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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF SHELBY, OHIO
AND
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 18-S**

K# 29446

CASE #2012-MED-08-0700

2041-02

**Effective Upon Execution
Expires December 31, 2015**

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ARTICLE 1
PREAMBLE

Section 1.01. This agreement is hereby entered into by and between the City of Shelby, hereinafter referred to as the "Employer," and the International Union of Operating Engineers, Local #18-S, hereinafter referred to as the "Union."

ARTICLE 2
PURPOSE AND INTENT

Section 2.01. In an effort to continue harmonious and cooperative relationships with its employees, and to ensure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) to recognize the legitimate interest of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) to promote fair and reasonable working conditions; (3) to promote individual efficiency and service to the citizens of the City of Shelby; (4) to avoid interruption or interference with the efficient operation of the Employer's business; and (5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
RECOGNITION

Section 3.01. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to all matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement, as provided by R.C. § 4117.08(A), for all full-time employees employed and occupying the following positions, in the respective plants:

Municipal Water Treatment Plant

Water Treatment Plant Chief Operator
Laboratory Technician
Service Crew Chief
Operator Class III
Operator Class II
Operator Class I
Operator
Operator, Trainee
Extra Labor
Meter Reader

Waste Water Treatment Plant

Waste Water Plant Chief Operator
Laboratory Technician

Operator Class III
Operator Class II
Operator Class I
Operator
Operator, Trainee Extra Labor

Service Department

Crew Chief Foreman

Division of Streets

Crew Chief, Division of Streets
Equipment Operator / Truck Driver, Class II Water or Sewer License
Equipment Operator / Truck Driver, Class I Water or Sewer License
Equipment Operator / Truck Driver
Regular Laborer
Mechanic, Class II Water or Sewer License
Mechanic, Class I Water or Sewer License
Extra Labor
Mechanic

Division of Water Distribution

Line Repair Crew Chief
Laborer, Class A, with Class II License (Water)
Laborer, Class A, with Class I License (Water)
Laborer, Class A
Laborer, Class B
Extra Labor

Division of Sewer Maintenance

Sewer Maintenance Crew Chief
Laborer, Class A, with Class II License (Sewer)
Laborer, Class A, with Class I License (Sewer)
Laborer, Class A
Laborer, Class B
Extra Labor

Municipal Electric Distribution

Crew Chief
Lineman, Class A
Lineman, Class B
Lineman, Class C
Lineman Helper
Metering/Serviceing Technician
Maintenance Man
Meter Reader
Extra Labor, Class B
Extra Labor, Class C

Municipal Utilities Office

Utilities Billing Control Clerk, Class A
Utilities Billing Control Clerk, Class B
Regular Part-time Help
Laborer Class C, Custodian

Municipal Light Plan

Crew Chief
Chief Engineer
Steam Operating Engineer, 1st Class
Steam Operating Engineer, 2nd Class
Steam Operating Engineer, 3rd Class
Maintenance Mechanic
Maintenance Mechanic (W)
Millwright Journeyman
Welder
Boiler Attendant II A (3rd Class Operator's License)
Boiler Attendant II B (Boiler Operator's License)
Boiler Attendant IA (Boiler Operator's License)
Boiler Attendant IB
Trainee
Relief Engineer
Utility Worker

Section 3.02. The bargaining unit shall exclude all part-time, seasonal, temporary, and probationary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided for law.

Section 3.03. Unless delineated specifically by clause, all provisions of this agreement apply equally to all classifications.

ARTICLE 4
UNION SECURITY/CHECK-OFF

Section 4.01. The City agrees to deduct from each member's earnings the Union dues and Union initiation fees, if any, on a bi-weekly basis after the employee's first ninety (90) days of employment on the basis of individually signed voluntary check-off authorization cards in a form furnished by the Union.

Section 4.02. It shall be a condition of continued employment that all employees of the City covered by this agreement who are not members of the Union shall pay a fair share fee equivalent to the Local Union's periodic dues and initiation fees. The City shall deduct the fair share fee from the employee's earnings on a bi-weekly basis after the employee's first ninety (90) days of employment.

Section 4.03. The amount of dues, initiation fees, or fair share fees to be deducted from each employee shall be that amount as certified to the City in writing by the Financial Secretary of the Local Union. Each month the City shall prepare and turn over to the Financial Secretary of the Union a list of the deductions showing the amount of dues, initiation fees, or fair share fees deducted and the period for which the deduction was collected. Any employee who was initiated during the dues collection period or began paying fair share fees or an employee who has an irregular deduction for dues or fair share fees shall be listed with an explanation.

Section 4.04. The list and amount of dues, initiation fees, or fair share fees collected shall be turned over to the Financial Secretary of the Union by the seventh (7th) day following the deduction. Any employee who does not conform with the provisions of the fair share fee as contained herein and in Section 4117.09 (C) of the Ohio Revised Code shall, within thirty (30) days after the City has been notified in writing by the Union of the employee's non-conformity, be discharged from employment.

Section 4.05. The Director of Finance and Public Records is hereby authorized and directed to provide for the following check-off from employees' salaries: Union dues, bonds, approved group insurance premium, disability insurance premium, and court-ordered child support. No processing fees shall be charged by the Employer for the provision of this check-off service.

Section 4.06. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article, and the Union shall indemnify the Employer from any such liabilities or damages that may arise.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.01. Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to, unless limited herein:

1. hire, discharge, transfer, suspend, and discipline employees for just cause;
2. determine the number of persons required to be employed, laid off, or discharged;
3. determine the qualifications of employees covered by this agreement;
4. determine the starting and quitting time and the number of hours to be worked by its employees;
5. make any and all rules and regulations;
6. determine the work assignments of its employees;
7. determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this agreement;

8. determine the type of equipment used and the sequence of work processes;
9. determine the making of technological alterations by revising either process or equipment, or both;
10. determine work standards and the quality and quantity of work to be produced;
11. select and locate buildings and other facilities;
12. establish, expand, transfer, and/or consolidate work processes and facilities;
13. consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity or effect or change in any respect the legal status, management responsibility of such property, facilities, processes, or work;
14. terminate or eliminate all or any part of its work or facilities.

Section 5.02. In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this agreement, including but not limited to those rights enumerated in Ohio Revised Code Section 4117.08 (C), are and shall remain exclusively those of the Employer.

Section 5.03. To the extent that any policies, procedures, or work rules implemented pursuant to the management rights provision violate the specific terms of this agreement, they may be subject to the grievance procedure.

ARTICLE 6 **NO STRIKE**

Section 6.01. The Union agrees that during the term of this agreement, it will not condone, sanction, or authorize walkouts, strikes, sitdowns, or slowdowns or sickouts or other interferences with the services provided, and it will not interfere with the work flow. It being understood, however, that the Employer will not hold the Union responsible financially or otherwise for any strike, walkout, sitdown, or slowdown which it neither condones, sanctions, nor authorizes, but may hold individual employees who participate responsible. The Union further agrees that if any unauthorized strike occurs, the Local Union officials will immediately meet with the City and take appropriate action to end the strike, including but not limited to, public renunciation of the strike and instructions to employees to return to work.

Section 6.02. It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. It is understood and agreed that in the event of a Union authorized strike, determined to be illegal, the Union shall indemnify and hold the Employer harmless from any and all costs arising therefrom.

Section 6.03. It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

ARTICLE 7 **NON-DISCRIMINATION**

Section 7.01. The Employer and the Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this agreement the commitment not to discriminate against any employee because of his membership or participation in Union matters, such individual's race, color, religion, age, sex, national origin or ancestry, disability, military status, or veteran's status.

Section 7.02. All references to "employees" shall be construed to designate both male and female employees. Whenever the male gender is used alone, it shall be construed to include both male and female employees and is not to be interpreted to be discrimination by reason of sex.

ARTICLE 8 **BULLETIN BOARDS**

Section 8.01. Designated Union Bulletin Boards. The City shall grant to the Union the use of designated bulletin boards.

Section 8.02. Use of Bulletin Boards. Use of bulletin boards by the Union shall be limited to the following Union notices: recreation and social affairs; legislative reports, meetings, appointments, Union elections, results of Union elections. Any other matter to be posted shall be submitted to the Employer for approval.

