



**AGREEMENT  
BETWEEN  
THE CITY OF TIPP CITY  
AND  
THE AMERICAN FEDERATION OF  
STATE, COUNTY AND  
MUNICIPAL EMPLOYEES,  
AFL-CIO COUNCIL 8,  
LOCAL #2982**

**2012-MED-07-0674**

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**ARTICLE 1**  
**PREAMBLE/PURPOSE**

**Section 1.1.** This Agreement, entered into by the City of Tipp City, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees, AFL-CIO Council 8 and its Local #2982, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein, and providing for the peaceful resolution of differences which may arise between the parties concerning this Agreement.

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 2.1.** The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include only those individuals employed full-time by the Employer in the classifications listed (in Appendix A of this Agreement below).

**Section 2.2.** All positions and classifications which are not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**Section 2.3.** Notwithstanding the provisions of this Article, management, confidential (professional), fiduciary, supervisory, casual, seasonal, and part-time employees shall be excluded from the bargaining unit.

**Section 2.4.** Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer shall meet with the Union to discuss whether or not the position will be included in the bargaining unit.

If it is determined that the position is in the bargaining unit, the Employer shall negotiate the wage rate for that position with the Union. If the parties cannot agree as to whether or not the new position should be in or out of the bargaining unit, they shall submit the position description to SERB for final and binding disposition.

**ARTICLE 3**  
**UNION DUES CHECK-OFF/  
AUTHORIZATION AND FAIR SHARE FEE**

**Section 3.1.** All employees in the bargaining units defined herein who, one hundred and eighty (180) days from the date of hire are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The

fair share fee amount shall be certified to the City by the Secretary Treasurer of the Local Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement. The Union will indemnify and save the City and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the City or the City and the Union jointly.

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide the City's designated representative for collective bargaining with a copy of the Union's fair share fee procedure.

**Section 3.2.** The City will deduct from the wages the regular monthly union dues of members and the fair share fees of non-members. Deductions shall be made from the weekly or biweekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the City will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to the proper officers of the Union no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

The City shall provide with each deduction of dues and fair share fee deductions, the following information:

- A. Alphabetical list of Union members from whom deductions were made, the name, and address of each member, and the amount deducted;
- B. Alphabetical list of fair share fee employees from whom deductions were made, the name and address of each employee, and the amount deducted;
- C. The name of each Union member and fair share fee employee whose name has been dropped from the prior check-off list and the reason for the omission.

#### **ARTICLE 4** **UNION REPRESENTATION**

**Section 4.1.** The Employer agrees to admit not more than one (1) Union staff representative to the Employer's facilities during the Employer's normal office business hours, Monday through Friday.

The staff representative shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing advance notice is given to the Employer. Upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative.

**Section 4.2.** The Employer shall recognize one (1) employee to act as Union steward for the purpose of processing grievances in accordance with the grievance procedure. The Employer shall also recognize one (1) employee as alternate steward to fulfill the duties when the steward is unavailable.

**Section 4.3.** The Union shall provide to the City Manager an official roster of its officers and local Union steward which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate supervisor
- E. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

**Section 4.4.** The investigation and writing of grievances shall be on non-duty time.

If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

**Section 4.5.** Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union employee official (president, vice-president, or steward) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.

## **ARTICLE 5**

### **LABOR/MANAGEMENT MEETINGS**

**Section 5.1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, as needed, on a mutually agreeable day and time, the Employer and/or his designee(s) shall meet with not more than two (2) representatives of the Union to discuss pending problems, exchange information, and to promote improved labor/management relations.

**Section 5.2.** An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;

- C. Discuss grievances which have not been resolved via the grievance procedure when such discussions are mutually agreed to, in advance, by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improving efficiency; and,
- F. Consider and discuss health and safety matters relating to employees.
- G. Discuss with the Union proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members;
- H. Consider recommendations for changes from the Employer or the Union in policies, operating procedures, rules and or regulations.

**Section 5.3.** If it is further agreed that special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 5.4.** Employee/Union representatives attending labor/management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours.

**Section 5.5.** Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

## **ARTICLE 6**

### **NONDISCRIMINATION**

**Section 6.1.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

**Section 6.2.** The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

**Section 6.3.** The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**Section 6.4.** The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, or terms or conditions of employment, because of such individual's race, color, religion, sex, age, national origin, military status, genetic information, disability, or ancestry of any person.

**ARTICLE 7**  
**MANAGEMENT RIGHTS**

**Section 7.1.** The Union recognizes the right and authority of the Employer to administer the business of the City of Tipp City and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following which are not modified by the express terms of this Agreement:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the department's goals, objectives, programs, and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the workforce in the Employer's organizational structure, including the right to lay off employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work and work schedules required to most efficiently operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and
- K. To determine and implement necessary actions in emergency situations.

**Section 7.2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

**Section 8.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended

that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of federal and/or state laws and/or by the United States or Ohio State Constitution.

**Section 8.2.** All grievances must be presented at the proper step and time in progression, in order to be considered at the next step, unless otherwise mutually agreed by the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

**Section 8.3.** A grievance must be submitted to the grievance procedure within seven (7) calendar days after the grievant knows, or should have known, the facts giving rise to the grievance, but in no case later than thirty (30) calendar days following the date of such facts, otherwise it will be considered not to have existed.

**Section 8.4.** All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date grievance was first discussed;
- C. Date grievance was filed in writing;
- D. Name of supervisor with whom grievance was discussed;
- E. Date and time grievance occurred;
- F. Where grievance occurred;
- G. Description of incident giving rise to the grievance;
- H. Articles and Sections of the Agreement violated; and
- I. Desired remedy to resolve grievance.

**Section 8.5.** The following steps shall be followed in the process of a formal grievance.

Step 1: There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his/her immediate supervisor. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance as herein defined, may be submitted through the formal grievance procedure. This discussion must occur within the time limits set forth in Section 8.3. The immediate supervisor must respond in writing within seven (7) calendar days.

Step 2: The grievance must be submitted in writing to the Utility and/or Service Director within seven (7) calendar days following the Step 1 reply. The Utility and/or Service Director shall hold a hearing, within seven (7) calendar days of receipt of the grievance, with the aggrieved and, at the option of the aggrieved, a representative of the Union. The Utility and/or Service Director shall respond in writing to the aggrieved within seven (7) calendar days following the hearing.

Step 3: If the grievance is not resolved in Step 2, it may then be appealed by the grievant to the City Manager, within seven (7) calendar days following receipt of the Step 2 answer. The City Manager and/or his designated representative shall hold a hearing within seven (7) calendar days of receipt of the grievance, with the aggrieved and, at the option of the aggrieved, a representative of the Union. The City Manager or his designated representative shall respond in writing to the aggrieved within seven (7) calendar days of the hearing.

Step 4: Mediation: Any grievance that remains unsolved after Step 3 may be submitted to grievance mediation upon agreement of the parties. If a grievance proceeds to mediation, the procedures set for in Step 5 shall be stayed until the mediation process is completed.

