the purpose of shift assignment. When a shift vacancy is to be filled, it shall be posted for bid.

**Section 25.05.** Within the Water Supply and Treatment Division shifts shall be bid by seniority within classification series.

**Section 25.06.** If a non-bargaining unit employee is returned to the bargaining unit by the Employer, time served outside the bargaining unit will not be deemed a break in continuous service if the employee is returned within one hundred fifty (150) days from the date of promotion.

**Section 25.07.** An employee returned to the bargaining unit by the Employer, other than during the promotional probationary period, to a position with a rate of pay lower than the rate of pay he was regularly paid shall maintain his regular rate of pay as a "red-circled" rate, but will not receive any increases under this Agreement until the rate of pay of the classification to which he is assigned catches up to his "red-circled" rate. This section shall not apply to a demotion for disciplinary reasons.

## **ARTICLE 26**

### **PROBATIONARY PERIOD**

**Section 26.01.** All newly hired employees will be required to serve a probationary period of 270 calendar days. During such period, the Employer shall have the sole discretion to discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

**Section 26.02.** All newly promoted employees will be required to serve a promotional probationary period of one hundred fifty (150) calendar days. During such period the Employer shall have the sole discretion to return such employee(s) to his previous classification for unsatisfactory performance. Any such demotion shall be appealable through the Grievance Procedure.

**Section 26.03.** If an employee is discharged or quits while on his initial probationary period and is later rehired, he shall be considered a new employee and shall be subject to the provisions of Section 26.01 above.

**Section 26.04.** Whenever an employee moves to a different classification with the same or lower pay range and which therefore is not considered a promotion, the employee shall be subject to a probationary period in the new classification of ninety (90) calendar days. The employee may be returned to his/her classification for unsatisfactory service at the sole discretion of the Department Director and the Director of Human Resources or their designees. Any employee returned to his/her previous classification may appeal such matter through the grievance procedure.

**ARTICLE 27**  
**LAY-OFF AND RECALL**

**Section 27.01.** Whenever the Employer determines that a layoff or job abolishment is necessary due to a lack of funds, lack of work, or as a result of a reorganization, the following layoff procedure shall be followed:

- A. The Employer shall determine in which classifications the layoffs are to occur.
- B. The Employer shall notify affected employees, in writing and with a copy to the Union, no less than ten (10) calendar days in advance of the anticipated layoff date. Upon request of the Union, the Employer will discuss the layoffs/abolishment with the Union prior to implementation.
- C. Prior to laying off any regular classified employee, seasonal, temporary, provisional and original probationary employees within the classification series within the Division in which the layoff is to occur shall be laid off first, and in the order listed.
- D. After C is accomplished, regular classified employees shall be laid off in inverse order of their City seniority, as defined in Section 25.01.
- E. Employees notified of a layoff shall have five (5) calendar days from notification to exercise their bumping rights, if any, into a same or lower rated position for which they are eligible and qualified, first within their classification series group; second to an associated group within their Division; third, to an associated group within their Department; fourth, to an associated group in another Department; and fifth, to any same or lower rated position which they have previously held and remain qualified. Classification series groups and associated groups are defined in Appendix C, and are considered incorporated herein. Any employee failing to notify the Employer of his desire to exercise his bumping rights within the prescribed time period shall be considered to have accepted the layoff.

**Section 27.02.** Laid off employees shall be placed on a recall list for a period of two (2) years. If there is a recall, employees shall be recalled in order of City seniority, into their classification group or associated group, consistent with the bumping order in 27.01. Employees recalled to positions lower rated than the position from which they were laid off shall have first option to accept a vacancy in the classification from which they were laid off without the necessity to bid, provided they meet

the minimum qualifications at the time of the vacancy. The Employer shall provide the Union with a copy of the recall list.

**Section 27.03.** Recall notices shall be sent by certified mail and return receipt requested, to the employee's address of record and a copy of said recall notice shall be sent to the Union. Recalled employees shall have forty-eight (48) hours from receipt of notice to answer the notice. Employees must report to work within fourteen (14) calendar days from the date of acceptance of the position unless stated otherwise in the notice or agreed to by both parties.

**Section 27.04.** No new employees in a classification shall be hired by the Employer while any employee in the classification series remains on the recall list and is eligible for recall, unless all eligible employees refuse the recall.

## **ARTICLE 28**

### **DISCIPLINE AND DISCHARGE**

**Section 28.01.** Disciplinary action may be taken against non-probationary employee(s) for just cause. Disciplinary action may include verbal warnings, written warnings, suspensions without pay and/or discharge from employment, in conformance with principals of progressive discipline.

**Section 28.02.** No discipline of record shall be given to any non-probationary employee (employees who have completed their initial hire probationary period) unless, and until, he has received written notice of a disciplinary meeting with the suspected charges contained therein within twenty (20) calendar days of the date the Employer has verification of the occurrence of the incident giving rise to the discipline, and be given a hearing with the right to have a steward or other representative present. Written notice of charges shall be given to the affected employee with a copy to the Union, no later than forty-eight (48) hours prior to the hearing. The employee shall have the right to decline Union representation and have other representation if he so chooses. If the employee elects to have Union representation, no more than two (2) representatives of the Union may attend in pay status.

**Section 28.03.** In those cases where a non-probationary employee is scheduled for an interview with his Supervisor, or higher authority, that has as its purpose the gaining of information to be used against the interviewed employee for disciplinary action, such employee shall be notified of his right to have a Union representative present during the interview. The Union President shall receive a copy of the recommended and final disposition of all disciplinary hearings.

**Section 28.04.** Disciplinary action shall be administered in a manner that will not embarrass the employee before other employees or the public.

**Section 28.05.** All grievances resulting from a non-probationary employee's suspension or discharge shall be filed within ten (10) work days of the effective date and start at Step 3 of the Grievance Procedure, with the Department Head holding a hearing within five (5) work days of the filing of the grievance, rather than the time specified in the Grievance Procedure. The Department Head shall

issue a response within five (5) work days rather than the time specified in the Grievance Procedure. After the Department Head's response, all further proceedings shall be conducted according to the time limits set forth in the Grievance and Arbitration Procedures. All administrative procedures of the Grievance and Arbitration Procedures shall be applicable to all disciplinary grievances filed pursuant to this Article unless specifically superseded elsewhere in this Article.

**Section 28.06.** Notwithstanding any other provisions of this Agreement, all matters relating to disciplinary action, including suspensions and discharges, shall be subject to the Grievance Procedure herein contained and shall not be appealable to any Civil Service Commission. This paragraph will not operate to validate any appeal to the Grievance Procedure that would otherwise be invalid due to lack of timeliness or other appropriate reasons.

## **ARTICLE 29** **PERSONNEL FILES**

**Section 29.01.** Each employee, with his Union steward, if he so desires, may inspect his personnel file maintained by the Director of Human Resources, Department Head, or the employee's Supervisor within five (5) days after such employee has filed a written request to the holder of the file to be inspected.

**Section 29.02.** Upon written request, the employee shall be provided a copy of anything in the employee's file with the employee reimbursing the Employer for the cost of such copies.

**Section 29.03.** Employee(s) shall receive a copy of any "discipline of record" being placed in their personnel file(s). Reprimands older than two (2) years and suspensions older than three (3) years shall not be used as evidence at any disciplinary proceedings provided there are no intervening disciplinary actions taken during that time period.

## **ARTICLE 30** **EFFICIENCY REPORT**

**Section 30.01.** Any and all employee evaluations shall be filled out in ink and each employee shall receive a copy of his report. The Employee shall not be required to sign the report until it is completely filled out with explanations of any grades which are less than "satisfactory." Each employee shall be given an opportunity to completely read his report and ask questions of the grading official.

**Section 30.02.** If the employee then objects to the report, he is permitted to discuss the report and is further allowed to write a counter-statement which is to be attached to his report.

**Section 30.03.** Efficiency reports shall be completed within 30 days of the employee's anniversary date of employment.

**ARTICLE 31**  
**UNION REPRESENTATION**

**Section 31.01.** For the purpose of representation, the Union shall be entitled to one (1) steward in each Division who shall handle all grievances and other legitimate business within his Division and in this connection shall be allowed a reasonable amount of time for this purpose. However, the Employer is under no obligation to pay stewards for the time spent in grievance meetings when they are not scheduled to work.

**Section 31.02.** Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of representatives who may represent employees shall be certified in writing to the Employer by the local Union, and the individuals so certified shall constitute the Union Grievance Committee.

**Section 31.03.** To secure time off afforded by the Employer during their regularly scheduled working hours under paragraph 31.01 of this Article, a steward or a member of the Grievance Committee shall verbally notify his immediate Supervisor, and he will be released as soon as is reasonably possible. In case of a hearing, the hearing will not proceed until the steward or member of the Grievance Committee arrives.