ARTICLE 9 **UNION REPRESENTATION**

Section 9.01. Union Grievance Committee. The Union's grievance committee shall consist of the Steward(s) involved, Representative, or his designee.

Section 9.02. Committee members will be afforded such time off as may be required to: (1) attend meetings pertaining to suspension or discharge or other matters which cannot reasonably be delayed until the time of the next regular meeting; and (2) visit departments or areas of work other than their own at reasonable times for the purpose of transacting the legitimate business of the grievance committee. Before absencing himself from his regular place of work, the committeeman shall obtain permission from his immediate foreman or department head, and at the completion of his business, shall notify his foreman or department head of his return. The time actually lost during normal working hours by reason of a special meeting called by City management and Union representatives shall be paid for by the City, but in no event shall overtime be paid to an individual for time which was spent in attendance at such meetings.

ARTICLE 10
SAFETY AND HEALTH

Section 10.01. Safe Conditions: The City shall continue to make reasonable provisions for safety and health of its employees in the City during the hours of their employment. Safety shall be provided by the City in accordance with the requirements of the law and practice prevailing as of the date of this agreement. Safety must be a prime concern of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees.

Section 10.02. Safety Rules: Employees shall observe all rules and regulations of the City for the protection of life, limb, and health and for the preservation of City property.

Section 10.03. The employee retains the right as provided by the Occupational Safety and Health Act to refuse to place himself in any unsafe working situation.

Section 10.04. There is hereby established a joint Health Safety Committee which shall consist of two (2) members appointed by the City and two (2) bargaining unit members appointed by the Union. The purpose of this committee is to advise and recommend safe working conditions and procedures in the City and to encourage all employees to follow said procedures. The City shall retain the responsibility to coordinate the efforts of the committee and monitor compliance with applicable Occupational Safety and Health Administration requirements.

ARTICLE 11
LABOR-MANAGEMENT COMMITTEE

Section 11.01. There shall be a Labor-Management Committee consisting of not more than two (2) Union representatives and not more than two (2) Employer representatives. The Committee shall meet at least quarterly, unless waived, to discuss matters of mutual concern, including insurance matters but excluding negotiable and grievable issues. The Committee may make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

ARTICLE 12
SICK LEAVE

Section 12.01. All employees shall earn sick leave at the rate of ten (10) hours per month and may accumulate such sick leave to an unlimited amount, provided no employee can earn or accrue more than one hundred twenty (120) hours in any calendar year. Any employee on an unpaid leave of absence not approved by the Employer shall not accrue sick leave during his absence and shall have his sick leave accrual prorated accordingly. Both conditions must apply.

Section 12.02. Employees may use sick leave upon the approval of the Employer for the following reasons:

- A. Illness or injury of the employee or his immediate family.
- B. Medical, dental, or optical examinations or treatment of an employee or his immediate family which requires the employee's attendance, which cannot be scheduled outside of normal working hours.
- C. If a member of the immediate family is afflicted with a contagious disease, or when, through exposure to a contagious disease, the presence of the employee at his job will jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during postnatal period.

Section 12.03. An employee who is to be absent on sick leave shall notify the Employer, in a manner designated by the Employer, of such absence and the reason therefore before the start of his work shift each day of absence, unless the employee has made other reporting arrangements with his immediate supervisor. An employee who works in a department that operates on a continuous basis shall notify the Employer of his absence at least one (1) hour before the start of his work shift. Any other employee shall notify the Employer of his absence at least one-half (½) hour before the start of his work shift. Failure to notify the Employer as required prior to the start of his shift shall result in denial of sick leave pay for that day.

Section 12.04. Sick leave may be used in segments of not less than one (1) hour.

Section 12.05. Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury, as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer and paid by the Employer. In any event, an employee absent for more than two (2) consecutive tours of duty must supply a physician's report to be eligible for paid sick leave.

Section 12.06. If an employee fails to submit adequate proof of illness or injury upon request, or in the event that upon such proof as is submitted, or upon the report of medical examination, the Employer, at its sole discretion, finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may, at the Employer's sole discretion, be considered an unauthorized leave and shall be without pay.

Section 12.07. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Section 12.08. The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is capable of performing the essential functions of his position, and that his return to duty will not jeopardize the health and safety of himself or other employees.

Section 12.09. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, and dependents living with the employee.

Section 12.10. Upon the retirement of an employee, hired after January 1, 1987, who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Employer, providing that such resulting number of hours to be paid shall not exceed seven hundred twenty (720) hours.

Section 12.11. All employees covered by this agreement shall be allowed eight (8) hours of personal leave each calendar year. Personal leave shall be used to cover unforeseen absences which occur during the calendar year. Personal leave shall not be accumulative from year to year. Employees using personal leave shall have those hours deducted from sick leave accumulation. All employees should make every reasonable effort to contact their immediate supervisor as soon as reasonably possible prior to affecting his or her personal day of leave.

Section 12.12. Each employee who has accumulated sick leave in excess of seven hundred twenty (720) hours can forfeit his accumulated sick leave for additional vacation. Each employee with such an excess of sick leave can forfeit sixteen (16) hours of sick leave in exchange for eight (8) hours additional vacation. No employee shall be entitled to more than forty (40) additional hours of vacation in any year. Further, no employee shall be permitted to forfeit sick leave if doing so would reduce said employee's sick leave total below seven hundred twenty (720) hours. Only sick leave which has been accrued can be forfeited in exchange for additional vacation.

ARTICLE 13 **UNION LEAVE**

Section 13.01. At the request of the Union, a leave of absence without pay up to one (1) year at a time may be granted to any employee selected for a Union office, employed by the Union, or perform any other function on behalf of the Union necessitating a suspension of active employment. Such leave may only be granted with approval of the department head and the Director. Such leave may be renewable from year to year with approval of the department head and the Director provided there is an opening.

Section 13.02. Employees who are officers of the bargaining unit may be authorized to attend meetings and conventions of their International Union on a regional, state, or national level. Only personnel elected by their employee group, and certified by official notification from their employee group, shall be granted such leave.

Section 13.03. The representatives shall be chosen by the Union and shall not exceed two (2) persons released at the same time. The total cumulative number of release days granted per year shall not exceed ten (10) working days. Days not used shall not be carried over to the succeeding year.

ARTICLE 14
FUNERAL LEAVE

Section 14.01. An employee shall be granted time off with pay for the purpose of attending the funeral upon the death of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) workdays for each death in his immediate family. For the purposes of this article, "immediate family" shall be defined as to only include the employee's: spouse, child, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents-in-law, to include, the step relation of all listed above, any other relative living with the employee at the time of death and any person who stood as in loco parentis to the employee as a child.

Section 14.02. If an employee requires more time than provided for in the above paragraph, or should he wish to attend the funeral of any relative not listed above (e.g., aunts, uncles, nieces, nephews), he may utilize vacation time, sick leave, compensatory time, or leave without pay, with the approval of the employee's department head.

ARTICLE 15
VACATIONS

Section 15.01. All full-time employees, as defined in Article 1 of this agreement, shall have earned vacation as follows:

Eighty (80) hours of vacation after one (1) year of service;

One hundred twenty (120) hours of vacation after five (5) years of service;

One hundred sixty (160) hours of vacation after fourteen (14) years of service;

Two hundred (200) hours of vacation after twenty (20) years of service.

Section 15.02. All vacations are to be set up and scheduled by the department head and/or the Director of Public Service, and shall be used within twelve (12) months immediately following the year of accrual. Any additional vacation hours which have been gained by forfeiting sick leave must be set up and scheduled by the department head and/or the Director of Public Service on the same basis as standard vacation leave. Year of accrual shall be employee's anniversary date. Military service shall be considered continuous and uninterrupted service. No vacation leave shall accrue if an employee is on an unpaid leave of absence not approved by the Employer, and vacation accrual shall be prorated for any unpaid leave of absence not approved by the Employer. Both conditions must apply. Seniority shall prevail in the event a conflict arises in the selection of vacation periods. In the event that a holiday, as defined in Article 16, falls on a day the employee has scheduled vacation leave, such employee shall receive holiday pay (8 hours of pay at the employee's regular rate) for that day and shall not be charged vacation

leave. Such vacation shall not, however, be extended because of such holiday. All vacation time shall be with pay as follows: for employees who work forty (40) hours per week, excluding overtime, the vacation pay shall be forty (40) hours per calendar week.