The parties agree to use a mediator from the Federal Mediation and Conciliation Services, the State Employment Relations Board or any other mutually agreed upon individual. The grievant shall have the right to be present at the mediation conference. The Employer and the Union may each have no more than three (3) total representatives as participants in the mediation effort, unless otherwise mutually agreed to by the parties.

Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator unless mutually agreed to by the parties and the mediator.

If a settlement is not reached, the Union may proceed to arbitration. If mutually agreed, the parties may request the mediator to conduct the arbitration.

The dates, times, and places of mediation conferences will be determined by mutual agreement of the parties. Each party will designate a representative responsible for scheduling mediation conferences. Fees and expenses for grievance mediation shall be shared equally by the parties.

Step 5: Arbitration. If the grievance is not satisfactorily resolved at Step 3 or Step 4 if mutually submitted, it may be submitted to arbitration upon request of the Union in accordance with this Section of this Article.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of final answer on such grievance under Step 3; or within fourteen (14) calendar days following the conclusion of mediation under Step 4, if the parties agreed to attempt to mediate a settlement, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the Union and the Employer) shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate to begin the selection procedures outlined below. If such meeting is not held, and/or the list of arbitrators has not been requested, the grievance will be resolved on the basis of management's last answer and shall not be subject to arbitration. The party requesting arbitration

shall be responsible for paying to obtain the initial list of arbitrators, and if either party request an additional list that party will be responsible for paying the cost of obtaining such list. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator due to cancellation prior to the hearing, shall be paid by the party cancelling the arbitration. However, if the parties mutually agree to cancel the hearing, the costs will be borne equally by the parties. Any grievance not submitted within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representatives.

- A. After receipt of a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: the American Arbitrators Association (AAA) shall be jointly requested to submit a panel list of fifteen (15) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one name remains. Each party may once reject the remaining name and request from AAA another list of fifteen (15) names.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific Articles in this Agreement. He may not modify or amend the Agreement.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The arbitrator shall have the discretion to determine whether bifurcation of the hearing is in the best interest of due process.
- C. The decision of the arbitrator in all matters shall be final and binding. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument.
- D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room, shall be borne by the losing party. The expenses of any witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter, or request a copy of any transcripts.

**Section 8.6.** When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his right to be present at the adjustment.

**Section 8.7.** The Union shall use a grievance form which shall provide the information outlined in Section 8.4. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

**Section 8.8.** The parties, in writing, may mutually agree to waive the time limits established in this article.

## **ARTICLE 9** **CORRECTIVE ACTION**

**Section 9.1.** The tenure of every bargaining unit employee shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, discharged, or removed except for just cause. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The employee may not be disciplined for actions on his own personal time that do not reflect directly on the City or does not violate the City's rules and regulations or any local, state, or federal statutory provisions that will impair the employee's ability to do his job for the City. Forms of disciplinary action are:

1. Verbal warning
2. Written reprimand
3. Suspension without pay
4. Demotion
5. Discharge from employment

**Section 9.2.** Except in instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 9.3.** Any time the Employer or any of his representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**Section 9.4.** Whenever the Employer or his designee determines that an employee may be disciplined for just cause (including only suspensions, reductions, or termination), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Written notice of the hearing shall be sent to both the employee, the local union and the Union's Regional Director. Such notice shall outline the charges which may be the basis for the disciplinary action and shall state the time, date, and place of the conference. The notice will also advise the employee of the right to have a representative at the conference and will be provided no less than 48 hours prior to proposed start of the conference. Nothing shall limit the employee's right to a "Garrity Warning" when appropriate.

**Section 9.5.** Predisciplinary conferences will be conducted by the City Manager or designee.

**Section 9.6.** At the predisciplinary conference, the City Manager or designee will ask the employee to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or respond truthfully may result in further disciplinary action.

**Section 9.7.** At the conference, the employee may present any testimony, or documents which explain whether or not the alleged misconduct occurred. The employee may be represented by any person he chooses. No employee attending a disciplinary conference shall suffer a loss in regular pay.

**Section 9.8.** A written report will be prepared by the hearing officer concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. The hearing officer will be requested to submit his report within two (2) working days after the conclusion of the hearing to the employee and the Employer at the same time.

**Section 9.9.** Following receipt of the written report, the Employer (Utility and/or Service Director, City Manager, or both) will determine appropriate disciplinary action, if any.

## **ARTICLE 10** **PERSONNEL FILES**

**Section 10.1.** Each employee may inspect their personnel file maintained by the Employer by appointment with the City Manager or his designee. Employees shall be entitled to one (1) free copy of an item at the time it is placed in the file. An employee shall be entitled to have a representative of their choice accompany them during such review.

**Section 10.2.** If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in their file. No anonymous material of any type shall be included in the employee's personnel file.

**Section 10.3.** Records of oral warnings and written reprimands shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline has occurred. Suspensions will cease to have force and effect three (3) years from the date of issuance, provided no intervening discipline has occurred.

**Section 10.4.** Personnel files shall be subject to review per applicable law. Records of discipline that are past the time limits stated above all remain in the employee's personnel file until such time as the City Records Commission rules they may be destroyed.

**Section 10.5.** Notwithstanding Section 10.3, a last chance agreement or any record of illegal substance abuse may remain active for periods longer than those specified in section 10.3.

## **ARTICLE 11** **PROBATIONARY PERIODS**

**Section 11.1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of six (6)

consecutive months. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal. The City Manager may extend an employee's probationary period an additional three (3) months, with the agreement of the Union. Unpaid absences in excess of one (1) week will not count toward the probationary period.

**Section 11.2.** A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of six (6) consecutive months. A newly promoted employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period.

**Section 11.3.** The Employer will conduct at least one (1) performance evaluation prior to the end of each employee's new hire or promotional probationary period to measure the employee's fitness to continue in the position.

**Section 11.4.** Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

## **ARTICLE 12** **SENIORITY**

**Section 12.1.** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer.

**Section 12.2.** The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;
- D. A layoff of twelve (12) months' duration or less.

**Section 12.3.** 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 twelve (12) months;
- D. Failure to return to work within ten (10) 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 leave of absence; and
- F. Resignation.

**Section 12.4.** The Employer shall supply to the Union, upon request, a seniority list showing the continuous service of each bargaining unit employee once every twelve (12) months. Such list shall contain employee's name, home address, telephone number, work location, and job title.

## **ARTICLE 13**

### **LAYOFF AND RECALL**

**Section 13.1.** When the Employer determines that a layoff or a job abolishment is necessary, he shall notify the affected employees and the Union in advance of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

**Section 13.2.** The Employer shall determine in which department and which classifications layoffs will occur. Layoffs of bargaining unit employees will be in reverse order of seniority. An employee, being removed from a higher paid classification may bump into a lower-paid classification within the bargaining unit provided he has more seniority and the skill and ability to perform the job that he would be bumping into.

**Section 13.3.** When employees are laid off from their classification, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification, as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee. Employees shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

**Section 13.4.** Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 13.5.** In the case of a layoff, the recalled employee shall have five (5) workdays following the date of mailing of the recall notice to notify the Employer of his intention to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**Section 13.6.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code Sections 124.321 through 124.328 and 124.37; and Tipp City's Code of Ordinances, Chapter 37, Section 37.15, Layoff and Recall.