**Section 31.04.** If it is found that the Union is abusing time under paragraph 31.01 of this Article, the Employer shall discuss the situation with the Union at a Labor-Management meeting.

**Section 31.05.** A steward having an individual grievance in connection with his own work may ask for a member of the Grievance Committee to assist him in adjusting the grievance with his Supervisor.

**Section 31.06.** When an employee covered by the Agreement represents himself in a grievance, management will advise the Union of its disposition. No settlement shall be made in conflict with this Agreement.

**ARTICLE 32**  
**UNION ACTIVITY**

**Section 32.01.** The Employer will grant a total of twenty (20) man days of leave of absence with pay for the bargaining unit annually for Union activity purposes. The Union agrees to give the Employer ten (10) days notice in writing when possible. It is agreed by the Union that should an emergency arise, the Union would honor the Employer's request to send an alternate. Similarly, the Employer will honor the Union's request to send an alternate.

**Section 32.02.** It is agreed that the Employer shall allow the Union time during the first hour of a work day once each year in each Division to conduct steward nominations and time during the first hour of another work day within the same calendar week to conduct steward elections. It is further

agreed that a Union officer will be released without loss of pay to conduct the nominations and elections. If a vacancy occurs in a steward's position during the year, the Union shall be permitted to repeat the process not more than one (1) time per year in a Division.

**Section 32.03.** The Employer agrees that during working hours and after proper notice to the Supervisor, and without loss of pay, the Union President, Vice President, Chief Steward and Divisional Stewards shall be allowed to:

- A. Attend negotiating meetings with Management;
- B. Meet with management officials during working hours, providing the appointment is made in advance;
- C. The Employer agrees that the Union's representatives may post Union notices on bulletin boards, distribute Union literature and solicit Union membership in work areas before the start of and at the completion of the day's work and during work breaks, within the representative's Division or work sites.

**Section 32.04.** The Employer agrees that a maximum of four (4) members of the Union, having been elected to attend any Union function, will be granted time off without pay to attend such function by giving at least two (2) week's notice to the Employer.

**Section 32.05.** The Union shall be permitted to erect and maintain a bulletin board in each Division, not to exceed 3 x 4, exclusively for Union use, except that in the Municipal Office Buildings, they shall not be placed in public areas.

**Section 32.06.** On the first Wednesday of every other month the Stewards of each Division, the President, Vice-President, Chief Steward and the Recording Secretary of the Union shall be released at 2:00 p.m. to meet and discuss safety and the promotion of harmonious relationships between the Employer and the Union.

**Section 32.07.** The Union shall furnish the Employer with a written list of the names of the Union President, Vice-President, Recording Secretary, Treasurer, Grievance Committee members, Stewards and Alternate Stewards, indicating locations to which each is assigned. Further, the Union shall promptly notify the Employer in writing of any changes.

**Section 32.08.** The Employer agrees to provide the Union with a mail receptacle at the City's mail station for the distribution of a copy of letters of appointment, promotion or change of classification that affect members of the bargaining unit. Placement of the material within the designated receptacle shall fulfill the City's obligation of such notice. Distribution of such material to the necessary Union officials shall be the responsibility of the Union.

**Section 32.09.** Every six (6) months the Employer will provide the Union with a copy of the divisional seniority lists showing the continuous length of service for each employee in the bargaining unit.

**ARTICLE 33**  
**PARKING**

**Section 33.01.** The Employer shall provide one (1) parking permit for each employee. The permit may be transferred between vehicles owned by the employee as necessary.

**ARTICLE 34**  
**MILEAGE**

**Section 34.01.** Employees who are requested by the Employer to utilize their private vehicle on the Employer's business shall be reimbursed for such mileage according to City Ordinance.

**ARTICLE 35**  
**OUT OF TITLE WORK**

**Section 35.01.** Any employee, who is temporarily assigned by the Supervisor to a position with a rate of pay greater than the rate of pay he is regularly paid, shall receive the higher rate of pay for the hours actually assigned to the higher position. Training or cross training of employees shall not constitute eligibility for out-of-title classification pay.

**Section 35.02.** An employee, who is temporarily assigned a position with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay.

**Section 35.03.** The Employer shall not work anyone out of classification while there is someone in the classification who is available to perform the work.

**ARTICLE 36**  
**JOB BIDDING**

**Section 36.01.** All vacancies shall be posted by the Employer within fifteen (15) working days of the occurrence of the vacancy unless the Employer notifies the Union that the Employer does not plan to immediately fill the position. The Employer shall notify the Union of the reason for not filling the position and the date if known, the Employer plans to fill the position.

**Section 36.02.** Vacancies and/or newly created positions within the bargaining unit shall be posted on the bulletin board in each Division for a period of five (5) work days. The posting shall include the following:

1. Scheduled shift;
2. Locations of work area to which job is assigned;
3. The current rate of pay;
4. The Division to which the job is assigned;
5. The duties of the job (job description);
6. Minimum qualifications for job applicant, and;
7. Beginning and ending dates of posting period.

**Section 36.03.** The City shall provide the Union a copy of each new vacancy posting as they occur.

**Section 36.04.** Employees shall place their application (bid) for the position in writing to the Divisional Supervisor on a form provided by the City with duplicate copies for the employee and the Union. The Employer shall not be required to consider applications filed after the required posting period. Newly hired employees shall not be permitted to bid on vacancies while on probation.

**Section 36.05.** The Employer shall award the position to the senior qualified applicant.

**Section 36.06.** Employees currently assigned to the classification series group in the Division in which the job vacancy occurs shall be given first consideration for filling the vacancy.

**Section 36.07.** Whenever a vacancy exists in a position for a period of more than one (1) week, and the Employer determines that the position cannot go unfilled, the most senior qualified employee in the Division shall be temporarily advanced to the position at the higher rate of pay.

**Section 36.08.** Once a position is posted and bid on by a qualified bargaining unit employee, it must be filled within fifteen (15) work days whenever possible. The Employer will notify the Union when this requirement cannot be met. If there is no bid, the fifteen (15) work day requirement shall not apply.

**ARTICLE 37**  
**TECHNOLOGICAL CHANGE AND TRAINING**

**Section 37.01.** In the event a new classification is created within the existing bargaining unit that requires additional on-the-job training, management shall provide proper instruction to fulfill the requirement of the new opening to a limited number of interested qualified personnel. The Employer shall pay for all expenses and lost time incurred during the training.

**Section 37.02.** In the event an existing classification requires further educational requirements, the Employer shall also provide said education for the employees in the existing classification or position.

**Section 37.03.** The Employer will notify the Union as soon as practical after the decision has been made as to any significant technological or mechanizational changes that will affect positions within the bargaining unit.

**Section 37.04.** Whenever the duties of a position become changed so as to require reclassification of the position, the incumbent thereof shall be advanced to the new position.

**Section 37.05.** The City's Policy on Employee Training in effect at the time of a request will apply to employees in the bargaining unit.

**ARTICLE 38**  
**SUBCONTRACTING**

**Section 38.01.** The Employer shall not subcontract for any work or services, the direct result of which is the lay-off or reduction in pay of existing employees.

**ARTICLE 39**  
**WAGES**

**Section 39.01.** Effective January 1, 2011, bargaining unit employees shall be compensated in accordance with the Salary Schedules A and B contained in Appendix A. Overtime shall be calculated at time and one-half the straight time hourly rate in the pay scale.

**Section 39.02.** Prior to the end of 2011 the City and the Union shall reopen negotiations in accordance with Article 51, herein, to negotiate this Wage article and Sections 23.01 through 23.03, Insurances, for calendar year 2012.

**Section 39.03.** Prior to the end of 2012 the City and the Union shall reopen negotiations in accordance with Article 51, herein, to negotiate this Wage article and Sections 23.01 through 23.03, Insurances, for calendar year 2013.

**Section 39.04.** Except for the provisions of paragraph 39.05 below, the first five (5) steps of the pay ranges shall be interpreted as follows:

- A. Step "A" is the minimum rate and shall be the hiring rate for the class.
- B. Step "B" is an incentive advancement to encourage an employee to improve his work. Employees shall be advanced to the "B" Step upon the satisfactory completion of twelve (12) months of service.
- C. Step "C" represents the middle value of the salary range and is the rate at which a fully qualified, experienced and conscientious employee may expect to be paid after a reasonable period of satisfactory service. An employee shall be advanced to the "C" Step upon completion of eighteen (18) months satisfactory service in the class.
- D. Step "D" is to reward employees who have completed long service with the Employer. Employees shall be advanced to Step "D" upon completion of thirty-six (36) months of service in the class, provided they have satisfactory performance evaluations the preceding twelve (12) months.
- E. Step "E" is to reward employees who have completed longer service with the Employer. Employees shall be advanced to Step "E" upon completion of sixty (60) months service in the class provided they have satisfactory performance evaluations the preceding twelve (12) months.