Section 15.03. Employees may elect to be paid for vacation not taken. During the first five (5) years of employment, an employee may be paid for up to forty (40) hours of unused vacation. From the sixth (6th) year of employment on, an employee may be paid for up to eighty (80) hours of unused vacation. Requests for payment for unused vacation shall be made in writing to the Employer at least two (2) weeks before the employee's anniversary date and shall receive the pay on the first pay following the employee's anniversary date. Employees shall be permitted to carry over up to eighty (80) hours of vacation leave into the next year; however any vacation leave accrued in excess may be paid to the employee upon written request. Failure to make the request in writing within the time identified and vacation shall not be carried-over to the next year and shall result in the forfeiture of the vacation leave without pay.

ARTICLE 16 **HOLIDAYS**

Section 16.01. Each employee shall be paid for the holiday declared in this article and shall not be required to work on such holiday unless, in the opinion of the employee's responsible administrative superior, failure to work on such holiday could impair the public service. Employees are entitled to holiday pay for the days on which the holidays listed in Section 16.02 actually fall, regardless of the days of the week on which they may be observed by the City.

All employees shall receive eight (8) hours of "holiday pay" at their regular base wage rate for all Holidays designated in this Article in the pay period in which the Holiday occurs. Any employee required to work on a designated holiday shall receive eight (8) hours of holiday pay at their regular base wage rate in addition to double the employee's regular wage rate for all hours actually worked. Any employee required to actually work overtime on a designated Holiday shall receive eight (8) hours of "holiday pay" at his regular base wage rate in addition to two and one-half (2.5) times his regular wage rate for the hours of overtime actually worked. Any employee on an unpaid leave of absence not approved by the Employer at the time the Holiday occurs shall not be eligible to receive "holiday pay." Both conditions must apply.

Section 16.02. All bargaining unit employees, after ninety (90) days of continuous employment, shall be entitled to the following nine (9) paid holidays:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

Section 16.03. In addition, all employees after ninety (90) days of continuous employment shall be entitled to sixteen (16) hours of floating holiday time. Floating holiday time shall be defined as follows: any day or days the employee desires to have off providing he gives two (2) weeks advance notice to his immediate supervisor. The floating holiday shall be determined by seniority in the event a conflict in scheduling the floating holiday occurs. The sixteen (16) hours of floating holiday time must be taken within the year or forfeited.

Section 16.04. For the purposes of computation of holiday pay, this agreement shall be computed on the basis of 2,080 working hours per year to determine an employee's hourly rate, which the employee shall receive in the pay period in which the holiday occurs.

ARTICLE 17

UNPAID DISABILITY LEAVE

Section 17.01. A physically or mentally incapacitated employee who has completed one year of service with the City may request an unpaid disability leave. An unpaid disability leave for a period not to exceed thirty (30) days will be granted when the disability continues beyond the use of all accrued but unused sick leave and beyond the exhaustion of Family Medical Leave and the requirements set forth in Section 2 are met. One extension up to an additional thirty (30) days may be granted at the discretion of the Employer.

Section 17.02. The employee must furnish satisfactory medical proof of such disability along with his or her written request for unpaid disability leave. The employee must also be:

- A. Hospitalized or institutionalized; or
- B. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
- C. Declared incapacitated for the performance of the duties of this position by a licensed physician.

It is the employee's responsibility to request an unpaid disability leave since such leave is not granted automatically when the employee has used all of his or her accrued sick leave and has exhausted Family Medical Leave.

Section 17.03. When an employee is ready to return to work from an unpaid disability leave, he or she shall furnish a statement by a physician releasing the employee as able to return to full-time and full capacity duty. The City may require an employee to be examined by a licensed physician at the expense of the City in order to determine that the employee is capable of performing the essential functions of his or her position.

Section 17.04. An employee who does not return from disability leave, does not formally resign, or does not take disability benefits shall be separated by personnel action with the designation "Failure to Return from Disability Leave." Said separation may not be appealed through the grievance procedure.

Section 17.05. An employee who has been granted an unpaid Disability Leave shall not accrue vacation leave, sick leave, or holiday pay during such a Disability Leave.

Section 17.06. An employee who has been granted an unpaid Disability Leave shall be continued on the City's medical insurance for thirty (30) days. Thereafter, the employee shall be provided with a notice of rights pursuant to COBRA, unless the City otherwise determines to extend coverage during any extension period.

ARTICLE 18 **HOURS OF WORK**

Section 18.01. All utility employees shall work a schedule of forty (40) hours per week, except shift employees in the Light, Water, and Sewage Plants, who shall work an average of forty-two (42) hours per week.

ARTICLE 19 **OVERTIME**

Section 19.01. Overtime in all Municipal Departments covered by this agreement shall be paid to all employees at one and one-half (1 1/2) times the regular rate of pay for such employees actually working more than forty (40) hours in active pay status per week, unless otherwise specifically provided herein. Overtime shall be paid at a rate computed on the base of 2,080 working hours per year. For purposes of this Article "active pay status" shall be defined to include hours actually worked and all forms of leave paid by the Employer except sick leave. (For overtime call-outs see Article 22).

Section 19.02. When overtime is to be worked, the City, by Department, will distribute the same among the employees with the ability to perform the job by first offering the overtime to the employee in the appropriate job classification in the order of seniority on a rotating basis. If an employee passes his opportunity to work the overtime, the employee must wait until his name next appears on the rotation for overtime work. It is understood that in the event all employees pass an opportunity to work overtime, the City shall have the right to draft employees to perform the overtime work. Drafting employees will be done in the inverse order of their seniority provided that the most junior employee has the ability to perform the job. Employees will not be sent home early, nor brought in late, nor will the employees' schedules be altered for the sole purpose of avoiding the payment of overtime.

Section 19.03. A record of all overtime hours worked by each employee shall be recorded on a list by classification and shift by the department head. All employees, including the steward, shall have the opportunity to review the list at any reasonable time.

Section 19.04. Light Plant. If an employee is absent from work at the Light Plant for any reason, for a period of three (3) consecutive workdays or less, and the City determines that it is necessary to fill the absent employee's position, the position shall be filled by first offering the time to the employee off in the appropriate job classification on a rotating basis. If the employee off turns down his opportunity to work the overtime, then the overtime opportunity shall be offered to the employee with the most seniority in that job classification. Drafting employees

shall generally be done in the inverse order of seniority; however, the employee's work schedule shall also be considered. Relief Engineers may also be considered for overtime opportunities as set forth in this section in accordance with seniority and the ability to perform the job.

In the event an employee is absent from work for a period of more than three (3) consecutive workdays and the City determines that it is necessary to fill the absent employee's position, the Employer has the right to change the schedule of the Relief Engineer to fill the absent employee's position for any workdays beyond the first three (3) as described above.

Section 19.05. It is the intent of the Employer to comply with this article in good faith and to equalize the opportunity for overtime to the extent possible. If, however, overtime is offered in a manner inconsistent with the procedure outlined in this article, the matter shall be resolved by offering the next overtime opportunity to the employee who was missed in the rotation.

ARTICLE 20 **COMPENSATORY TIME**

Section 20.01. An employee who actually works in excess of forty (40) hours per work week in active pay status may elect to receive pay or compensatory time in the amount of one and one-half (1 1/2) times their regular hourly rate. If an employee elects to receive compensatory time off, it shall be placed in a "comp bank" for use as future time off, not to exceed a maximum accumulation of one hundred ninety (190) hours. In the event an employee reaches the one hundred ninety (190) hour maximum, any overtime earned thereafter shall be paid. For purposes of this Article "active pay status" shall be defined to include hours actually worked and all forms of leave paid by the Employer except sick leave. (For overtime call-outs see Article 22)

Section 20.02. Each employee shall be responsible for designating in writing to his supervisor his election of pay or compensatory time for overtime, at the conclusion of the time worked. Department Heads shall be responsible for maintaining accurate records regarding compensatory time balances and shall submit the comp bank balances to the Finance Director each pay period.