## **ARTICLE 14**

### **VACANCY AND PROMOTIONS**

**Section 14.1.** The parties agree that all appointments to positions covered by this Agreement shall be filled in accordance with this Article.

**Section 14.2.** Whenever the Employer determines that a permanent bargaining unit vacancy exists, a notice of such vacancy shall be internally posted on the employee's bulletin board for seven (7)

working days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job. The Employer shall also not be obligated to accept any voluntary demotions through this bidding process. If no City employee is selected, then the vacancy shall be posted externally.

**Section 14.3.** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Vacancies shall not be filled on a temporary basis for more than ninety (90) days unless the City notifies the Union of extenuating circumstances.

**Section 14.4.** All timely-filed applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and mental capability. The applicant deemed to be most qualified will be awarded the position.

**Section 14.5.** Once the selection has been made, the Employer will notify all applicants of the selection.

## **ARTICLE 15** **HOURS OF WORK/OVERTIME**

**Section 15.1.** The standard workweek for all bargaining unit members covered by this Agreement shall be forty (40) hours per week, five (5) days a week, eight (8) hours per day, exclusive of up to one (1) hour per day lunch period. The normal workweek for employees other than Water Treatment Plant employees, shall be Monday through Friday, except the Employer reserves the right to alter the normal workweek for circumstances, including, but not limited to, festivals, special community events, and inclement weather conditions. Employees shall be paid biweekly and receive their paychecks by the end of their shift every other Thursday. Employees at the Water Treatment Plant may work other than a Monday through Friday schedule.

**Section 15.2.** The following applies to employees working at the Water Treatment Plant:

- A. The Employer will provide one (1) laptop computer and wireless internet service to be shared by all employees required to be on-call at the Water Treatment Plant, during their on-call period, for Water Plant related use, at no cost to the employees, which shall be taken home nightly and on weekends when on-call.

Employees will be required to monitor and/or make adjustments to the operation of the Water Plant, a minimum of two (2) times per day while on-call on the weekends and when there is only day shift working at the plant.

- B. The Employer agrees to assign a Supervisor to the weekly on-call assignment so qualified employees will only be assigned to be on-call on a rotational basis.

- C. Employees who are working on the on-call assignment including the weekend shift shall be compensated an additional \$.75 per hour for the entire week they are required to be on-call, in addition to the on-call pay provided in Article 16.3 (\$2.75 + \$.75 = \$3.50 per hour).

**Section 15.3.** When an employee is required to work more than forty (40) hours per week or eight (8) hours per day, he shall be paid at the applicable rate of time and one-half (1/2) his regular hourly rate for all overtime hours worked. When an employee is required to work overtime on a weekend and receives at least thirty-six (36) hours' notice of his need to work overtime, the hours will be treated as scheduled overtime. If an employee receives less than thirty-six (36) hours' advance notice of overtime work on a weekend, the hours will be treated as call-in time and shall be subject to the pay provisions outlined in Section 16.1 of this Agreement. Hours on sick leave shall not be considered hours worked for the purpose of computing overtime. A workday, for the purpose of this Article, shall be twenty-four (24) consecutive hours, beginning each day at 12:01 a.m. If the Employer schedules employees at the Water Treatment Plant four (4) ten (10) hour days such employees would receive overtime for all hours worked in excess of forty (40) hours in a workweek.

**Section 15.4.** When an employee is required to work outside in temperatures of 10 degrees or below, he will be permitted to periodically go inside and warm himself. During weather of this nature, Supervisors shall attempt to limit work assignments to those duties which necessitate prompt performance.

**Section 15.5.** There shall be no pyramiding of premium pay.

**Section 15.6.** Management reserves the right to require overtime for employees. Should it be necessary to require overtime, management will begin assignments with the least senior qualified employee and rotate such assignments from a list which begins with the least senior qualified employee. When possible, management shall give a thirty-six (36) hour notice of required overtime.

**Section 15.7.** In lieu of overtime pay, an employee may request to accumulate compensatory time at the applicable rate for each overtime hour worked, but may not accumulate in excess of 80 hours.

Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. The employee must submit a written request on a standardized form and receive approval from the Employer prior to taking compensatory time off. Employees will be compensated at their regular hourly rate for each hour of compensatory time used.

**Section 15.8.** Any employee, who participates in mutual aid, shall be paid time and one-half (1.5) for the first sixteen (16) hours of work, and all hours thereafter shall be paid at double (2x) time. If the first sixteen (16) hours falls on a Sunday or holiday, the employee shall receive double (2x) time for all hours worked on that Sunday or holiday.

**Section 15.9.** When an employee is required to work sixteen (16) or more consecutive hours he/she will receive a minimum of eight (8) hours rest period before being required to report back to work. However, employees may voluntarily return to work with less than eight (8) hours rest.

## **ARTICLE 16**

### **CALL-IN**

**Section 16.1.** Call-in payment is for work performed by an employee who has been recalled to duty at a time disconnected with the employee's normal workday or shift. Employees so recalled Monday through Saturday shall be compensated with a minimum of two (2) hours at time and one-half (12) their regular rate of pay, and double time at their regular rate of pay on Sunday. If more than two (2) hours are required to complete the work for which the employee was called in, such employee shall be compensated for the hours actually worked at time and one-half (12) their regular rate. For all hours worked on Sundays and holidays, employees shall be paid at double (two [2] times) the regular rate for all work over two (2) hours. Employees assigned to work other than Monday through Friday will receive time and one-half (12) their regular rate of pay for all hours worked on their sixth (6th) day and double (two [2] times) the regular rate for all hours worked on their seventh (7th) day and holidays.

**Section 16.2.** If the Employer determines it is necessary to have one (1) or more bargaining unit member(s) be on-call during non-working hours in order to facilitate the calling in of persons to work, the employee(s) designated to do so shall be required to carry a pager or telephone. The designated employee(s) shall keep the pager or phone with him at all times. The employee will remain in an area where he can be paged or phoned and where he is able to report for work within a reasonable response time. The Employer has the discretion to excuse employees who report late, if they can prove the lateness was caused by circumstances beyond their control.

**Section 16.3.** An employee(s) designated to carry a pager shall do so on a weekly basis, beginning at 7:30 a.m. on Monday and ending at 7:29 a.m. the following Monday. Other weekly periods may be used if agreed to by the Employer and the Union.

Employees required to be on-call and carry a pager or phone, shall receive an additional compensation of \$2.75 per hour for all hours worked for the entire week they are required to be on-call. The compensation shall be payable with wages for the pay period in which the end of the week (as defined in this section) falls.

**Section 16.4.** Employees of the Water/Sewer and Parks Division so assigned to the "weekend routine," shall not be subject to the call-in provisions of this article; however, they will receive one and one-half (12) times their hourly rate of pay for a maximum of two (2) hours on Saturday and two (2) times their hourly rate of pay for a maximum of two (2) hours worked on Sundays or holidays. The Employer may approve additional time for hours worked beyond the normal "weekend routine" when equipment failures or other unusual circumstances warrant additional time.