**Section 39.05.** An employee who is demoted, reclassified, or appointed from one class to another, having a lower pay range, the employee shall be assigned to the step which would give him the same rate of pay he held prior to the demotion, reclassification or appointment. If all of the steps in the lower pay range are lower than the employee's prior rate of pay, he shall be assigned to the highest step of the lower pay range.

**Section 39.06.** Notwithstanding the foregoing provisions of this Article, an employee who is promoted, reclassified or appointed from one class to another, having a higher overlapping salary range, shall be adjusted to the minimum of the new range or to one step above his old salary, whichever is higher. Thereafter, advancement will occur as outlined in Section 39.04. In no case shall an employee advance faster than outlined in Section 39.04.

**Section 39.07.** For the purpose of this Article, employees who have resigned and are subsequently duly reinstated shall be considered, for pay purposes, the same as original appointees. Employees separated from service because of injury or physical disability and subsequently duly reinstated to the same or similar position and employees laid off because of shortage of funds or work and subsequently re-employed shall be given credit for previous service.

**Section 39.08.** Pay checks shall be put into envelopes by the City Auditor's Office, so that the employees' financial business is kept private.

**ARTICLE 40**  
**LONGEVITY PAY**

**Section 40.01.** All eligible employees shall receive longevity payments in accordance with the following:

- A. Upon completion of ten (10) years of continuous service with the Employer – \$750.00.
- B. Upon the completion of fifteen (15) years of continuous service with Employer – \$1,100.00.
- C. Upon the completion of twenty (20) years of continuous service with the Employer – \$1,450.00.
- D. Upon completion of twenty-five (25) years of continuous service with the Employer – \$1,800.00.

**Section 40.02.** The above longevity schedule shall be implemented according to the following provisions:

- A. Employees who become eligible for longevity payments prior to December 1 shall receive their full longevity payments in December.
- B. Employees who initially become eligible between December 1 and December 31 shall receive their initial longevity payment in January, and thereafter in December.
- C. All eligible employees who terminate employment prior to December 31 of any year shall receive, as severance, the prorated share of their longevity pay, based on the number of months completed during the year that termination occurs.
- D. All longevity payments, except those in 40.02(C) shall be made by separate check with the appropriate deductions.

**Section 40.03.** Longevity payments shall include overtime reconciliation for the prior twelve (12) month period. The amount due is determined by dividing the longevity entitlement by the total hours worked, dividing that sum by two, and multiplying the result by the total overtime hours worked.

**Section 40.04. Retirement Incentive.** Effective beginning January 1, 2005, any employee who is eligible for longevity pay in accordance with this article and who provides the Employer with notice of the employee's intent to retire within 12 months of becoming eligible for full retirement, shall be eligible to receive a retirement incentive only during such 12 month period subject to the following conditions:

- 1. The employee must provide the Employer with not less than six (6) months advance written notice of the employee's date of retirement.

2. The effective date of the retirement must occur within 12 months of the date the employee became eligible for full retirement.
3. Full retirement for purposes of this section shall mean any employee with at least 25 years of total retirement system service credit who is at least 55 years of age but not more than 31 years of total service credit.
4. Employee shall be eligible for retirement incentive only once. After the employee becomes eligible for full retirement and provides notice to the Employer of the employee's intent to retire within 12 months of eligibility for retirement, any employee who fails to retire during such 12 month period shall forfeit his eligibility for any retirement incentive thereafter.

Notwithstanding the above, any employee with 25 or more years of service and who is eligible to retire as of January 1, 2011, who provides the Employer one (1) month advance written notice of the employee's intent to retire prior to June 30, 2011, shall be eligible for the retirement incentive only during this period.

The retirement incentive as provided in this section shall be equal to two (2) times the amount of the longevity payment the employee was eligible for on the employee's last anniversary date. The double longevity payment shall not be prorated regardless of the date the employee selects to retire.

#### **ARTICLE 41** **SHIFT DIFFERENTIAL**

**Section 41.01.** Employees affected by the shift change shall suffer no loss of shift differential during the remainder of the period for which the shift was originally established or bid.

**Section 41.02.** In addition to the established wage rates, the Employer shall pay a "one step" premium to all employees for all hours worked on shifts known as "night shifts;" hours normally beginning between 3:00 p.m. and 7:00 a.m. Employees designated as "relief" or "swing shift" operators, shall receive the shift premium. Employees receiving shift premiums shall receive same during paid leave time.

#### **ARTICLE 42** **CONFORMITY TO LAW**

**Section 42.01.** This Agreement supersedes and replaces all State laws and Civil Service Laws, Rules and Regulations which it has authority to supersede or replace. Where this Agreement is silent, the provisions of applicable law shall prevail.

This Agreement shall be subject to and subordinated to any applicable present and future Federal laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

**Section 42.02.** If the enactment of legislation, any existing law or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation, law or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

**Section 42.03.** The parties, upon request of either party, shall meet within ten (10) days to attempt to negotiate an adequate lawful alternative provision(s) to any provision(s) declared invalid or unenforceable pursuant to Sections 42.01 and 42.02, above.

#### **ARTICLE 43** **GENDER AND PLURAL**

**Section 43.01.** Whenever the context so requires, the use of words herein the singular shall be construed to include the plural, and words in the plural, the singular, and words in the masculine or feminine genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

#### **ARTICLE 44** **HEADINGS**

**Section 44.01.** It is understood and agreed that the use of headings before Articles or Sections is for convenience only and that no heading shall be used in the interpretation of said Article or Section nor effect any interpretation of any Article or Section.

#### **ARTICLE 45** **OBLIGATION TO NEGOTIATE**

**Section 45.01.** The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 45.02.** Except as otherwise provided herein, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

## **ARTICLE 46**

### **TOTAL AGREEMENT AND WORK RULES**

**Section 46.01.** This Agreement represents the entire understandings and agreement between the Employer and the Union.

**Section 46.02.** The Employer agrees that all work rules shall be reasonable and be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Work rules shall not be applied in violation of the express terms of this Agreement. Any additions or amendments to the work rules shall be reduced to writing and posted on Department bulletin boards for a period of ten (10) working days. The posting of work rules on Department bulletin boards shall constitute notice to all employees. The Union President shall receive a copy of the work rules prior to its posting.

## **ARTICLE 47**

### **GRIEVANCE PROCEDURE**

**Section 47.01.** It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

**Section 47.02.** For the purposes of this procedure, the below listed terms are defined as follows:

- A. **Grievance** — A “grievance” shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision(s) of this Agreement.
- B. **Aggrieved party** — The “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- C. **Party in interest** — A “party in interest” shall be defined as only any employee of the Employer named in the grievance who is not the aggrieved party.

- D. Work Days — A “work day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided in this Agreement.
- E. Class Action Grievance — “Class Action Grievance” shall be defined as a grievance affecting more than one (1) employee.

**Section 47.03.** The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. Except at Step 1, all grievances shall include:
  - 1. the name and position of the aggrieved party;
  - 2. the identity of the provisions of this Agreement involved in the grievance;
  - 3. the date and place where the alleged events or conditions constituting the grievance took place;
  - 4. the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and
  - 5. a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- C. If a grievance affects a group of employees within the same Department it may be submitted as a class action grievance at Step 3. If a grievance affects a group of employees within different Departments, it may be submitted as a class action grievance at Step 4.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- E. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided except for discipline matters and shall not impair or limit the right of any employee to pursue any other applicable remedies

available under any law, which has not been suspended or replaced in accordance with Section 42.01 herein, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

- F. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- G. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- H. The Employer shall furnish the Union, upon the Union's written request, any relevant information necessary for the prompt and fair adjustment of grievances.

**Section 47.04.** All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

**STEP 1:** The employee with or without the Union steward may take up the grievance with the employee's immediate Supervisor if it is done within ten (10) work days of the occurrence of the incident giving rise to the grievance. The Supervisor shall then attempt to adjust the matter and shall respond to the employee within five (5) work days.

**STEP 2:** If the grievance has not been settled satisfactorily to both parties, it may be presented in writing by only the Union representative and/or the steward and the employee to the Division Head within five (5) work days after the Supervisor's response is due. The Division Head shall respond to the Union Steward in writing within five (5) work days.

**STEP 3:** If the grievance still remains unadjusted, it shall be presented in writing together with pertinent material by the Union Grievance Committee to the Department Head within five (5) work days after the response of the Division Head or Supervisor is due. The Department Head shall respond in writing to the Union Grievance Committee within five (5) work days.