Section 20.03. For the purpose of computing overtime, compensatory time taken off shall be construed as hours actually worked.

Section 20.04. "Comp bank" balances must be reduced to zero in the event that an employee transfers to a position that has a regular rate of pay different than the one he is transferring from. Cash payment shall be based on the regular rate of pay in effect for the position the employee is leaving at the time he affects the transfer.

Section 20.05. "Comp bank" balances may be carried for a maximum of five (5) consecutive years, beginning originally from the employee's date of hire. At the end of the fifth (5th) consecutive year, the "comp bank" balance must be reduced to zero. Cash payment shall be based on the regular rate of pay in effect for the employee at the time the balance is reduced. Any event that reduces the "comp bank" balance to zero shall serve as the beginning of a new five (5) year period.

Section 20.06. Compensatory time off shall be granted by the department head with two (2) weeks written notice. It is understood, however, that such requests may be denied if staffing levels will not accommodate the absence of the employee requesting the compensatory time off. In no event will compensatory time be granted in more than forty (40) hour increments at one time.

Section 20.07. An employee may request to receive cash payment for accrued compensatory time. Approval of the request shall be subject to the Employer's availability of funds. For the purpose of this section, "availability of funds" shall mean those funds that are within the monies budgeted to the employee's department within any annual appropriation, and which may legally be utilized for such purpose.

ARTICLE 21

PROBATIONARY PERIOD

Section 21.01. 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 ninety (90) calendar days.

Section 21.02. A newly hired probationary employee may be disciplined up to and including termination any time during his probationary period, and shall have no appeal over such removal.

Section 21.03. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period, unless otherwise agreed by the Employer and the Union.

ARTICLE 22

CALL IN AND STANDBY PAY

Section 22.01. An employee who is called in or scheduled to perform work after he has left the premises shall be paid not less than four (4) hours at the employee's straight time rate of pay. The Employer may, in its discretion, require an employee called in to work for the entire four (4) hour period. This minimum call in pay shall not apply to hold-over overtime.

Section 22.02. Total compensation for each "call-in" shall be the greater of either the actual number of hours worked times the employee's applicable rate of pay (e.g., overtime rate, holiday rate, etc.) or four (4) hours times the employee's straight time hourly rate of pay.

Section 22.03. Section 1 of this article shall not apply to an employee who is required, in writing, to be on standby time for the performance of emergency work. An employee on standby time shall be paid one (1) hour of straight time for each weekday required to be on standby and two (2) hours per day for each Saturday or Sunday to be on standby. An employee on stand-by who is called to perform work after he has completed his scheduled hours and left the premises shall be paid the greater of either the actual number of hours worked on "call in" times the applicable rate of pay or two (2) hours at one and one-half (1 1/2) times the employee's straight time hourly rate of pay.

ARTICLE 23
SENIORITY

Section 23.01. There shall be established in the several service departments of the City of Shelby, Ohio, a seniority list, which list shall include the employees in such individual departments. "Seniority" is defined as continuous total full-time service with the City of Shelby as of the last hiring date.

Section 23.02. There shall be two (2) types of seniority: (a) City-wide seniority, which seniority is the total continuous total full-time service with the City of Shelby, Ohio as of the last hiring date; and (b) departmental seniority, which seniority is the total length of continuous service rendered in an individual City department. For the purpose of vacations, total service shall prevail, and vacations shall be granted in accordance with the collective bargaining agreement.

Section 23.03. For the purposes of temporary or permanent promotions, layoffs, recalls, shift assignments or transfers, departmental seniority shall prevail, provided such employee is qualified for said promotion, shift assignment, or transfer pursuant to applicable laws and regulations.

Section 23.04. An employee may accumulate seniority in only one department at a time. When an employee transfers or promotes from one department to another, he shall be placed at the bottom of the seniority list in that department to which he has been transferred or promoted for purposes of layoffs, recalls, and job assignments. For the benefits authorized by law, total years of service shall prevail.

Section 23.05. Seniority shall be terminated by:

- A. voluntary termination of employment of the employee;
- B. discharge for just cause;
- C. retiring;
- D. being laid off for a period exceeding twenty-four (24) months;
- E. failure to respond to a notice of recall to report to work within fourteen (14) working days from the date the employee receives the recall notice by certified mail;

Approved leaves of absence shall not constitute a break in seniority.

ARTICLE 24
LAYOFF/RECALL

Section 24.01. Whenever it is necessary because of lack of funds, projected lack of funds, lack of work, job abolishment, or consolidation, employees shall be laid off in the following order:

- A. Part-time and seasonal employees;
- B. Employees who have not completed their probationary period;
- C. Employees who have completed their probationary period.

Section 24.02. When a layoff is necessary, employees shall be laid off in accordance with the above order on the basis of seniority within their department. An employee who is laid off shall be able to displace another employee with less seniority in a lower rated classification within the same department.

Section 24.03. Transfers to Open Positions.

- A. In the event of a layoff, an employee who has seniority in more than one department shall be permitted to transfer to any department in which he has seniority if there is an opening which he or she can fill, provided that he is qualified under the applicable laws and regulations to perform the job to which he intends to transfer, as determined solely by the Employer.
- B. An employee identified for layoff shall be permitted to transfer to any department in which there is an opening, regardless of seniority, provided he is qualified to perform the essential functions of the job and meets the minimum requirements of a new hire in the vacant position as determined solely by the Employer. The employee shall be placed at the applicable grade based on years of service.

Section 24.04. In the event employees have the same departmental seniority date, City-wide seniority date shall prevail.

Section 24.05. Before any bargaining unit employee is given notice of layoff as stated above, the City and Union will meet immediately for the purpose of attempting to find an available job within the bargaining unit, in accordance with the layoff procedure. The meeting shall occur within seventy-two (72) hours of notice to the Union, and after that time the City may give notices to employees even if a meeting has not occurred. The Union shall receive a copy of all such layoff notices.

Section 24.06. All regular full-time employees shall be given a minimum of fourteen (14) calendar days' advance written notice of layoff indicating the circumstances which make the layoff necessary. In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation as quickly as possible, but no later than thirty (30) days after the layoff. A laid off employee shall accumulate seniority during any period of layoff.

Section 24.07. When it is necessary to increase the work force in a job classification following a layoff, employees shall be recalled to their job classification from any lower-rated job

classification into which they were displaced during the course of the layoff, or from layoff in accordance with seniority, most senior employees being recalled first.

Section 24.08. An employee on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the City sends the recall notice to the employees by certified mail (to his last known address as shown on the City records). The failure of an employee to respond and return to duty within fourteen (14) calendar days from the date the City sends the recall notice to the employee shall constitute a waiver of recall rights, and the employee shall have no further recall rights. It is the obligation of the employee to ensure that the Employer has their current address both during periods of employment and lay-off and a means to contact the employee in the employee's absence.

Section 24.09. A laid-off employee shall retain his right to recall for a period of twenty-four (24) months. A laid-off employee may be offered the opportunity to work for the City on a temporary basis [less than ten (10) work days]. If a laid off employee works for the City on a temporary basis, his right to recall shall be extended by the period of time of the temporary work. If a laid off employee works for the City for a period of time longer than ten (10) work days, then his recall period shall restart for a period of twenty-four (24) months. The laid off employee may decline the temporary work without affecting his right to recall.

Section 24.10. No new employees, including temporary employees, shall be hired until all qualified employees have been recalled or are offered recall, pursuant to paragraph 24.09 above. Persons on welfare or general relief shall not be used to displace City employees; they shall be used primarily for unskilled, menial tasks. Under no circumstances will persons on welfare or general relief be used in any department where City employees are on layoff status. (The effect of this sentence shall cease in the event the employee[s] is/are employed in another department.)

Section 24.11. It is the specific intent of the parties that the preceding contract article specifically supersedes and prevails over the terms of Ohio Revised Code 124.321 through 124.328 inclusive, and Ohio Administrative Code 123:1-41-01 through 123:1-41-23 inclusive, and the Rules of the Civil Service Commission of Shelby, Ohio regarding lay-offs and recall.

ARTICLE 25

VACANCIES AND JOB POSTINGS

Section 25.01. When a job vacancy or vacancies occur within by the bargaining unit, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of ten (10) working days. The announcement shall contain the job title of the vacancy, a brief job description, and the rate of pay.