## **ARTICLE 17**

### **COMPENSATION**

**Section 17.1.** Personnel shall be paid in accordance with the attached Appendix B; and Appendix B should be made part of this Agreement.

**Section 17.2.** A step increase refers to the horizontal movement along the attached matrix. It represents an increase in pay within the same pay range.

**Section 17.3.** A promotion is considered as an advancement from one pay range to a higher pay range with change in class title. A promotion represents a vertical movement along the attached matrix.

**Section 17.4.** Employees represented by the Union will normally be hired at Step A but may be hired at Step B, C, or D at the discretion of the City Manager. Employees hired at Step A or B may be granted a step rate increase after six (6) months of satisfactory service. Subsequent increases shall be granted only after the completion of twelve (12) months of satisfactory service in a given step. An annual performance evaluation shall be conducted before the employee's anniversary date.

**Section 17.5.** When the City Manager feels that an employee's performance has not been satisfactory and denies a step increase, that step increase may be granted at any time thereafter and will not necessarily delay any subsequent step increase.

**Section 17.6.** An employee promoted from one class to another in a higher pay range shall enter the new job classification at the first pay step above his former pay step for a one (1) year period.

**Section 17.7.** Employees scheduled to work a shift, the majority of which hours are between 4:00 p.m. and 12:00 midnight, shall be paid a shift differential of 20 cents (\$.20) per hour. Employees scheduled to work a shift, the majority of which hours are 12 midnight to 8:00 a.m., shall be paid a shift differential of 40 cents (\$.40) per hour.

**Section 17.8.** During an absence of supervisory personnel for eight (8) hours or more in any particular division, one (1) employee within the respective division shall receive \$2.00 per hour extra pay for such time they are assigned the duties of the Supervisor. This stipend shall only take effect when, at least, three (3) employees in any one division are working during the absence of a supervisor for eight (8) hours or more, with the exception of the water treatment plant "Operator of Record" who shall be paid with the stipend regardless of staff levels in the absence of the supervisor. The employee to serve in the supervisor's absence will be selected by the Employer, at its sole discretion, based upon a combination of experience, skills, and ability.

**Section 17.9.** Employees who hold Tree Trimmer classifications will not be permitted to advance beyond Step D of their Pay Range until such time as they become certified as an Arborist.

**Section 17.10.** Water Treatment Plant Operators will not be permitted to advance beyond Step C of their scale until they pass their Class I license. Current employees who successfully bid on the position of Water Treatment Plant Operator will not be required to take a reduction in pay, however, they would then remain in that step until they have successfully completed their Class I license.

## **ARTICLE 18** **LONGEVITY**

**Section 18.1.** In addition to the base salary, employees shall receive longevity pay on the following schedule:

<u>Service</u>	<u>Per Hour</u>
Five (5) years thru seven (7) years service	\$.16

Eight (8) years thru eleven (11) years service	\$ .208
Twelve (12) years thru fourteen (14) years service	\$ .256
Fifteen (15) thru seventeen (17) years service	\$ .304
Eighteen (18) years thru twenty (20) years service	\$ .352
Twenty-one (21) years or more service	\$ .436

**Section 18.2.** Payment shall be made by adding these amounts to the employee's base rate of pay.

**Section 18.3.** Longevity shall be paid for completed, continuous years of full-time employment with the Employer.

## **ARTICLE 19** **INSURANCE**

**Section 19.1.** The Employer shall provide to all bargaining unit employees a group hospitalization/major medical insurance plan including \$40,000 term life insurance for those employees electing to accept such coverage. The Employer shall provide such insurance paying no less than 88% of the premium costs, and the employee may be charged no more than 12% of the premium costs for the duration of this Agreement, provided that AFSCME bargaining unit employees never pay more than the percentage premium cost contributed by non-bargaining and Administrative City employees. Employees shall be required to complete an authorization for payroll deduction in order to be covered by the plan. The level of benefits shall not be changed during the term of this contract unless the City and the Union meet and confer in compliance with 4117.08 of the Ohio Revised Code.

Two (2) optional health insurance plans and employee contributions that are provided to other City employees shall also be offered to bargaining unit members. (Plans identified in Appendix C). Should the employee have health insurance through another plan, the employee may opt out of the City's health insurance program and receive \$150.00 per month paid to the employee for not utilizing the City's health care insurance.

**Section 19.2.** The type of insurance and method of providing the above described insurance coverage, and/or the choice of insurance carrier, shall be solely within the discretion of the Employer.

## **ARTICLE 20** **HOLIDAYS AND PERSONAL DAYS**

**Section 20.1.** The following shall be designated as holidays:

New Year's Day	Labor Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

To receive holiday pay, an employee must be employed by the Employer on the date that holiday normally falls, and must have worked on the last scheduled workday prior to the holiday and the next scheduled workday after the holiday unless his absence from work is excused by the City Manager.

When Veterans Day falls on a weekend, the City Manager shall designate either Christmas Eve or the day after Thanksgiving as the recognized holiday.

**Section 20.2.** Employees who work on a holiday shall receive double their regular rate of pay for all hours worked plus holiday pay. Should an employee work on New Year's Day, Veterans Day, Fourth of July, or Christmas and the holiday is observed on a different day, then the employee shall receive double-time their regular rate of pay for all hours worked on the four (4) traditional holidays listed above, plus holiday pay on the day the holiday is observed. All other holidays are only recognized on the day of observance.

If an employee's work schedule is other than Monday through Friday, he/she shall be entitled to a day off with pay for holidays observed on his/her day off regardless of the day of the week on which they are observed. Such days off may be taken with the approval of Management, and such day off must be taken within six (6) months of the holiday.

**Section 20.3.** In addition to the holidays, employees shall be allowed five (5) personal days each year upon presentation of a written request to the division head. Up to four (4) personal days may be carried over to the next calendar year. Employees shall request in writing for personal leave at least seven (7) days prior to the date requested. The Division Head may grant such leave with less than seven (7) days notice subject to the manpower needs of the Employer.

**Section 20.4.** Personal days are actually earned at the rate of 10.0 hours every three (3) months, and new employees and terminating employees will have personal days prorated according to time in service.

**Section 20.5.** If the City approves, by legislative authority, any additional holidays or personal days which in total would exceed the current thirteen (13) for any other bargaining unit or non-bargaining unit employees, those additional days will also be provided to AFSCME Ohio Council 8, Local 2982 bargaining unit employees.