**STEP 4:** If the grievance still remains unadjusted, it shall be presented in writing, together with all pertinent materials, to the Mayor within five (5) work days after the response of the Department Head. The Mayor shall respond in writing to the Grievance Committee within five (5) work days.

**ARTICLE 48**  
**ARBITRATION PROCEDURE**

**Section 48.01.** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within twenty-one (21) calendar days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the Union may submit a written demand to arbitrate the grievance.

Upon receipt of the demand to arbitrate, the Union representative shall contact the Employer's representative within ten (10) calendar days to attempt to choose the arbitrator by mutual agreement of the parties. If no agreement is reached, either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party shall have the option to limit the geographical restrictions of the arbitrator list by noting such restriction under special requirements on the Federal Mediation and Conciliation Service Request for Arbitration Panel form. Within ten (10) calendar days after receipt of such list, the parties shall meet to select the arbitrator by striking from the list. The party submitting the demand to arbitrate shall be the first to strike a name. Each party shall have the option to completely reject the entire 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. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question.

The parties shall schedule the hearing promptly. If the hearing is canceled, any cancellation fee shall be paid by the party (or parties) canceling the hearing.

**Section 48.02.** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

**Section 48.03.** The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

**Section 48.04.** The hearing(s) shall be conducted pursuant to the FMCS Arbitration Services Regulations.

**Section 48.05.** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 48.06.** The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the grievant(s).

**Section 48.07.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

## **ARTICLE 49**

### **LICENSES, CERTIFICATIONS, AND PERMITS**

**Section 49.01.** Certain bargaining unit positions require, as a minimum job requirement, motor vehicle operator's license or Commercial Driver's license. Any employee in such a position who fails to maintain the requirement, or who is subjected to a suspension or revocation of the requirement, shall immediately inform the Employer. The affected employee may request assignment to an equal or lower rated vacant position for which he is qualified. In no event will a position be created to accommodate the employee. An employee accepting a lower rated position shall be paid at the rate assigned to the position.

If no position is available, and the license is suspended for one hundred eighty (180) days or less, the employee may take an unpaid suspension for that period of time. If the employee does not regain the license during that time, the Employer may file charges for dismissal pursuant to Article 28.

**Section 49.02.** In the event a classification of employees is designated due to job requirements for licensure, certification or permit during the term of this Agreement, which classification was not so designated on the effective date of this Agreement, the affected employees must acquire the license, certification or permit within ninety (90) calendar days of notification by the Employer. Employees failing to meet the requirement shall be subject to the same provisions as for those who lose the requirement.

## **ARTICLE 50**

### **RETIREMENT DEDUCTION**

PERS shall be handled as deferred compensation.

## **ARTICLE 51**

### **DURATION AND EXECUTION**

**Section 51.01.** This Agreement shall become effective January 1, 2011, and shall remain in full force and effect until 12:00 midnight on December 31, 2013. The parties agree to reopen

negotiations regarding Article 39, Wages and Sections 23.01 through 23.03, Insurances, for calendar years 2012 and 2013, subject to the process required herein and the requirements of Sections 39.02 and 39.03 of this Agreement.

This Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than forty-five (45) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

**Section 51.02.** In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding Section.

## **ARTICLE 52**

### **CONDITIONS OF EMPLOYMENT**

**Section 52.01.** Residency requirements shall be in accordance with O.R.C. 9.481. Any employee assigned to a classification requiring response during times of emergency (i.e., snow falls, water line breaks, sewer backups, etc.) shall reside in Allen County or a county contiguous to Allen County.

**Section 52.02.** If state law changes in any way to permit reimplementation by the City, if a court of competent jurisdiction permits reimplementation by the City, or if the City determines its ability to reimplement residency, the following requirement shall be in effect: All bargaining unit employees hired subsequent to the date of implementation and thereafter shall maintain a primary and permanent residence within the city limits of the City of Lima, Ohio after completion of their probationary period. The employee will maintain a residence which establishes the employee's ongoing physical presence to make that employee available the majority of the employee's non-work time to be called in to work for emergencies or other assignments.

SIGNATURE PAGE

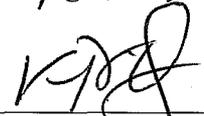
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 3rd day of January, 2011.

FOR THE CITY OF LIMA:

FOR THE UNION, AFSCME, OHIO  
COUNCIL 8, LOCAL 1002, AFL-CIO:

  
\_\_\_\_\_  
David J. Berger, Mayor

  
\_\_\_\_\_  
Randall J. McElfresh, Staff Representative

  
\_\_\_\_\_  
Vincent T. Ozier  
Director of Human Resources

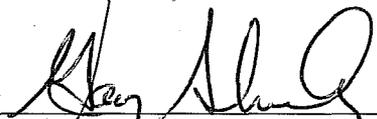
  
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Ed Scarberry

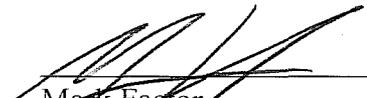
  
\_\_\_\_\_  
Steve Cleaves, Finance Director

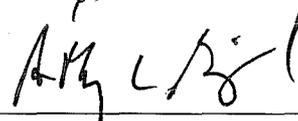
  
\_\_\_\_\_  
Anna M. Bennett

  
\_\_\_\_\_  
Howard Elstro, Director of Public Works

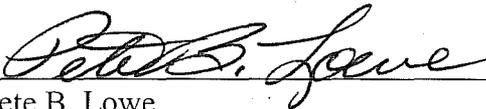
  
\_\_\_\_\_  
Bart Anderson

  
\_\_\_\_\_  
Gary Sheely, Director of Utilities

  
\_\_\_\_\_  
Mark Factor

  
\_\_\_\_\_  
Tony Geiger, Law Director

  
\_\_\_\_\_  
Bob Swisher

  
\_\_\_\_\_  
Pete B. Lowe,  
Management Consultant

**APPENDIX A  
CITY OF LIMA, OHIO  
AFSCME BARGAINING UNIT EMPLOYEES  
LESS THAN FIVE YEARS CONTINUOUS SERVICE  
SCHEDULE A  
(EFFECTIVE: January 1, 2011)**

PAY RANGE	STEP A			STEP B			STEP C			STEP D			STEP E		
	Bi-Week	Hrly.	O/T												
1	\$1,063.20	\$13.29	\$19.94	\$1,082.40	\$13.53	\$20.30	\$1,103.20	\$13.79	\$20.69	\$1,120.00	\$14.00	\$21.00	\$1,144.80	\$14.31	\$21.47
2	\$1,082.40	\$13.53	\$20.30	\$1,103.20	\$13.79	\$20.69	\$1,120.00	\$14.00	\$21.00	\$1,144.80	\$14.31	\$21.47	\$1,168.00	\$14.60	\$21.90
3	\$1,103.20	\$13.79	\$20.69	\$1,120.00	\$14.00	\$21.00	\$1,144.80	\$14.31	\$21.47	\$1,168.00	\$14.60	\$21.90	\$1,187.20	\$14.84	\$22.26
4	\$1,120.00	\$14.00	\$21.00	\$1,144.80	\$14.31	\$21.47	\$1,168.00	\$14.60	\$21.90	\$1,187.20	\$14.84	\$22.26	\$1,215.20	\$15.19	\$22.79
5	\$1,144.80	\$14.31	\$21.47	\$1,168.00	\$14.60	\$21.90	\$1,187.20	\$14.84	\$22.26	\$1,215.20	\$15.19	\$22.79	\$1,238.40	\$15.48	\$23.22
6	\$1,168.00	\$14.60	\$21.90	\$1,187.20	\$14.84	\$22.26	\$1,215.20	\$15.19	\$22.79	\$1,238.40	\$15.48	\$23.22	\$1,268.00	\$15.85	\$23.78
7	\$1,189.60	\$14.87	\$22.31	\$1,215.20	\$15.19	\$22.79	\$1,238.40	\$15.48	\$23.22	\$1,268.00	\$15.85	\$23.78	\$1,296.00	\$16.20	\$24.30
8	\$1,215.20	\$15.19	\$22.79	\$1,238.40	\$15.48	\$23.22	\$1,268.00	\$15.85	\$23.78	\$1,296.00	\$16.20	\$24.30	\$1,324.00	\$16.55	\$24.83
9	\$1,238.40	\$15.48	\$23.22	\$1,268.00	\$15.85	\$23.78	\$1,296.00	\$16.20	\$24.30	\$1,329.60	\$16.62	\$24.93	\$1,356.80	\$16.96	\$25.44
10	\$1,268.00	\$15.85	\$23.78	\$1,296.00	\$16.20	\$24.30	\$1,329.60	\$16.62	\$24.93	\$1,356.80	\$16.96	\$25.44	\$1,384.80	\$17.31	\$25.97
11	\$1,296.00	\$16.20	\$24.30	\$1,329.60	\$16.62	\$24.93	\$1,356.80	\$16.96	\$25.44	\$1,388.00	\$17.35	\$26.03	\$1,420.00	\$17.75	\$26.63
12	\$1,329.60	\$16.62	\$24.93	\$1,356.80	\$16.96	\$25.44	\$1,388.00	\$17.35	\$26.03	\$1,420.00	\$17.75	\$26.63	\$1,455.20	\$18.19	\$27.29
13	\$1,356.80	\$16.96	\$25.44	\$1,388.00	\$17.35	\$26.03	\$1,420.00	\$17.75	\$26.63	\$1,455.20	\$18.19	\$27.29	\$1,495.20	\$18.69	\$28.04
14	\$1,388.00	\$17.35	\$26.03	\$1,420.00	\$17.75	\$26.63	\$1,455.20	\$18.19	\$27.29	\$1,495.20	\$18.69	\$28.04	\$1,535.20	\$19.19	\$28.79
15	\$1,420.00	\$17.75	\$26.63	\$1,455.20	\$18.19	\$27.29	\$1,495.20	\$18.69	\$28.04	\$1,535.20	\$19.19	\$28.79	\$1,576.80	\$19.71	\$29.57
16	\$1,455.20	\$18.19	\$27.29	\$1,495.20	\$18.69	\$28.04	\$1,535.20	\$19.19	\$28.79	\$1,576.80	\$19.71	\$29.57	\$1,620.80	\$20.26	\$30.39
17	\$1,495.20	\$18.69	\$28.04	\$1,535.20	\$19.19	\$28.79	\$1,576.80	\$19.71	\$29.57	\$1,620.80	\$20.26	\$30.39	\$1,666.40	\$20.83	\$31.25
18	\$1,535.20	\$19.19	\$28.79	\$1,576.80	\$19.71	\$29.57	\$1,620.80	\$20.26	\$30.39	\$1,666.40	\$20.83	\$31.25	\$1,715.20	\$21.44	\$32.16
19	\$1,576.80	\$19.71	\$29.57	\$1,620.80	\$20.26	\$30.39	\$1,666.40	\$20.83	\$31.25	\$1,715.20	\$21.44	\$32.16	\$1,766.40	\$22.08	\$33.12