Section 25.02. Any employee wishing to apply for the posted vacancy must submit his application in writing to the department head where the vacancy exists by the end of the posting period in order to be considered for the position. First preference shall be given to applicants from within the affected department, and secondly to bargaining unit employees generally.

Section 25.03. If more than one qualified employee applies for a vacancy, the vacancy, if filled, shall be awarded to the employee who has the highest degree of qualifications, skill, experience,

and ability to perform in the discretion of the Employer. If the qualifications, skill, experience, and ability of the two (2) or more qualified applicants are substantially equal, seniority shall govern. The City shall provide a written reason as to why a person was not chosen to fill a position bid.

Section 25.04. The effective date of the promotion shall be as soon as possible, however, the effective date may be delayed up to, but no later than, thirty (30) working days after the selection has been made, due to the operational needs of the City.

Section 25.05. An employee who is awarded a new job title shall be required to satisfactorily complete a thirty (30) day probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined that the employee cannot satisfactorily perform the new job, he will be reduced to his previously held position at his prior rate of pay. The probationary period may be extended up to an additional thirty (30) days upon agreement of the employee, the Union and the Employer.

Section 25.06. If an employee is reduced to his previously held position at the end of the original probationary period, the Employer may award the position to a qualified internal applicant from the original posting. If an employee is reduced to his previously held position at the end of an extended probationary period, the Employer must repost the position prior to awarding the position.

Section 25.07. If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

Section 25.08. No employee shall be eligible for promotion under these provisions if he has not satisfactorily completed the required probationary period for his existing position. Once an employee is selected for a posted vacancy and completes the probationary period, the employee is barred from applying for a vacancy outside of the employee's department for a period of one (1) year.

Section 25.09. In the event the City elects to change the criteria of a job (description), it must notify the Union of such changes not less than thirty (30) days prior to the effective date of the changes.

Section 25.10. Use of Temporary Employees. Although temporary employees are excluded from the bargaining unit, a temporary employee is included in this article for purposes of clarification and to distinguish them from bargaining unit employees. A temporary employee is defined as an employee who is hired for a specific period of time, which normally shall not exceed six (6) months. The temporary appointment may not be extended unless a temporary employee is filling a vacancy created by an employee on approved leave exceeding six (6) months.

ARTICLE 26 **INSURANCE**

Section 26.01. Employees shall be eligible for health insurance under the City's PPO health insurance plan. Employees will not be required to make a contribution towards the premiums associated with this coverage for the term of this agreement.

Section 26.02. Employees shall also be eligible to participate in the City's vision care program.

Section 26.03. The Employer retains sole discretion to change insurance carriers or alter the provisions of any health insurance plan(s) offered to employees. The City agrees to advise the Union of any changes in the provisions of the health insurance plan(s) and the Union, if it desires, may request a labor/management meeting to discuss the changes; said request shall be made in writing and the parties will select a mutually agreeable date for the meeting.

Section 26.04. In the event an employee's spouse is employed full-time, as "full-time" is defined by the employer, and the spouse's employer makes health insurance available to that spouse, said spouse shall not be eligible for primary coverage under the City's health insurance plan(s). The City shall make its health insurance available to the employee's spouse as a secondary health insurance as needed.

Section 26.05. In those cases where both spouses are employed by the Employer, only one will be eligible for health insurance coverage, which will be the family plan.

Section 26.06. The Employer will provide and pay the full premium for all full-time employees for a life insurance policy with face value of fifty thousand dollars (\$50,000) at no cost to the employee.

ARTICLE 27 **INJURY ON DUTY LEAVE**

Section 27.01. Every full-time bargaining unit employee shall be entitled to apply for benefits under this article provided such disability, sickness, or injury occurred while in the direct line of duty and under such circumstances that would cause the injury or disability to be compensable under the Workers' Compensation Law of the State of Ohio.

Section 27.02. To apply for benefits under Section 1 hereof, written application shall be made to the Service Director accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Service Director to approve or reject the application

and in doing so may require examination by a registered physician of the Employer's selection.

Section 27.03. Before any employee who has made application to the Service Director for benefits under this article is entitled to receive any benefits under this article, he shall first make application for Workers' Compensation benefits (Medical Only) from any compensation fund to which the City contributes by the filing of a FROI-1 form with the Bureau. He shall also complete the injury on duty and reimbursement form provided by the City. No employee shall be granted City-paid injury on duty benefits until this requirement has been completed.

Section 27.04. If the employee's application is approved by the Service Director and the state's FROI-1 is filed, injury payments received shall be considered a continuation of wages. The employee may receive up to thirty (30) calendar days of full pay. No benefits under this article shall be payable after two (2) years from the date of injury. The benefits shall be computed on the basis of the bi-weekly pay as set forth in this agreement.

Section 27.05. When the employee's application is approved, the Safety Director shall place the employee in such benefit status.

Section 27.06. In the event the injury or disability is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged with all-time lost from work against his accumulated sick leave time. If the employee does not have accumulated sick leave time to cover either all or part of the time off, up to and including the date the claim is disallowed, then any monies paid to the employee by the City under this article shall be repaid by the employee to the City through a payment plan set up with the City Finance Director.

Upon subsequent approval on appeal of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with any paid leave up to thirty (30) days that was used to cover the time it took for the claim to be determined as compensable, and will receive his regular rate of pay for any remaining time during the (30) day period.

Section 27.07. In the event the injury or disability sustained by the employee is not total, the Service Director may assign the employee to a modified duty assignment (transitional work) with duties consistent with the essential functions of the employee's position. The City shall have the right to require the employee to submit to a medical examination by a licensed physician satisfactory to the City to determine the employee's ability to perform the position's essential functions. Should an employee be capable of performing the modified duties and elect not to return to work under the modified duty assignment, the provisions for the benefits under this article shall cease.

Section 27.08. An employee, who sustains a work-related injury, as determined by the Bureau of Workers' Compensation, may be offered a light duty position, which may have essential functions inconsistent with the essential functions of the employee's regular position. The essential functions of the light duty position shall be described in a separate position description and any assignment to a light duty position shall be for a specifically designated time period. Should the City determine that it wishes to offer the employee such a position, the employee may be sent for an Employer-paid fitness for duty exam. If the exam indicates that the injured

employee is capable of performing in a light duty capacity, the City may offer the position to the employee. The light duty position may be assigned a different rate of pay than the employee's regular position, but in no circumstance shall it be less than eighty percent (80%) of the employee's regular position rate of pay.

The City is not obligated to offer or create a light duty position under any circumstance. It is within the employee's sole discretion as to whether or not he wishes to accept an offer of light duty.

Section 27.09. In the event it is determined the employee cannot return to the full and complete duties of his position, the employee may either draw workers' compensation payments or the employee shall apply for disability retirement. The City has the sole discretion to extend the period of leave for an additional thirty (30) day period.

ARTICLE 28 **EXCEPTIONS TO FRINGE BENEFITS**

Section 28.01. The following employees shall be entitled to receive only cash wages in this agreement: any part-time employees of the City of Shelby except the part-time clerk at the Utilities Office, who shall each have the option of receiving hospitalization and life insurance benefits for fifty percent (50%) of the Employer group cost. This part-time employee shall also receive holiday pay if he/she is scheduled to work the day of a selected holiday. Further, this part-time employee shall work ninety-six (96) hours per month.

Section 28.02. Part-time employee is any employee working twenty (20) hours per week or less.

ARTICLE 29 **LONGEVITY**

Section 29.01. Longevity will be paid to all employees covered by this agreement at the rate set forth below for each full and consecutive years of service, up to a maximum of thirty (30) years. Longevity shall first be payable the first pay day in December in the calendar year in which the employee has completed five (5) years of service. Longevity will thereafter be paid in December of each year based upon the employee's years of completed service.

5 – 11 years of service	\$40.00 per year of service
12 – 18 years of service	\$45.00 per year of service
19 – 25 years of service	\$50.00 per year of service
26+ years of service	\$55.00 per year of service

ARTICLE 30 **TOOLS/UNIFORMS**

Section 30.01. When tools used by employees, which belong to the employee(s), are worn out, broken, lost, or stolen, they shall be replaced by the City with tools of like quality, at a cost not to exceed six hundred dollars (\$600.00) per employee per year. It shall not be a condition of employment that employees shall have to furnish tools normally furnished by the City. All

personal tools shall be inventoried by the employee and a copy furnished to the City.