## **ARTICLE 21** **VACATION**

**Section 21.1.** Full-time employees shall, after completion of their initial probationary period, be eligible to use vacation leave with pay according to their number of years of continuous service with the Employer. Current bargaining unit employees and all new hires will receive credit for prior service with other Ohio political subdivisions pursuant to the opinion of the Tipp City Law Director dated November 30, 1990; as outlined below:

Years of prior public service completed with the State or <u>an Ohio political subdivision</u>	% of years recognized toward City vacation <u>credit</u>
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First five (5) years	100% (full credit)
Next fifteen (15) years	50% (half [½] credit)
Twenty-one (21) or more years	0% (no credit)

Vacation leave shall be credited to employees each year on their anniversary date of hire, according to the following schedule:

<u>At the beginning of:</u>	<u>Biweekly Entitlement:</u>
1, 2, 3, 4, 5, and 6th year	3.08 hours (2 weeks)
7, 8, 9, 10, 11, 12, and 13th year	4.62 hours (3 weeks)
14, 15, 16, 17, 18, 19, 20, 21, and 22nd year	6.15 hours (4 weeks)
23rd year and thereafter	7.69 hours (5 weeks)

Probationary employees shall accrue vacation but will not be allowed to use the accrued vacation until they have completed their probation period.

**Section 21.2.** Employees will normally schedule and take all of their earned vacation yearly; however, in no event will an employee be allowed to carry over more than 120 hours of vacation into the next anniversary year. The only exception to this rule will be an employee who, because of extended illness or injury, would not be able to use his earned vacation time. That employee will be permitted to accumulate the vacation hours without limitation because of this Section, and use them upon his return to work.

**Section 21.3.** Employees will be permitted to schedule vacations, for the current calendar year, during January and February of each year. During this period, vacations will be scheduled on a seniority basis, with the most senior employee having first choice. After this period, vacations will be scheduled on a first come, first served basis. Except in emergency cases, it is expected that vacations will be scheduled at least thirty (30) days in advance.

In cases where conflicts occur between two (2) or more employees and not all can be accommodated, then the employee with the greatest length of service with the Employer shall have preference in vacation selection.

**Section 21.4.** An employee who loses vacation hours because the Employer cancels a scheduled vacation will be compensated for the vacation hours lost, in excess of 120 hours, that cannot be rescheduled.

**Section 21.5.** An employee who earns four (4) weeks vacation in one (1) year may, if he requests, sell back one (1) week (forty [40] hours) of the earned vacation.

## **ARTICLE 22** **SICK LEAVE**

**Section 22.1.** Sick leave shall be earned and credited at the rate of ten (10) hours for each month in active pay status, including paid vacations, sick leave, and injury leave, but not during a leave of

absence without pay, layoff, disciplinary suspension, or while in overtime status. Unused sick leave shall be accumulative without limit.

**Section 22.2.**

- A. Notification by Employee. When an employee is unable to report to work he will notify his immediate supervisor or other designated person thirty (30) minutes prior to his starting time, unless other arrangements are made with the employee's supervisor.

Employees failing to report as outlined above may be subject to disciplinary action, but shall still be eligible for sick leave benefits provided they report their absence no later than their scheduled starting time.

Any employee who fails to report his absence by his scheduled starting time or who continually fails to report his absence timely, shall be considered absent without leave, subject to disciplinary action, and shall not be entitled to sick leave benefits.

- B. Evidence Required for Sick Leave Usage. Upon return to work, an employee shall complete an application for sick leave form, to justify the use of sick leave. The Employer may require the employee to furnish a certificate from a physician, dentist, or other medical practitioner stating the employee was under his medical care and unable to perform his duties. Falsification of either a written signed statement or a practitioner's certificate, or abuse of sick leave, shall be grounds for disciplinary action, including dismissal.

- C. Uses of Sick Leave. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee and the employee's spouse or child, including stepchild, where the employee's presence is required.
2. The illness of an employee's parents or parents-in-law requiring the employee's presence at a medical office or at a hospital shall be cause for sick leave to be granted. Sick leave for these purposes may not be granted for more than three (3) days per calendar year.
3. Funeral leave will be granted in accordance with Section 24.2 of this Agreement.
4. Medical, dental, or optical treatment of employee, employee's spouse, or child, which requires the presence of the employee;
5. If a member of the immediate family [see Section 22.2(C)(1)] is afflicted with a contagious disease or requires the care and attendance of the employee, or if, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
6. Pregnancy and/or childbirth and other medical conditions related thereto.

- D. Sick leave usually shall be charged in minimum units of one (1) hour for any hour or fraction of an hour taken by the employee.
- E. Employees who exhaust their sick leave, injury leave (if applicable), and all other paid leave including paid and unpaid Family and Medical Leave, and do not request and receive an approved leave without pay, will be considered absent without approved leave and subject to termination.
- F. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. The employee may also choose to be examined by his own licensed physician at his own expense. If the diagnosis of the employee's physician differs from the Employer's physician, the two (2) physicians shall select a third network physician and his diagnosis shall be binding. If found not qualified, the employee may be placed on sick leave, leave without pay, or Family Medical Leave. The cost of the first examination shall be paid by the Employer, and the physician will send the Employer the results of any examination. The cost of the third network physician shall be shared equally by the employee and the Employer. Prior to sending an employee to the City's physician, the City will provide the employee a written reason for such examination.
- G. Sick Leave Donation: For the purposes of providing sick leave to employees who have experienced prolonged illnesses or serious injuries and exhausted all accrued leave time, the City Manager may establish a sick leave donation fund. Donation to and receipt from this fund shall be governed by policy and procedure as promulgated by the City Manager.

## **ARTICLE 23**

### **INJURY LEAVE**

**Section 23.1.** Injury leave shall be granted by the City Manager for a period of up to ninety (90) calendar days after the date of injury giving rise to the need for such leave. Injury is defined as injury or illness which interferes with an employee's ability to perform normal duty, with the injury having occurred in the course of and arising out of the employment relationship.

**Section 23.2.** Injury leave shall not be charged against sick leave. However, at the expiration of ninety (90) calendar days injury leave, if continued absence is necessary, other accrued benefit time may be used at the employee's option.

**Section 23.3.** Simultaneous with the request for injury leave, the employee shall make application and actively prosecute a claim for medical benefits only under the Workers' Compensation Law of Ohio. If the application for benefits under the Workers' Compensation Law is not favorably considered, the employee shall revert to sick leave status. If the application is favorably considered, the ninety (90) calendar days of paid leave is fully paid by the Employer, and is in lieu of Workers' Compensation. If the application is denied by BWC the employee will be eligible for sick leave or any other type of leave pursuant to this Agreement.

**Section 23.4.** The City Manager may grant additional injury leave up to an additional ninety (90) days, upon sufficient medical documentation.

**Section 23.5.** The limitations imposed on injury leave shall be considered as limitations on leave granted as a result of each incident or service connected accident or illness rather than limitations on leave to be granted in any one calendar year or other unit of time.

**Section 23.6.** The Employer, at its option, may require the employee to take physical examinations by doctors of the Employer's choosing in matters related to injury. Any such examination, if ordered by the Employer, shall be at the Employer's expense. The Employer may compel such an examination once every ninety (90) days.

**Section 23.7.** An employee partially disabled may be required by the Employer, with the approval of the employee's physician, to perform work for the Employer subject to the limitations of the partial disability.

**Section 23.8.** If a third party is liable to the employee for injuries which are compensated pursuant to this article and the employee receives compensation from the third party, he shall remit to the Employer any monies received for lost wages up to the amount paid by the City pursuant to this article. In no event shall the employee be required to remit to the Employer more than the net amount of his recovery, after deduction for attorney fees, costs of litigation, and payment of other subrogated interests.