PAY RANGE	STEP A			STEP B			STEP C			STEP D			STEP E		
	Bi-Week	Hrly.	O/T												
20	\$1,618.40	\$20.23	\$30.35	\$1,666.40	\$20.83	\$31.25	\$1,720.00	\$21.50	\$32.25	\$1,772.00	\$22.15	\$33.23	\$1,830.40	\$22.88	\$34.32
21	\$1,666.40	\$20.83	\$31.25	\$1,720.00	\$21.50	\$32.25	\$1,772.00	\$22.15	\$33.23	\$1,830.40	\$22.88	\$34.32	\$1,892.00	\$23.65	\$35.48
22	\$1,720.00	\$21.50	\$32.25	\$1,772.00	\$22.15	\$33.23	\$1,830.40	\$22.88	\$34.32	\$1,892.00	\$23.65	\$35.48	\$1,959.20	\$24.49	\$36.74
23	\$1,772.00	\$22.15	\$33.23	\$1,830.40	\$22.88	\$34.32	\$1,892.00	\$23.65	\$35.48	\$1,959.20	\$24.49	\$36.74	\$2,024.80	\$25.31	\$37.97
24	\$1,830.40	\$22.88	\$34.32	\$1,892.00	\$23.65	\$35.48	\$1,959.20	\$24.49	\$36.74	\$2,024.80	\$25.31	\$37.97	\$2,092.80	\$26.16	\$39.24
25	\$1,892.00	\$23.65	\$35.48	\$1,959.20	\$24.49	\$36.74	\$2,024.80	\$25.31	\$37.97	\$2,092.80	\$26.16	\$39.24	\$2,168.80	\$27.11	\$40.67
26	\$1,959.20	\$24.49	\$36.74	\$2,024.80	\$25.31	\$37.97	\$2,092.80	\$26.16	\$39.24	\$2,168.80	\$27.11	\$40.67	\$2,243.20	\$28.04	\$42.06

APPENDIX A  
CITY OF LIMA, OHIO  
AFSCME BARGAINING UNIT EMPLOYEES  
FIVE YEARS CONTINUOUS SERVICE  
SCHEDULE B  
(EFFECTIVE: January 1, 2011)

PAY RANGE	STEP A			STEP B			STEP C			STEP D			STEP E		
	Bi-Week	Hrly.	O/T												
1	\$1,080.00	\$13.50	\$20.25	\$1,099.20	\$13.74	\$20.61	\$1,117.60	\$13.97	\$20.96	\$1,140.80	\$14.26	\$21.39	\$1,161.60	\$14.52	\$21.78
2	\$1,099.20	\$13.74	\$20.61	\$1,117.60	\$13.97	\$20.96	\$1,140.80	\$14.26	\$21.39	\$1,161.60	\$14.52	\$21.78	\$1,184.00	\$14.80	\$22.20
3	\$1,117.60	\$13.97	\$20.96	\$1,140.80	\$14.26	\$21.39	\$1,161.60	\$14.52	\$21.78	\$1,184.00	\$14.80	\$22.20	\$1,204.80	\$15.06	\$22.59
4	\$1,140.80	\$14.26	\$21.39	\$1,161.60	\$14.52	\$21.78	\$1,184.00	\$14.80	\$22.20	\$1,204.80	\$15.06	\$22.59	\$1,232.00	\$15.40	\$23.10
5	\$1,161.60	\$14.52	\$21.78	\$1,184.00	\$14.80	\$22.20	\$1,204.80	\$15.06	\$22.59	\$1,232.00	\$15.40	\$23.10	\$1,257.60	\$15.72	\$23.58
6	\$1,184.00	\$14.80	\$22.20	\$1,204.80	\$15.06	\$22.59	\$1,232.00	\$15.40	\$23.10	\$1,257.60	\$15.72	\$23.58	\$1,283.20	\$16.04	\$24.06
7	\$1,204.80	\$15.06	\$22.59	\$1,232.00	\$15.40	\$23.10	\$1,257.60	\$15.72	\$23.58	\$1,283.20	\$16.04	\$24.06	\$1,311.20	\$16.39	\$24.59
8	\$1,232.00	\$15.40	\$23.10	\$1,257.60	\$15.72	\$23.58	\$1,283.20	\$16.04	\$24.06	\$1,311.20	\$16.39	\$24.59	\$1,344.80	\$16.81	\$25.22
9	\$1,257.60	\$15.72	\$23.58	\$1,283.20	\$16.04	\$24.06	\$1,311.20	\$16.39	\$24.59	\$1,344.80	\$16.81	\$25.22	\$1,376.00	\$17.20	\$25.80
10	\$1,283.20	\$16.04	\$24.06	\$1,311.20	\$16.39	\$24.59	\$1,344.80	\$16.81	\$25.22	\$1,376.00	\$17.20	\$25.80	\$1,409.60	\$17.62	\$26.43
11	\$1,311.20	\$16.39	\$24.59	\$1,344.80	\$16.81	\$25.22	\$1,376.00	\$17.20	\$25.80	\$1,409.60	\$17.62	\$26.43	\$1,444.00	\$18.05	\$27.08
12	\$1,344.80	\$16.81	\$25.22	\$1,376.00	\$17.20	\$25.80	\$1,409.60	\$17.62	\$26.43	\$1,444.00	\$18.05	\$27.08	\$1,479.20	\$18.49	\$27.74
13	\$1,376.00	\$17.20	\$25.80	\$1,409.60	\$17.62	\$26.43	\$1,444.00	\$18.05	\$27.08	\$1,479.20	\$18.49	\$27.74	\$1,519.20	\$18.99	\$28.49
14	\$1,409.60	\$17.62	\$26.43	\$1,444.00	\$18.05	\$27.08	\$1,479.20	\$18.49	\$27.74	\$1,519.20	\$18.99	\$28.49	\$1,558.40	\$19.48	\$29.22
15	\$1,444.00	\$18.05	\$27.08	\$1,479.20	\$18.49	\$27.74	\$1,519.20	\$18.99	\$28.49	\$1,558.40	\$19.48	\$29.22	\$1,603.20	\$20.04	\$30.06
16	\$1,479.20	\$18.49	\$27.74	\$1,519.20	\$18.99	\$28.49	\$1,558.40	\$19.48	\$29.22	\$1,603.20	\$20.04	\$30.06	\$1,646.40	\$20.58	\$30.87
17	\$1,519.20	\$18.99	\$28.49	\$1,558.40	\$19.48	\$29.22	\$1,603.20	\$20.04	\$30.06	\$1,646.40	\$20.58	\$30.87	\$1,691.20	\$21.14	\$31.71
18	\$1,558.40	\$19.48	\$29.22	\$1,603.20	\$20.04	\$30.06	\$1,646.40	\$20.58	\$30.87	\$1,691.20	\$21.14	\$31.71	\$1,744.00	\$21.80	\$32.70
19	\$1,603.20	\$20.04	\$30.06	\$1,646.40	\$20.58	\$30.87	\$1,691.20	\$21.14	\$31.71	\$1,744.00	\$21.80	\$32.70	\$1,801.60	\$22.52	\$33.78