Section 30.02. Rain gear, boots, gloves, and insulated or bib coveralls shall be purchased and maintained in good working order and appearance by every employee expected to work in rain or inclement weather. The replacement of the items listed above shall be the responsibility of the employee. The Employer shall issue to each affected employee a separate payroll check in the amount of three hundred dollars (\$300.00) in the first full pay period of September annually for replacement of the items listed above. New employees shall be issued such check only after completion of their probationary period. No employee shall be issued more than one check in the same calendar year.

The Union acknowledges that on the effective date of this Agreement the City shall cease to supply any uniform/clothing items to the employee through Cintas (uniform supply company) except that the City shall continue to supply and maintain flame retardant items where necessary.

Section 30.03. The City shall provide bargaining unit members with seven (7) uniform shirts and seven (7) pairs of uniform pants. Uniform items for all bargaining unit members will be replaced, as needed, upon presentation to the City.

Section 30.04. The City shall provide, at no cost to the employee, special clothing that may be required by law.

Section 30.05. Any uniform provided by the City shall be required to be worn while working, unless the employee has received advanced written permission from the Service Director to deviate from the prescribed uniform and is specifically exempted from the uniform requirement.

ARTICLE 31

ADDITIONAL COMPENSATION FOR LICENSES AND CERTIFICATES

Section 31.01. The parties recognize that additional compensation for licenses and certificates are incorporated into the base wages of all positions requiring a license of any kind. The incorporation of the additional compensation is reflected in the wages of the positions as set forth in Article 41.

ARTICLE 32

SHIFT DIFFERENTIALS

Section 32.01. Employees working an afternoon shift will be paid an additional forty-five cents (\$.45) per hour. Employees working a midnight shift will be paid an additional forty-five cents (\$.45) per hour.

Section 32.02. All shifts beginning between 6:00 a.m. and 10:00 a.m. shall be the day shift. All shifts beginning between 3:00 p.m. and 6:00 p.m. shall be the afternoon shifts; however, it is recognized that the afternoon shift at the Municipal Sewage Plant starts at 2:00 p.m. All shifts beginning between 10:00 p.m. and 1:00 a.m. shall be the night shift.

Section 32.03. All hours worked by an employee during his workday shall be considered as worked on the shift on which he begins work, except: (a) if an employee begins work at the start of the day shift, and works throughout such shift and continues to work four (4) hours into the afternoon shift, he shall be paid the afternoon shift differential for all hours worked by him on the afternoon shift; (b) the same principle and application shall apply for the afternoon shift employee for work that extends into the night shift; (c) if an employee begins work on the night shift and works any hours on the day shift, he shall receive the night shift differential for all hours worked on the day shift.

Section 32.04. Overtime on Shift Differentials. Shift differentials payable to employees under this article shall be included in calculating overtime.

ARTICLE 33

JURY DUTY

Section 33.01. The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is called to serve jury duty by any court of the State of Ohio or political subdivision of the United States. All compensation received for jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

Section 33.02. Employees shall not be entitled to paid court leave when appearing in court in connection with the employee's personal matters. The employee may schedule vacation leave in accordance with this contract.

Section 33.03. An employee released from jury duty prior to the end of his scheduled work day shall report to work for the remaining hours.

ARTICLE 34

RETIREMENT, DEATH & DISABILITY & VOLUNTARY TERMINATION BENEFITS

Section 34.01. The below items shall be a complete listing of all entitlements due to any member of the bargaining unit at the time of his retirement, death, or disability. Any member that retires or is disabled, with two (2) weeks written notice, or a member that passes away, shall be entitled to the following listed items:

1. Upon the retirement of an employee, hired after January 1, 1987, who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Public Employee Retirement System, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Employer, providing that such resulting number of hours to be paid shall not exceed ninety (90) days.

An employee hired prior to January 1, 1987, whose employment is terminated by reason of death, disability (PERS or equivalent) shall receive all accumulated sick leave up to ninety (90) days.

2. All unused and recorded compensatory time to be paid at the rate of pay at the time of separation not to exceed one hundred sixty (160) hours.
3. All vacation time that is accrued and all unused vacation time for that year.
4. Floating holidays that are accrued but unused, not to exceed two (2) floating holidays, to be paid in cash at the rate of pay at the time of separation.
5. Longevity for all full and consecutive months for that year in which the member is separated from City employment and has not been paid by the City.

Section 34.02. An employee who voluntarily terminates employment with a two (2) week written notice shall receive the following:

1. All unused and recorded compensatory time to be paid at the rate of pay at the time of separation not to exceed one hundred sixty (160) hours.
2. All vacation time that is accrued and all unused vacation time for that year.
3. Floating holidays that are accrued but unused, not to exceed two (2) floating holidays, to be paid in cash at the rate of pay at the time of separation.
4. Longevity for all full and consecutive months for that year in which the member is separated from City employment and has not been paid by the City.
5. Anyone terminating employment may be asked to leave immediately.
6. An employee whose employment is terminated for reasons other than death, disability, or voluntary retirement (PERS or equivalent) or does not submit a two (2) week written notice shall forfeit any and all accumulated pays.

ARTICLE 35

COMMERCIAL DRIVER'S LICENSE

Section 35.01. The employee shall pay the cost of the Commercial Driver's License (CDL) and of any testing and holding fees necessary to obtain it for employees required by the Employer to obtain the license to perform their duties.

Section 35.02. Employees required to take the driving portion of the CDL examination may be permitted to use a City vehicle for that examination, at the Employer's discretion.

Section 35.03. Upon execution of this agreement, compensation for those positions required to hold current Commercial Driver's Licenses shall be included within the wages of the positions.

ARTICLE 36

CONTRACTING OUT/SUBCONTRACTING

Section 36.01. The Employer reserves the right to contract or subcontract out work which requires a degree of specialization not present in the bargaining unit, or is of such an extensive nature that, in the Employer's sole discretion, performance by bargaining unit members is impractical.

Section 36.02. Such contracting out or subcontracting shall not reduce the employee's work week, or hourly rates of pay, or erosion of job classifications.

Section 36.03. The Employer agrees to notify the Union in the event this article is utilized.

ARTICLE 37 **NEW CLASSIFICATIONS**

Section 37.01. In the event the City establishes a classification which did not exist on the effective date of the agreement and where there exists a community of interest, the City shall give written notice to the Union. Upon written request by the Union, the City shall meet and confer about including the new classification in the existing bargaining unit. If the parties are unable to agree, and impasse on the issue exists, the Union may petition the State Employment Relations Board for unit clarification, in accordance with Chapter 4117.

Section 37.02. If the parties agree on the inclusion of the classification in the bargaining unit, it shall be implemented as agreed by the Employer and the Union. If the implementation involves a change in classification, the parties agree to jointly petition the State Employment Relations Board (SERB) to amend/clarify the unit, and will include the position upon SERB's approval.

Section 37.03. Should the parties agree, or the State Employment Relations Board determines the classification is to be included in the bargaining unit, the parties shall meet to determine the wage rate. If the parties disagree as to the wage rate, the Employer may establish a temporary rate, subject to the Union filing for arbitration of the dispute.

ARTICLE 38 **DISCIPLINE AND DISCHARGE**

Section 38.01. A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action at the same time, or before, the disciplinary action is imposed. No non-probationary employee shall, for disciplinary reasons, be suspended, demoted, or discharged except for just cause.

Section 38.02. 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 circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct. Levels of progressive discipline may include (1) oral reprimand; (2) written reprimand; (3) suspension without pay, suspension of record, or demotion; and (4) discharge.

Section 38.03. Whenever the Employer determines that an employee may be suspended, demoted, or discharged for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee and the nature of the discipline being contemplated. A predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The predisciplinary conference procedures shall be established by the Employer. The affected employee may elect to have a representative of the Union present at any such predisciplinary conference. The Employer shall provide the Union steward with a copy of the notice of the predisciplinary conference.