**Section 23.9.** Employees granted injury leave pursuant to this section will receive their regular pay for such time designated as injury leave and will not receive any additional pay (i.e., holiday pay).

**Section 23.10.** If the Ohio Bureau of Workers' Compensation changes their policy and/or procedures for injury leave during the term of this Agreement, the employer and the union agree to meet and discuss such changes and methods of payment.

## **ARTICLE 24** **FUNERAL LEAVE**

**Section 24.1.** Employees shall be granted up to three (3) days funeral leave to arrange for and attend the funeral of a member of the employee's immediate family. For the purposes of this Section, "immediate family" shall include: spouse, parent and stepparent, child and stepchild, grandparent, brother, sister, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or other person who stands in place of a parent (loco parentis), or other relative residing in the same household as the employee.

**Section 24.2.** Three (3) days sick leave may be granted in addition to the funeral leave in the event of the death of the employee's father, mother, brother, sister, spouse, child, or other person who stands in place of a parent (loco parentis).

## **ARTICLE 25** **LEAVE OF ABSENCE**

**Section 25.1.** The City Manager may permit an employee to take an unpaid leave of absence for a period not to exceed one (1) year.

**ARTICLE 26**  
**FAMILY AND MEDICAL LEAVE**

**Section 26.1. Family Medical Leave.** Family and medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Employer's policy.

**ARTICLE 27**  
**JURY AND COURT LEAVE**

**Section 27.1.** The Employer shall grant required leave with pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body of competent jurisdiction who can require or who can have a court require the employee's appearance. Employees must notify their supervisors immediately upon receiving a notice of jury duty or subpoena.

All compensation received from the summoning agency for such duty must be paid to the Employer unless such duty is performed totally outside the employee's normal working hours.

**Section 27.2.** The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's personal matters, including, but not limited to, criminal or traffic charges against the employee, domestic relations matters for the employee's family, and juvenile court matters for the employee's family. These absences may be taken as leave without pay or available vacation leave at the discretion of the employee.

**Section 27.3.** If the employee is released from court or jury duty and more than two (2) hours remain in the workday, the employee will return to work for the remainder of the workday.

**ARTICLE 28**  
**TUITION REIMBURSEMENT**

**Section 28.1.** Employees shall be reimbursed by the Employer up to 100 % of the eligible cost of tuition, books, and course materials of job-related courses required and approved in advance by the Employer in writing.

**Section 28.2.** Employees shall be reimbursed by the Employer up to 50% of the eligible cost of tuition, books, and course materials of job-related courses which employees choose to take, but which are not required by the Employer. The employee must pay the remaining 50%.

**Section 28.3.** Reimbursement for approved courses per Sections 28.1 and 28.2 of this Article, shall be at the following rates: for a grade of "A" – 100%, for a grade of "B" – 85%, for a grade of "C" – 75%. No reimbursement shall be made for employee obtaining a grade less than a "C". For classes that are graded on "pass" or "Fail", reimbursement for a passing grade will be 75%. An employee who terminates employment with the Employer within two (2) years of completion of a course reimbursed under this Article shall reimburse the Employer on a pro rata basis. The Employer may deduct the pro rata reimbursement from the employee's final pay.

**ARTICLE 29**  
**CLOTHING ALLOWANCE**

**Section 29.1.** The Employer will provide uniforms and, may retain the services of a uniform rental company in order to supply employees with required uniforms. Employees will be expected to follow procedures established for obtaining and returning uniforms each week. Employees shall wear uniforms at all times when on duty, and shall not wear uniforms when not on duty.

**Section 29.2.** Upon terminating, the division head may require that all uniforms be turned in.

**Section 29.3.** Protective Equipment (boots, rain suits, gloves) shall be furnished by the Employer for use by employees when their assigned duties must be performed outside during inclement weather. This protective equipment will remain the Employer's property.

**Section 29.4.** The City will pay 100% of the cost of one pair of work boots, per year, as required and approved by the City.

**ARTICLE 30**  
**PAY AT TERMINATION**

**Section 30.1.** Employees who terminate their employment with the Employer shall receive compensation for the following:

- A. All vacation earned in the current year and unused vacation carried over from the previous year. Vacation earned in the current year shall be computed for credit on a monthly basis.
- B. Holiday and all other earned premium pay for which the employee has not already been compensated.

**Section 30.2.** Employees shall be compensated for earned unused sick leave on the following basis:

<u>TIPP CITY</u> <u>SERVICE YEARS</u>	<u>CONVERSION</u> <u>RATE</u>	<u>MAXIMUM</u> <u>PAYMENT</u>
Five (5) thru nine (9)	25%	30 days (240 Hours)
Ten (10) thru twenty (20)	33.33%	40 days (320 Hours)
Retirement with ten (10) but less than twenty (20)	40%	48 days (384 Hours)
Termination or Retirement with twenty (20) or more years of service	75%	180 days (1440 Hrs)
Employees hired after January 2, 2004	75%	120 days (960 Hours)

Sick leave conversion under this Article shall eliminate all sick leave from the employee's credit.

**Section 30.3.** The estate or designated beneficiary of an employee who dies or becomes permanently disabled, while employed as a City employee, shall be paid for unused sick leave and all other earned premium pay consistent with the terms of this article.

**ARTICLE 31**  
**MISCELLANEOUS**

**Section 31.1.** Employees shall reside either in Miami County or in any adjacent county to Miami County.

**Section 31.2.** Any employee who worked for the Municipality of Tipp City prior to being drafted into the military service and returned to work for the Municipality of Tipp City immediately after completion of said military service, will be permitted to count that time as "continuous years" of service for the purposes of vacation and longevity and other benefits.

**Section 31.3.** Each bargaining unit employee shall receive a season family pass for his or her immediate family for the municipal swimming pool at no cost to the employee. This pass shall be void and shall be returned to the Employer upon separation from employment.

**Section 31.4.** The Employer will continue to pick-up through the salary reduction method the contributions of bargaining unit employees to the Ohio Public Employees Retirement System (OPERS). The Union agrees that this method of "pick-up" is one which requires no additional outlay of monies by the Employer.

**Section 31.5.** Each time an employee earns one of the following licenses, he shall receive a one-time stipend of \$100.00, to be paid during the first pay period following notification of the Employer that the license has been obtained.

Water Distribution I, II  
Wastewater Collection I, II

Wastewater Operator I, II, III, IV  
Water Operator I, II, III, IV

**Section 31.6.** In the event the Employer intends to alter any terms or conditions of employment covered by the collective bargaining Agreement in order to meet its obligations under the Americans with Disabilities Act or the regulations promulgated thereunder, the Employer will notify the Union in advance to discuss same with the Union prior to implementation.

**Section 31.7.** The City shall continue to provide space for a Union bulletin board.

**Section 31.8.** Effective the first full pay after the signing of this Agreement, all City employees will be required to participate in direct deposit of their biweekly pay checks. The City, in the event direct deposit can not be made on a payday, will issue paper checks to any and all affected employees.