PAY RANGE	STEP A			STEP B			STEP C			STEP D			STEP E		
	Bi-Week	Hrly.	O/T												
20	\$1,643.20	\$20.54	\$30.81	\$1,691.20	\$21.14	\$31.71	\$1,751.20	\$21.89	\$32.84	\$1,807.20	\$22.59	\$33.89	\$1,860.00	\$23.25	\$34.88
21	\$1,691.20	\$21.14	\$31.71	\$1,751.20	\$21.89	\$32.84	\$1,807.20	\$22.59	\$33.89	\$1,860.00	\$23.25	\$34.88	\$1,925.60	\$24.07	\$36.11
22	\$1,751.20	\$21.89	\$32.84	\$1,807.20	\$22.59	\$33.89	\$1,860.00	\$23.25	\$34.88	\$1,925.60	\$24.07	\$36.11	\$1,990.40	\$24.88	\$37.32
23	\$1,807.20	\$22.59	\$33.89	\$1,860.00	\$23.25	\$34.88	\$1,925.60	\$24.07	\$36.11	\$1,990.40	\$24.88	\$37.32	\$2,060.00	\$25.75	\$38.63
24	\$1,860.00	\$23.25	\$34.88	\$1,925.60	\$24.07	\$36.11	\$1,990.40	\$24.88	\$37.32	\$2,060.00	\$25.75	\$38.63	\$2,129.60	\$26.62	\$39.93
25	\$1,925.60	\$24.07	\$36.11	\$1,990.40	\$24.88	\$37.32	\$2,060.00	\$25.75	\$38.63	\$2,129.60	\$26.62	\$39.93	\$2,204.80	\$27.56	\$41.34
26	\$1,990.40	\$24.88	\$37.32	\$2,060.00	\$25.75	\$38.63	\$2,129.60	\$26.62	\$39.93	\$2,204.80	\$27.56	\$41.34	\$2,280.80	\$28.51	\$42.77

## APPENDIX B

<u>CLASS TITLES</u>	<u>PAY RANGE</u>
Account Clerk I	11
Account Clerk II (Except Purchasing/Finance and one (1) employee who reports directly to the Director of Public Works)	13
Assistant Building Inspector	20
Assistant Sewer Collection Operator	14
Assistant Water Supply & Treatment Maintenance Operator	14
Assistant Wastewater Treatment Maintenance Operator	14
Assistant Wastewater Plant Operator	14
Assistant Water Plant Operator	14
Auto Parts Technician	14
Building Inspector	26
Building Maintenance Worker	14
Clerk Typist	10
Computer Operator/Programmer	20
Construction and Maintenance Worker I	14
Construction and Maintenance Worker II	16
Custodian	12
Customer Service Representative	16
Electrical Inspector	26
Electronics Technician	20
Engineering Technician I (Design)	16
Engineering Technician II (Construction Inspection)	20
Engineering Technician II (Design)	19
Engineering Technician II (Mapping and Inspection)	19
Engineering Technician II (Survey)	17
Garage Mechanic	18
Housing Loan Originator	15
Housing Rehab Inspector	18
Income Tax Examiner I	18
Income Tax Examiner II	20
Industrial Monitoring Technician I	17
Industrial Monitoring Technician II	18
Industrial Monitoring Technician III	19
Laboratory Chemist	19
Laboratory Chemist (With Class III License)	20
Laboratory Clerk	11
Parking Meter Serviceman	14
Property Maintenance Code Inspector I	15
Property Maintenance Code Inspector II	18
Recreation Leader IV	15
Secretary 1 (Except Personnel)	11

## APPENDIX B

<u>CLASS TITLES</u>	<u>PAY RANGE</u>
Service/Maintenance Mechanic	18
Service Maintenance Mechanic (With Certification)	19
Sewer Collection Operator I	16
Sewer Collection Operator II	17
Sewer Systems Technician	18
Street Signs Technician	14
Switchboard Operator	6
Traffic Signal Serviceman	17
Wastewater Treatment Maintenance Operator I	16
Wastewater Treatment Maintenance Operator II	17
Wastewater Treatment Plant Laboratory Technician I	17
Wastewater Treatment Plant Laboratory Technician II	18
Wastewater Treatment Plant Laboratory Technician III	19
Wastewater Treatment Plant Operator I	17
Wastewater Treatment Plant Operator II	18
Wastewater Treatment Plant Operator III	19
Water Distribution Assistant Operator	14
Water Distribution Operator I	16
Water Distribution Operator II	17
Water Meter Reader	14
Water Meter Reader II	16
Water Meter Repairman	16
Water Plant Operator I	17
Water Plant Operator II	18
Water Plant Operator III	19
Water Supply & Treatment Maintenance Operator I	16
Water Supply & Treatment Maintenance Operator II	17
Water Treatment Laboratory Technician I	17
Water Treatment Laboratory Technician II	18
Water Treatment Laboratory Technician III	19

## APPENDIX C

### LAY-OFF CLASSIFICATION SERIES AND BUMPING PROCEDURES

#### AFSCME — LOCAL 1002

The following groups of position classifications shall be used to determine the bumping rights of employees both within the classification group and the associated classification group(s) in which the employee is qualified.

A laid-off employee shall have seniority bumping rights to those positions within the classification series group identified. Once the least senior employee within the classification series group is identified, this employee may bump to the associated classification series identified, provided there is a lesser seniority employee within the associated classification series group.

The seniority bumping rights shall be applied in the following order: Section Unit, Division, Department, Intra-department. Seniority bumping shall be limited to those qualifying positions which are lateral or at a lower pay range.

#### CLASSIFICATION SERIES GROUP

##### Group A

Clerk Typist  
Switchboard Operator  
Secretary I

##### Group B

Account Clerk I  
Account Clerk II  
Laboratory Clerk

Associated Group A

##### Group C

Income Tax Examiner I  
Income Tax Examiner II  
Housing Loan Originator

Associated Group A, B

##### Group D

Engineering Tech I (Design)  
Engineering Tech II (Survey)  
Engineering Tech II (Design)  
Engineering Tech II (Mapping & Inspection)  
Engineering Tech II (Construction Inspection)

##### Group E

Asst. Building Inspector  
Property Maintenance Code Inspector I  
Property Maintenance Code Inspector II  
Housing Rehab Inspector

##### Group F

Custodian

## APPENDIX C

### Group G

Construction & Maintenance Worker I  
Construction & Maintenance Worker II  
Building Maintenance Worker  
Parking Meter Serviceman  
Street Signs Technician

Associated Group F, Q, R, S

### Group I

Service/Maintenance Mechanics

Associated Group R

### Group K

Traffic Signal Serviceman

Associated Group G

### Group M

Vacant

### Group O

Asst. W.W. Plant Opr.  
W.W. Treatment Plant Opr. I  
W.W. Treatment Plant Opr. II  
W.W. Treatment Plant Opr. III

### Group H

Garage Mechanic  
Auto Parts Technician

Associated Group G or R

### Group J

Electronics Technicians  
Computer Operator/Programmer

Associated Group R

### Group L

Vacant

### Group N

Asst. Water Plant Oprs.  
Water Plant Opr. I  
Water Plant Opr. II  
Water Plant Opr. III

### Group P

Laboratory Chemist  
Laboratory Tech. I  
Laboratory Tech. II  
Laboratory Tech. III

Associated Group N, O

**APPENDIX C**

**Group Q**

Asst. Maintenance Opr.  
Maintenance Opr. I  
Maint. Opr. II

Associated Group R

**Group S**

Asst. Sewer Collection Opr.  
Sewer Collection Opr. I  
Sewer Collection Opr. II

Associated Group R,

**Group U**

Water Meter Reader I  
Water Meter Reader II  
Customer Service Rep.  
Water Meter Repairman

Associated Group R

**Group W**

Recreation Leader IV

**Group R**

Water Dist. Asst. Opr.  
Water Dist. Opr. I  
Water Dist. Opr. II

Associated Group G, Q, S

**Group T**

Sewer System Tech.