Section 38.04. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 38.05. The City shall serve the Union Business Representative, steward, or his designee a copy of any disciplinary action taken against any employee immediately after such action.

Section 38.06. Any employee subject to a suspension without pay may request to forfeit vacation in lieu of serving said suspension. The approval or denial of such request, either in all or in part, shall be at the sole discretion of the Employer.

Section 38.07. Any disciplinary action resulting in suspension, demotion, or termination imposed by the Employer on a non-probationary employee may be subject to appeal through the grievance procedure contained herein by filing the appeal directly to Step 3 of the grievance procedure. Any disciplinary action imposed on a probationary employee is not appealable through the grievance procedure.

Section 38.08. Records of oral reprimands and written reprimands shall cease to have force and effect for the purpose of progressive discipline twelve (12) months after their effective date, providing there is no intervening disciplinary action taken during that time period. All other records of disciplinary action shall cease to have force and effect for the purpose of progressive discipline twenty-four (24) months after their effective date, providing there is no intervening disciplinary action taken during that time period. Prior disciplinary action may, however, be utilized to establish that the employee had knowledge of the Employer's rules or regulations or may be considered in view of the employee's overall record of performance and conduct pursuant to Section 38.02.

ARTICLE 39 **TRAINING AND EDUCATION**

Section 39.01. Any employee who desires to attend job-related training courses or schools may so notify the Employer not less than two (2) weeks prior to the commencement of the course or school.

Section 39.02. Attendance at such course or school shall be at the sole discretion of the Employer.

Section 39.03. The Employer agrees to compensate employees for approved expenses incurred pursuant to paragraph .01, above, only if the employee meets or exceeds the following criteria:

- A. The employee successfully completes the course or school attended by obtaining a passing grade of 75% or better, and obtains the license or certificate for which the school or course was given.

Section 39.04. An employee who successfully completes a course or school pursuant to the above agrees to remain with the Employer for a period of not less than one (1) year from the date of completion. Failure to do so shall result in the expenses of such course or school being deducted from any and all employees' severance pay, to the extent of the compensation set forth in paragraph 39.03 above.

Section 39.05. If the City orders an employee to take additional training, schooling, or testing, the City will pay for lodging, meals, and traveling expenses in accordance with the City's policies. To the extent possible, the City shall pay those expenses directly to the vendor.

ARTICLE 40 MODIFICATION

Section 40.01. Amendments and modifications of this agreement may be made by mutual written agreement of the parties to this agreement.

ARTICLE 41 WAGES

Section 41.01. Wages for the applicable calendar year shall be effective with the pay period that includes January 1 of each calendar year. The rates of pay for bargaining unit employees shall be as set forth in Appendix A. The employees shall receive a zero percent (0%) wage increase effective January 1, 2013; a one and one-half percent (1.5) increase effective with the pay period that includes January 1, 2014, and; a one and one-half percent (1.5%) increase effective with the pay period that includes January 1, 2015. If any other Union representing City employees negotiates a wage increase in 2014 or 2015 for its bargaining unit members that exceeds one and one-half percent (1.5%), IUOE, Local 18-S may, upon written notice to the City, reopen this article for the purpose of negotiating for a wage increase.

Section 41.02. A newly hired employee shall be hired at the lowest pay grade in his position. Where the position has more than one pay grade, the employee shall advance pay grades based upon his anniversary date. An employee shall advance pay grades at six (6) months, one (1) year, and two (2) years from his anniversary date. Any employee who obtains a license for a classification for which additional compensation is received for that license (e.g., Operator Class I, Operator Class II), shall begin receiving the pay for the additional license with the first full pay period following the Employer's verification of the receipt of the license.

Section 41.03. Any employee promoted to a higher paying classification shall be placed at the grade of the higher paying classification based upon his years of service. The employee shall then receive grade increases in accordance with Section 41.02, based upon his anniversary date. An employee who takes a voluntary reduction or demotion shall be placed at the applicable grade based on years of service.

Section 41.04. Changes in pay grades shall occur with the pay period which includes the anniversary date or date of promotion, demotion, etc.

Section 41.05. An employee temporarily transferred to a lower paying classification or job shall suffer no decrease in his regular hourly wage rate.

Section 41.06. An employee temporarily transferred or assigned to a higher paying job classification for a period of four (4) or more consecutive working hours shall receive the applicable rate of pay for such job classification for all hours worked. An employee temporarily transferred or assigned to a higher paying job classification for a period of less than four (4) consecutive working hours shall be paid his regular hourly rate for such hours. One exception shall be employees assigned to standby duty in a higher paying job classification, or who work a call-out in a higher paying job classification shall receive the higher rate of pay for the standby duty or time worked on a call-out.

Section 41.07. Employees shall receive their pay checks in envelopes from the Employer or by direct deposit with a pay check stub provided to the employee in envelopes from the Employer.

Section 41.08. Appropriate identification shall be furnished to all Meter Readers. During the time that Meter Readers may be reassigned to either the Electric Distribution Department or the Water Distribution Department, rates of pay shall be as provided for temporary transfers in this article.

ARTICLE 42 **CONSISTENCY WITH THE LAW**

Section 42.01. This agreement shall be subject to and subordinated to any applicable present and future federal and state law; the invalidity of any provision(s) of this agreement by reason of any such existing or future law shall not affect the validity of the surviving portions.

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

ARTICLE 43 **TOTAL AGREEMENT**

Section 43.01. This agreement represents the entire agreement between the Employer and the Union, and unless specifically and expressly set forth in the express written provisions of this agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained.

ARTICLE 44
INTEGRITY OF AGREEMENT

Section 44.01. The Employer and the Union acknowledge that during negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Section 44.02. Therefore, for the life of this agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right to bargain/negotiate collectively, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement.

ARTICLE 45
HEADINGS

Section 45.01. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section, nor effect any interpretation of any article or section.

ARTICLE 46
LEGISLATIVE APPROVAL

Section 46.01. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 47
GRIEVANCE PROCEDURE

Section 47.01. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented by a Union representative at all stages of the grievance procedure. It is the intent and purpose of the parties to this agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

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

- A. **Grievance** - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this agreement.
- B. **Aggrieved Party** - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing the grievance.

- C. **Party In Interest** - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- D. **Days** - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this agreement.

Section 47.03. The following procedures shall apply to the administration of all grievances filed pursuant to this article:

- A. Except at Step 1, all grievances shall include:
 - 1. the name and position of the aggrieved party;
 - 2. the provisions of this agreement involved in the grievance;
 - 3. the time and place where the alleged events or conditions constituting the grievance took place;
 - 4. the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and
 - 5. a general statement of the facts giving rise to the grievance and the redress sought by the aggrieved party.
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3 of the grievance procedure.
- D. Where possible, the preparation of grievances shall be conducted only during non-working hours.
- E. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this agreement. In the event that any grievance is adjusted without a formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party, and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- F. The existence of this grievance procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit

the right of any employee to pursue any other remedies available under law for the redress of rights not covered by this agreement, except that any employee who pursues any other available remedy other than that provided by this procedure shall automatically have waived and forfeited any remedies provided by this procedure.

G. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

H. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way any of the provisions of this agreement.

Section 47.04. All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1

An employee who believes he may have a grievance shall notify his department head of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The department head will schedule an informal meeting with the employee and his Union representative, if the Union representative's presence is requested by the employee, within five (5) calendar days of the date of the notice by the employee. The department head and the employee, along with the employee's Union representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2

If the aggrieved party is not satisfied with the decision at the conclusion of Step 1, a written grievance may be filed with the aggrieved party's department head within five (5) days from the date of the rendering of the decision in Step 1. The department head shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The department head shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's representative, if any, within fifteen (15) days from the date of the meeting.

Step 3

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) calendar days from the date of the rendering of the decision in Step 2. Copies of the written decisions must be submitted by the aggrieved party with the appeal. The Mayor or his designee shall convene a meeting within ten (10) calendar days of the receipt of the appeal. The meeting will be held with the aggrieved party, his Union representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor, or his designee, shall issue a written decision to the employee, with a copy to the employee's Union representative, if

any, within fifteen (15) calendar days from the date of the meeting. If the Union is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the arbitration procedure herein contained.