**ARTICLE 32**  
**NO STRIKE/NO LOCKOUT**

**Section 32.1.** The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strikes, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike, or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking Union officer of the local.

**Section 32.2.** In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violates Section 32.1 of this Article is subject to discipline or discharge by the Employer.

**Section 32.3.** During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees shall have violated Section 32.1 of this Article.

**Section 32.4.** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

**ARTICLE 33**  
**SUBSTANCE TESTING**

**Section 33.1.** Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

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

**Section 33.2. Drug Testing Procedures.** All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be continued in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

**Section 33.3. Alcohol Testing Procedures.** Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in Section 33.6 of this article.

**Section 33.4. Test Results/Refusal to Submit to Testing.** The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request of the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

**Section 33.5. Confirmatory Testing.**

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the same containers collected in the manner prescribed above.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in Section 33.6 of this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- C. In the event that the two (2) test results are positive, the employee is entitled to have the sample in the second container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

**Section 33.6. Positive Test Results.**

- A. In all cases of drug and alcohol use and abuse, the Employer will give strong consideration to the use of rehabilitation instead of discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination.
- B. If an employee is not terminated for just cause, as stated above, the Employer will require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed

on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the employee may be subject to disciplinary action, including removal from his position and termination of his employment.

**Section 33.7. Payment of Testing Costs.** Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

## **ARTICLE 34**

### **EMPLOYEE ASSISTANCE PROGRAM**

**Section 34.1.** The Employer and the Union recognize the value of counseling and assistance programs for those employees who have personal problems which interfere with their ability to work productively.

**Section 34.2.** Participation in the assistance program shall be voluntary, except for those employees not terminated for a drug or alcohol abuse violation. Employees who test positive, per Article 31 of this Agreement, shall be required to participate in this employee assistance program. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

**Section 34.3.** Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employees can use unused sick leave or vacation leave.

**Section 34.4.** Records regarding treatment and participation in the E.A.P. shall be confidential, and the records shall not be maintained in the employee's personnel file.

**Section 34.5.** Expenses incurred for treatment, assistance, and/or hospitalization will be provided under the employee's health insurance. Participating employees will be advised of the extent of insurance coverage for the appropriate treatment, should they so request.

## **ARTICLE 35**

### **COMMERCIAL DRIVER'S LICENSE**

**Section 35.1.** Certain positions with the Employer require that the individual occupying such position obtain and maintain a commercial driver's license (CDL), as required by law. Under no

circumstances shall an employee be permitted to operate a City vehicle requiring a CDL unless the employee possesses a valid driver's license and a valid Commercial Driver's license. Once the employee obtains the CDL, he shall provide the valid driver's license and a valid Commercial Driver's license to the City for copying. Copies will be maintained in the personnel files.

**Section 35.2.** The Employer will reimburse an employee for the cost of the appropriate CDL test upon successful completion of the test. This reimbursement is payable for the application fee and license test only for the duration of this Agreement. The Employer shall reimburse the employee for the cost of renewing his CDL.

An employee may be excused from work, with pay, for time necessary to take his CDL examination for the first time if the request is made to his supervisor at least one (1) day in advance of the time requested.

**Section 35.3.** It is the employee's responsibility to notify the Employer prior to performing any work for the City, but no later than twenty-four (24) hours after his license is suspended, revoked, or cancelled, or if he is disqualified from driving. An employee who has his CDL suspended, cancelled, or revoked shall be subject to disciplinary action. An employee may be disciplined for other conduct as defined in the City's Administrative Policies, Procedures, and Regulations.

**Section 35.4.** An employee who receives his first twenty-four (24) hour "out-of-service" order or who loses his CDL for more than twenty-four (24) hours due to suspension or revocation for the first offense shall upon written request to the Employer be granted a technical layoff without pay pending reinstatement of his license for a period of the suspension or revocation, but in no case for more than sixty (60) calendar days. The granting of a technical layoff in no way abridges the Employer's right to discipline the employee. Subsequent out-of-service orders, revocations, suspensions, or cancellations will also subject the employee to disciplinary action and technical layoffs will not be granted for subsequent offenses.

**Section 35.5.** Any employee occupying a position for which a CDL is required shall be considered unable to continue to fill such position if he is unable to obtain the required license, fails to properly renew his CDL, or has his CDL suspended or revoked. If an employee cannot pass the tests necessary to obtain the CDL, the employee may be placed on technical layoff status without pay for a period not to exceed sixty (60) calendar days in order to have further opportunity to pass the testing requirements, and/or obtain a valid driver's license and a valid CDL.

If an employee on technical layoff fails to pass the CDL test at or before the end of the sixty (60) day technical layoff period, the employee shall be placed on layoff for a maximum of one (1) year. If the employee obtains his CDL during the one (1) year layoff period, he will notify the Employer and will be eligible for recall when a vacancy occurs for which he is qualified. If an employee cannot pass the physical requirements, he or she may be placed on a disability separation and may apply for disability benefits under the Public Employees Retirement System.

**Section 35.6.** The Department of Transportation, Federal Highway Administration rules on "Controlled Substances and Alcohol Use and Testing" (49 CFR 382) shall apply to all CDL holders in the bargaining unit. The procedures for testing are contained in the Department of Transportation "Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40). The parties to this Agreement

are bound by these rules, and may not modify, amend, or ignore them, except the Employer reserves its independent authority as provided by those rules. The Employer will provide information and materials regarding alcohol and controlled substance use and testing for same to all affected employees, and will train supervisors regarding testing (including random testing) and intervention, as required by 49 CFR Part 40.

## **ARTICLE 36**

### **SAFETY AND HEALTH**

**Section 36.1.** It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

**Section 36.2.** Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for the facilities, vehicles, equipment, tools, and supplies provided by the Employer, and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor or department head shall note all reports of safety complaints and forward copies to the Safety Committee.

**Section 36.3.** 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 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 Safety Committee are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

**Section 36.4.** When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA on agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

**Section 36.5.** Employee exposure records (Environmental Monitoring, and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records including Biological Monitoring 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.

**Section 36.6.** It is understood that the Safety Committee is a fact-finding and communication vehicle only. The responsibilities of the committee are as follows:

1. To review all health and safety complaints and make recommendations for corrective action;
2. To review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline;
3. To convene immediately upon notice of a work refusal and perform the functions stated in Section 3;
4. To recommend safety training programs;
5. To make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities.

**Section 36.7.** In accordance with Ohio Revised Code 4617.13(B), an employee seeking remedy for discipline or alleged discrimination based upon safety issues may elect to:

1. File a complaint with the State Personnel Board of Review;
2. Pursue a grievance or appeal under municipal charter;
3. Pursue a grievance or appeal under Section 124.34 of the Revised Code;
4. Pursue a grievance or appeal or any other right or remedy provided by law; or
5. Pursue a grievance according to the grievance procedures outlined under this Agreement.