Associated Group S

**Group V**

Industrial Mon. Tech. I  
Industrial Mon. Tech. II  
Industrial Mon. Tech. III

Associated Group O

## APPENDIX D

### Premium Contribution Calculation Examples

The process for calculating health insurance premiums begins with examining the change in COBRA rate from one year to the next less the 2% administrative fee. First, the employee maximum exposure amount (EA) is calculated by taking the prior year (PY) COBRA rate and adding 10%. Next, the new year (NY) COBRA rate is compared to the EA. If the NY COBRA rate is larger than the EA, then the EA is used for calculation purposes by subtracting the PY from the EA and multiplying that difference by 20%. That amount is then added to the previous year's employee monthly premium contribution amount resulting in the new year's monthly premium contribution amount. If the NY is not larger than the EA, then the NY is used for calculation purposes by subtracting the PY from the NY and multiplying that difference by 20%. That number is then added to the previous year's monthly employee contribution amount resulting in the new year's employee monthly premium contribution amount.

<b>The 2007 Calculation for Family Coverage</b>
-------------------------------------------------

	<b>Traditional</b>	<b>SuperMed</b>
Prior Year Rate (PY) =	\$1,280.94	\$1,280.94
Maximum Exposure Amount (EA = PY *1.1) =	\$1,409.03	\$1,409.03
New Year COBRA Rate (NY) =	\$1,518.60	\$1,332.30
The EA is < the NY, therefore (EA - PY)*20%	\$ 25.62	\$ 4.16
Plus last years premium contribution amount	\$ 30.91	\$ 30.91
Equals the NY employee monthly contribution (Note: NY is less than EA, therefore NY-PY)	\$ 56.53	\$ 35.07

#### An Example of a Reduction in 2008 for Family Coverage

	<b>Traditional</b>	<b>SuperMed</b>
Prior Year Rate (PY) =	\$1,518.60	\$1,301.74
Maximum Exposure Amount (EA = PY *1.1) =	\$1,670.46	\$1,431.91
New Year COBRA Rate (NY) =	\$1,485.20	\$1,285.65
The EA is > the NY, therefore (NY - PY)*20%	\$ (6.68)	\$ (3.22)
Plus last years premium contribution amount	\$ 56.53	\$ 35.07
Equals the NY employee monthly contribution	\$ 49.85	\$ 31.85

**LETTER OF UNDERSTANDING #1  
DECEMBER 3, 2004**

Preamble

Competitive Assessment Plan Implementation (CAPI) through the Reorganization Plan, dated October 26, 2001 (Final Revisions), hereafter referred to as the Plan.

The City of Lima and AFSCME, Local 1002 (hereafter referred to as the Parties), agree that the Bargaining Agreement Section 9.03(m) Labor-Management Relations will be utilized to implement the Utilities Department changes necessitated by the Plan through a mutually approved process between the Parties. The provisions contained herein are contingent upon the State Employee Relations Board (SERB) approving and recognizing the new class titles presented as being within the ASFCME Local 1002 Bargaining Unit. These provisions are also contingent upon acceptance and passage of the appropriate ordinance by Lima City Council.

Utility Field Services Division (UFSD)

Part A — General Considerations

Implementation of the Utilities Field Services Division will require the following contractual and/or procedural changes as agreed to between Parties.

1. The Water Distribution Division and Sewer Maintenance Division shall be merged creating the new Utility Field Services Division. All contractual and identity to the former divisions shall be removed and replaced with UFSD designations. The Utility Field Services Division will include the disciplines of Water Distribution and Sewer Collections.
2. The Service/Maintenance Mechanic assigned to the former Sewer Maintenance Division shall be transferred to the Wastewater Treatment Plant Division (WWTP) effective on the date the UFSD becomes operational. The sanitary sewer lift stations and CSO Control Structures will be the mechanical maintenance responsibilities of the WWTP, effective on the date referenced above. The anticipated date is in early December 2004. This is an interim step until the implementation of the Program Driven Maintenance Group (PDMG).

Structural cleaning and similar maintenance will remain the responsibility of the UFSD as the required equipment (vactors) will remain in that division.

3. The Water Distribution Garage Mechanic will be reappointed as the UFSD Service/Maintenance Mechanic to provide alignment with the staffing of the proposed PDMG.

4. Sewer Maintenance Clerk/Typist will be reappointed as an Account Clerk I in the UFSD. The Clerk/Typist position in Sewer Maintenance is being deleted with the closure of the division. This reassignment is in compliance with the proposed staffing of the new UFSD. The employee will become a permanent Utilities Department employee, with the Division Seniority based on the original transfer date when the employee was assigned to the Sewer Maintenance Division, that being April 15, 2002.
5. In the event of any lay-off, the previous WSTP employees that were displaced and moved to Sewer Maintenance and Water Distribution, now UFSD shall not be laid off before any licensed operators with less city wide seniority within their Classification Series Group or associated group.
6. Skill Based Pay for Demonstrated Competency — UFSD Model (SBP-UFSD Model)

a. Operator Classification

UFSD Operator — Mentor

Minimum 18E

Conditions

WD II and SC I

or

SC II and WD I

Maximum 19E

Conditions

WD II and SC II

UFSD Operator — Applier

Conditions

Minimum 16E

WD I

or

SC I

Maximum 17E

Conditions

(A) WD I and SC I

(B) WD II

(C) SC II

UFSD Assistant Operator — Learner

Minimum 14A

Conditions

\*(No License)

Skill Step 14D

Conditions

\*OTCO Certifications

Maximum 15E

Conditions

\*2nd discipline OTCO Certificate

1. WD = Water Distribution Operator License as issued by the Ohio EPA
2. SC = Sewer Collections Operator License as issued by the Ohio EPA
3. Employees holding the Assistant Operator or Operator job classification, upon implementation of this agreement shall retain their current Pay Step in Pay Range 14 or 16; with advancement in accordance with the condition requirements defined for the next Skill Step in the SBP-UFSD Operator Classification Model.

b. Sewer System Technician Classification

UFSD Sewer System Technician — Mentor

Minimum 18E	Skill Step 19E	Maximum 20E
<u>Conditions</u>	<u>Conditions</u>	<u>Conditions</u>
SC II	SCII and WD I	SC II and WD II

c. UFSD Technology Specialists Classification

The classification of Engineering Technicians I and II in the Water Distribution Division shall be reclassified as UFSD Technology Specialists under an SBP Model.

UFSD Technology Specialists — Mentor

Minimum 20E	Maximum 21E
<u>Conditions</u>	<u>Conditions</u>
WD I I and SC I	(A) WD II and SC II
or	
SC II and WD I	

UFSD Technology Specialists — Applier

Minimum 18E	Maximum 19E
<u>Conditions</u>	<u>Conditions</u>
WD I	(A) WD I and SC I
or	(B) WD II
SC I	(C) SC II

UFSD Technology Specialists — Learner

Minimum 16A	Skill Step 16C	Maximum 17E
<u>Conditions</u>	<u>Conditions</u>	<u>Conditions</u>
Associates Degree	*OTCO Certification	*2nd Discipline OTCO
in appropriate discipline		Certification

1. Employees holding the Engineering I or Engineering II job classification, upon implementation of this agreement, shall retain their current Pay Step in Pay Range 16 or 19; with advancement in accordance with the condition requirements defined for the next Skill Step in the SBP-UFSD Technology Specialists Model.

7. Overtime for Callouts

1. Water Distribution Discipline

- a. After-hour serviceman determines if he can do the job. If he can't, he calls the duty manager, who determines the procedure to take care of the problem.
- b. Manager calls 1<sup>st</sup> qualified operator in the discipline and/or 1<sup>st</sup> eligible on combined discipline list.

2. Sewer Collection Discipline

- a. Plant calls on duty manager who determines procedure to take care of problem.
- b. Manager calls 1<sup>st</sup> qualified operator in the discipline and 1<sup>st</sup> eligible on combined discipline list.

8. Retraining Issue

1. Tanker Endorsement for the commercial drivers license must be obtained within 6 months.
2. The Utilities Department will provide reimbursement of the CDL fees for those employees who are successful in obtaining the necessary endorsements within the 6 month period.

9. Core Service Jobs Minimum Qualifications

A. Job Duties

1. (2) Valve Tech — Requires at least one Class I Water Distribution License, with second Licensed Operator in time.
2. (2) Leak Detection - Requires at least one Class I Water Distribution License, with second License Operator in time.
3. (1) Meter Repair \*\* already filled
4. (1) Emergency Customer Service — Qualified Assistant Operator
5. (6) Sewer Cleaning (Based on three sewer cleaning machines)
  - a. (3) Class I Sewer Collection License
  - b. (3) Assistant Operators

6. Sewer Camera Crew

- a. (1) Sewer System Technician\*\* (1) position already filled
- b. (1) Assistant Operator or Operator (Class I or II in Sewer Collection). A second Sewer System Technician will be developed over time (bid position).

Operations and Maintenance

- 1. Engineering Techs (Proposed to be retitled as UFSD Technology Specialists under an SBP Model)
  - a. Engineering Tech I \*\* already filled
  - b. Engineering Tech II \*\* already filled
- 2. (1) Location Service — assistant operator
- 3. (14) Maintenance Operators
  - a. Two-man crews (1) operator from either discipline and (1) assistant operator from opposite discipline. (Goal, not requirement)
  - b. Three-man crews (1) operator from either discipline and (2) assistant operators from any discipline. (Goal, not requirement)

B. Job duties will be filled based on qualifications and divisional seniority preference with the concurrence of the UFSD manager. Division manager may assign job duties based on staffing needs of UFSD. Cross training of operators will be scheduled by division manager, with a six-month target in any one discipline, subject to conditions for the first six months.

10. Cross Training

- 1. Two week rotation between operations and core for first 6 months.

11. Following a six-month period, a labor/management meeting will be held to review progress of implementation of the UFSD procedures and the results thereof. The purpose will also include discussion of any change considerations to improve the implementation process.

Part B — Necessary Changes to Contract Language

1. Article 12 Overtime Work, Call-in and Compensation

a. Article 12.06 (Procedural issue not language change)

Upon the date of implementation of the UFSD the overtime hours worked and refused will be adjusted to zero (0), thereafter, the conditions defined in Article 12.06 shall apply commencing on January 1, 2006.

b. Section 12.07 (First paragraph replacement)

It is agreed that in the UFSD that on all emergency call-outs of the sewer collection discipline that the “on duty” manager will be notified and employees within the UFSD Operator classification series will be called out to investigate the complaint; consisting, at minimum, of an operator qualified in the sewer collection discipline and one other employee from the designated classification series. They shall be guaranteed three (3) hours pay at one and one-half (1-1/2) times their hourly rate for each call-out under this situation. The overtime shall be equally distributed between employees classified in the UFSD Operator series. If the complaint requires the call-out of a crew, Section 12.03 will apply.

c. Section 12.08

First Sentence Delete — Water Supply and Treatment Maintenance Operator Series; replace with Water Supply and Treatment Operator (TPO) Series. Maintain Mechanics in roster.

d. Section 12.13

1. First Sentence: Remove - Utilities Department Water Distribution Division; replace with UFSD.
2. Number C.2: Remove Water Distribution Operator; replace with UFSD.
3. Number D: Remove Water Distribution Operator; replace with UFSD.
4. Number F: Remove Water Distribution Operator; replace with UFSD Operator qualified in the Water Distribution discipline.

e. Section 15.07

Vacations in USFD continuous Utilities Department Seniority will be used for vacation preference scheduling prior to March 15<sup>th</sup>.

f. Section 25.01

Upon implementation of the Utilities Field Services Group, Section 25.01 shall be interpreted by the Union and Management to establish the various seniorities as indicated (only in the UFSD):

Classification Seniority goes back to the most recent date of continuous Utilities Department Seniority.

Classification Series Seniority goes back to the most recent date of continuous Utilities Department Seniority.

Divisional Seniority goes back to the most recent date of continuous Utilities Department Seniority.

Appendix B

Delete: Assistant Sewer Collection Operator  
Sewer Collection Operator I  
Sewer Collection Operator II

Water Distribution Assistant Operator  
Water Distribution Operator I  
Water Distribution Operator II

Computer Operator Programmer  
Electronics Technician

Add: Customer Service Specialists Series

Customer Service Specialists (SBP Model) Mentor Maximum 18E  
Customer Service Specialists (SBP Model) Mentor 3/4 Skill Step 17D  
Customer Service Specialists (SBP Model) Mentor Minimum 16D  
Customer Service Specialists (SBP Model) Applier Maximum 16C  
Customer Service Specialists (SBP Model) Applier 3/4 Skill Step 14D  
Customer Service Specialists (SBP Model) Applier Minimum 13D  
Customer Service Specialists (SBP Model) Learner Maximum 11E  
Customer Service Specialists (SBP Model) Learner Minimum 11A

DSG Computer Operator/Programmer Series

DSG Computer Operator/Programmer (SBP Model) Mentor Maximum 23E  
DSG Computer Operator/Programmer (SBP Model) Mentor 3/4 Skill Step 23D  
DSG Computer Operator/Programmer (SBP Model) Mentor Minimum 22D  
DSG Computer Operator/Programmer (SBP Model) Applier Maximum 22C  
DSG Computer Operator/Programmer (SBP Model) Applier 3/4 Skill Step 22B  
DSG Computer Operator/Programmer (SBP Model) Applier Minimum 21B

DSG Computer Operator/Programmer (SBP Model) Learner Maximum 20B  
DSG Computer Operator/Programmer (SBP Model) Learner Minimum 20A

DSG Electronics Technician Series

DSG Electronics Technician (SBP Model) Mentor Maximum 23E  
DSG Electronics Technician (SBP Model) Mentor 3/4 Skill Step 23D  
DSG Electronics Technician (SBP Model) Mentor Minimum 22D  
DSG Electronics Technician (SBP Model) Applier Maximum 22C  
DSG Electronics Technician (SBP Model) Applier 3/4 Skill Step 22B  
DSG Electronics Technician (SBP Model) Applier Minimum 21B  
DSG Electronics Technician (SBP Model) Learner Maximum 20B  
DSG Electronics Technician (SBP Model) Learner Minimum 20A

Utility Field Services Operator Series

Utility Field Services Operator (SBP Model) Mentor Maximum 19E  
Utility Field Services Operator (SBP Model) Mentor Minimum 18E  
Utility Field Services Operator (SBP Model) Applier Maximum 17E  
Utility Field Services Operator (SBP Model) Applier Minimum 16E  
Utility Field Services Assistant Operator (SBP Model) Learner Maximum 15E  
Utility Field Services Assistant Operator (SBP Model) Learner Skill Step 14D  
Utility Field Services Assistant Operator (SBP Model) Learner Minimum 14A

Utility Field Services Technology Specialist Series

Utility Field Services Technology Specialist (SBP Model) Mentor Maximum 21E  
Utility Field Services Technology Specialist (SBP Model) Mentor Minimum 20E  
Utility Field Services Technology Specialist (SBP Model) Applier Maximum 19E  
Utility Field Services Technology Specialist (SBP Model) Applier Minimum 18E  
Utility Field Services Technology Specialist (SBP Model) Learner Maximum 17E  
Utility Field Services Technology Specialist (SBP Model) Learner Skill Step 16C  
Utility Field Services Technology Specialist (SBP Model) Learner Minimum 16A

Sewer System Technician Series

Sewer System Technician (SBP Model) Mentor Maximum 20E  
Sewer System Technician (SBP Model) Mentor Skill Step 19E  
Sewer System Technician (SBP Model) Mentor Minimum 18E

\* Skill Based Pay for Demonstrated Competency Appendix

Lay-Off Classification Series and Bumping Procedures (Adjustments)

Classification Series Group

Group B

Add: Customer Service Specialists Series

Group D

Add: Utility Field Services Technology Specialist Series

Group J

Electronics Technicians Series

Computer Operator/Programmer Series

Delete: Group R  
Group S — Vacant  
Group Q — Vacant

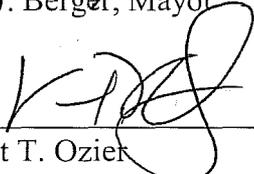
Add: Group R (new)  
Asst. UFS Operator Series  
UFS Operator Series



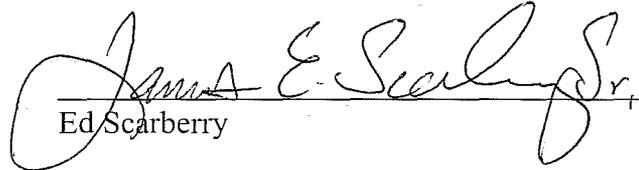
David J. Berger, Mayor



Randall J. McElfresh, Staff Representative



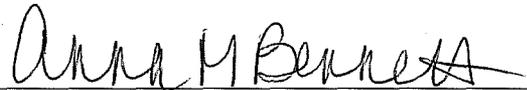
Vincent T. Oziet  
Director of Human Resources



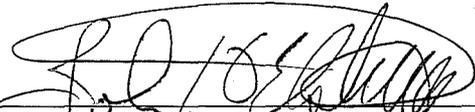
Ed Scarberry



Steve Cleaves, Finance Director



Anna M. Bennett



Howard Elstro, Director of Public Works



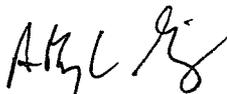
Bart Anderson



Gary Sheely, Director of Utilities



Mark Factor



Tony Geiger, Law Director



Bob Swisher



Pete B. Lowe, Management Consultant