**Section 36.8.** Under Revised Code 4617.13(B) and (C), an employee may elect only one (1) of the remedies outlined in Section 7; however, the parties agree that if an employee utilizes (1), (2), (3), or (4) in Section 7, above, he may also grieve the matter up to Step 3 of the grievance procedure in this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

## **ARTICLE 37** **SEVERABILITY**

**Section 37.1.** This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 37.2.** The parties agree that should any provision of this Agreement be found to be invalid, they will have a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language, if alternative language is available.

**ARTICLE 38**  
**WAIVER IN CASE OF EMERGENCY**

**Section 38.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the City of Tipp City Council or City Manager, the Miami County Sheriff, the Federal or State Legislature, where such acts of god affect the safety and health of the citizens of the City of Tipp City, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for processing of grievances.
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

**Section 38.2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedures, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 39**  
**SCOPE OF BARGAINING**

**Section 39.1.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings of that right and opportunity are set forth in this Agreement.

**ARTICLE 40**  
**RULES AND REGULATIONS**

**Section 40.1.** The Union recognizes that the Employer or his/her designee has the right to promulgate work rules, policies, and procedures, and to regulate the conduct of employees and the conduct of the Employer's operations, services, programs, and business.

**Section 40.2.** Prior to implementing new or changed work rules, policies, or procedures, the Employer will notify the Union by certified mail at least seven (7) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Union will send a notice by certified mail to the Employer.

**Section 40.3.** If agreement cannot be reached on new or revised rules, policies, or procedures, and the Employer implements the proposed changes, the Union may file a grievance if a conflict exists between this Agreement and the newly implemented rules, policies, or procedures. Said grievance may be filed by the Union at the Step 3 of the grievance procedure.

**Section 40.4.** Notwithstanding the preceding sections, if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving their rights.

**Section 40.5.** Newly written work rules, policies, or procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance, provided the parties recognize that certain situations, for example an emergency or state or federal directive, may require that the Employer implement a change immediately.

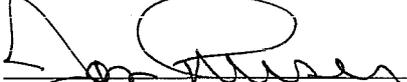
**ARTICLE 41**  
**DURATION OF AGREEMENT**

**Section 41.1.** This Agreement shall be effective upon signing and shall remain in full force and effect until 12:00 midnight, November 30, 2015, unless otherwise terminated as provided herein. The Agreement shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to the other party of their desire to modify, amend, or terminate this Agreement. Written notices of such intent shall be given no earlier than 120 calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**SIGNATURE PAGE**

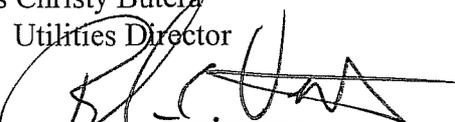
IN WITNESS, WHEREOF, the parties hereto have ratified and executed this Agreement at Tipp City, Ohio, this 4<sup>th</sup> day of JUNE, 2013.

FOR THE CITY OF TIPP CITY

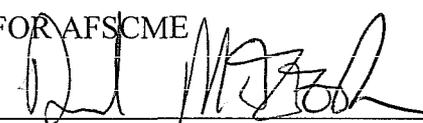
  
\_\_\_\_\_  
s/s Jon Crusey  
City Manager

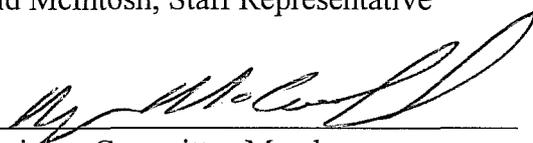
  
\_\_\_\_\_  
s/s Scott Vagedes  
City Engineer/Service Director

  
\_\_\_\_\_  
s/s Christy Butera  
Utilities Director

  
\_\_\_\_\_  
s/s Bradley Vath  
Assistant City Manager

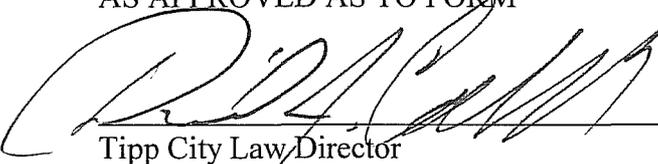
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David McIntosh, Staff Representative

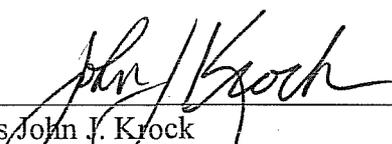
  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

AS APPROVED AS TO FORM

  
\_\_\_\_\_  
Tipp City Law Director

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
s/s John I. Krock  
Labor Relations Consultant  
Clemans, Nelson & Associates

RATIFIED BY COUNCIL ON:

\_\_\_\_\_  
Date

**APPENDIX A**  
**BARGAINING UNIT CLASSIFICATIONS**

MAINTENANCE SPECIALIST I  
MAINTENANCE SPECIALIST II  
GROUNDSMAN  
UTILITY PLANT OPERATOR I, II  
EQUIPMENT OPERATOR  
APPRENTICE LINEMAN  
TREE TRIMMER/ARBORIST  
JOURNEYMAN LINEMAN  
WATER TREATMENT PLANT OPERATOR

**APPENDIX B**  
**WAGE SCALE**

Date	Step A	Step B	Step C	Step D	Step E	Step F	Job Classes
12-1-12	11.85	12.45	13.08	13.73	14.41	15.13	Maintenance Specialist I
12-1-13	12.09	12.70	13.34	14.00	14.70	15.43	
12-1-14	12.33	12.95	13.61	14.28	14.99	15.74	
12-1-12	14.96	15.62	16.39	17.11	17.95	18.86	Maintenance Specialist II Groundsman
12-1-13	15.26	15.93	16.72	17.45	18.31	19.24	
12-1-14	15.57	16.25	17.05	17.80	18.68	19.62	
12-1-12	16.39	17.11	17.95	18.86	19.85	20.77	Utility Operator I Equipment Operator
12-1-13	16.72	17.45	18.31	19.24	20.25	21.19	
12-1-14	17.05	17.80	18.68	19.62	20.66	21.61	
12-1-12	17.95	18.86	19.85	20.77	21.84	22.87	Water Treatment Plant Operator, Apprentice Lineman, Utility Operator 2, Tree Trimmer/Arborist
12-1-13	18.31	19.24	20.25	21.19	22.28	23.33	
12-1-14	18.68	19.62	20.66	21.61	22.73	23.80	
12-1-12	19.20	20.11	21.10	22.02	23.09	24.12	Water Treatment Plant Operator, Class II License
12-1-13	19.56	20.49	21.50	22.44	23.53	24.58	
12-1-14	19.93	20.87	21.91	22.86	23.98	25.05	
12-1-12	20.45	21.36	22.35	23.30	24.34	25.37	Water Treatment Plant Operator, Class III License
12-1-13	20.81	21.74	22.75	23.69	24.78	25.83	
12-1-14	21.18	22.12	23.16	24.11	25.23	26.30	
12-1-12	21.84	22.87	24.02	25.18	26.47	27.73	Journeyman Lineman
12-1-13	22.28	23.33	24.50	25.68	27.00	28.28	
12-1-14	22.73	23.80	24.99	26.19	27.54	28.85	