Section 47.05. In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived or having passed through the various steps by a time limit default(s) of the Employer, then within ten (10) calendar days after the rendering of the decision at Step 3, or a time limit default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties shall jointly request a list of arbitrators from the American Arbitration Association (AAA). The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

Section 47.06. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to the law or violates any of the terms and conditions of this agreement.

Section 47.07. The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

Section 47.08. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 47.09. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 47.10. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 47.11. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedures herein contained.

ARTICLE 48

DRUG TESTING AND ASSISTANCE

Section 48.01. In order to comply with federal law and to provide a safe work environment for its employees, the City of Shelby has adopted for its employees while on the job: (1) Drug and Alcohol Testing Program for Commercial Driver's License Holders, 49 CFR 382 for the City of Shelby, and (2) Drug Free Workplace Drug and Alcohol Program and (3) Drug and Alcohol Testing Program for Non-CDL employees.

ARTICLE 49
DURATION

Section 49.01. This agreement shall become effective at 12:01 a.m. on February 1, 2013, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight December 31, 2015.

Section 49.02. The parties agree to commence negotiations on a successor agreement not less than ninety (90) days prior to the expiration of the current agreement.

ARTICLE 50
TEMPORARAY TRANSFERS

Section 1. The City of Shelby shall avoid the scheduling of temporary assignments whenever possible. In the event it is necessary to schedule a temporary assignment, said temporary assignment shall not exceed ninety (90) calendar days except (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence, (2) to provide vacation relief scheduling, (3) to fill an opening temporarily pending permanent filling of such openings, or (4) to meet an emergency situation. An employee shall be allowed to refuse a temporary assignment; provided, however, temporary assignments shall then be offered to the qualified employee with the most City seniority, and in the event such employee refuses the temporary assignment, it shall be offered to the qualified employee(s) with the next most City seniority in succession, and the qualified employee with the least City seniority must accept the transfer.

Section 2. When an employee is temporarily transferred to another job classification which is lower than his regular rate, he shall receive his regular rate of pay.

Section 3. When an employee is temporarily transferred to another job classification which is higher than his regular rate, he shall receive the higher rate of pay per 41.06.

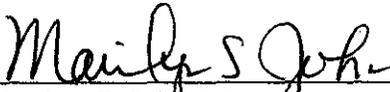
Section 4. The City of Shelby shall not use temporary employees in lieu of filling full-time positions.

Section 5. Employee(s) will not be used for temporary assignment(s) more than four hundred-eighty (480) hours in a calendar year unless mutually agreed by the City of Shelby and the International Union of Operating Engineers.

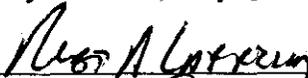
**ARTICLE 51
EXECUTION**

Section 50.01. IN WITNESS WHEREOF, the parties have hereunto set their hands this 19th
day of February 2013.

FOR THE CITY OF SHELBY, OHIO



Marilyn S. John, Mayor



Robert Lafferty, Finance Director



Matthew B. Baker, Consultant

Approved as to Form:



Gordon Eyster, Law Director

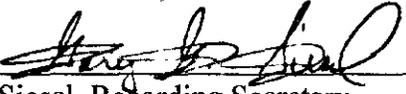
**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL #18-S**



Patrick L. Sink, Business Manager



Richard E. Dalton, President



Gary Siesel, Recording Secretary



Doug Pallaye, IUOE 18-S
Business Representative



Tony Slone, Chief Steward

MEMORANDUM OF UNDERSTANDING
CLARIFICATION OF BARGAINING UNIT

The City of Shelby and the Union agree to take all steps necessary to prepare a Joint Petition for clarification with the State Employment Relations Board in order to recognize those positions created during the term of the prior agreement and to accurately reflect those positions properly within the bargaining unit.

MEMORANDUM OF UNDERSTANDING
LICENSE, CERTIFICATE AND CDL PAY

The parties recognize that the pay rates set forth in this agreement include certificate or license pay and CDL pay.

2013 Wage Scale
0% increases

A. Municipal Water Plant	Grade 1	Grade 2	Grade 3	Grade 4
Water Treatment Plant Chief Operator				\$21.33
Laboratory Technician				\$21.00
Service Crew Chief				\$21.17
Operator Class III				\$20.69
Operator, Class II				\$20.55
Operator, Class I				\$20.42
Operator	\$18.30	\$18.93	\$19.57	\$20.21
Operator, Trainee	\$17.52	\$18.16	\$18.81	\$19.43
Extra Labor	\$11.18	\$11.82	\$12.46	\$13.10
Meter Reader	\$18.12	\$18.76	\$19.39	\$20.03
B. Waste Water Treatment Plant	Grade 1	Grade 2	Grade 3	Grade 4
Waste Water Plant Chief Operator				\$21.33
Laboratory Technician				\$21.00
Operator Class III				\$20.69
Operator, Class II				\$20.55
Operator, Class I				\$20.42
Operator	\$18.30	\$18.93	\$19.57	\$20.21
Operator, Trainee	\$17.52	\$18.16	\$18.81	\$19.43
Extra Labor	\$11.18	\$11.82	\$12.46	\$13.10
C. Service Department	Grade 1	Grade 2	Grade 3	Grade 4
Crew Chief Foreman				\$22.63
Division of Streets				
Crew Chief, Division of Streets				\$21.17
Equipment Operator / Truck Driver, with Class II (Water or Sewer) License	\$18.58	\$19.24	\$19.87	\$20.50
Equipment Operator / Truck Driver, with Class I (Water or Sewer) License	\$18.46	\$19.11	\$19.74	\$20.39
Equipment Operator / Truck Driver	\$18.20	\$18.84	\$19.46	\$20.10
Regular Laborer	\$17.86	\$18.48	\$19.14	\$19.77
Mechanic	\$18.20	\$18.84	\$19.46	\$20.10

**APPENDIX A
WAGE SCALE (CONTINUED)**

<u>Division of Water Distribution</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Line Repair Crew Chief				\$21.17
Laborer, Class A, with Class II License	\$18.58	\$19.24	\$19.87	\$20.50
Laborer, Class A, with Class I License	\$18.46	\$19.11	\$19.74	\$20.39
Laborer, Class A	\$18.20	\$18.84	\$19.46	\$20.10
Laborer, Class B	\$17.70	\$18.34	\$18.97	\$19.61
Extra Labor	\$11.41	\$12.06	\$12.69	\$13.33
Meter Reader	\$18.12	\$18.76	\$19.39	\$20.03
<u>Division of Sewer Maintenance</u>				
Crew Chief				\$21.17
Laborer, Class A, with Class II License	\$18.58	\$19.23	\$19.88	\$20.50
Laborer, Class A, with Class I License	\$18.46	\$19.11	\$19.74	\$20.39
Laborer, Class A	\$18.20	\$18.84	\$19.46	\$20.10
Laborer, Class B	\$17.70	\$18.34	\$18.97	\$19.61
<u>D. Municipal Electric Distribution</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Crew Chief				\$24.02
Lineman, Class A				\$23.40
Lineman, Class B			\$21.03	\$21.70
Lineman, Class C			\$19.74	\$20.39
Lineman Helper		\$18.18	\$18.84	\$19.48
Metering/Service Tech.	\$21.47	\$22.12	\$22.75	\$23.40
Maintenance Man	\$21.06	\$21.72	\$22.34	\$22.99
Meter Reader	\$18.12	\$18.76	\$19.39	\$20.03
Extra Labor, Class B	\$12.27	\$12.91	\$13.55	\$14.19
Extra Labor, Class C	\$12.13	\$12.78	\$13.40	\$14.06
<u>E. Municipal Utilities Office</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Utilities Billing Control Clerk, Class A	\$15.89	\$16.54	\$17.18	\$17.82
Utilities Billing Control Clerk, Class B	\$15.06	\$15.71	\$16.34	\$16.98
Regular Part-Time Help	\$14.90	\$15.53	\$16.18	\$16.81
Laborer Class C, Custodian	\$14.67	\$15.31	\$15.94	\$16.59

**APPENDIX A
WAGE SCALE (CONTINUED)**

F. Municipal Light Plant	Grade 1	Grade 2	Grade 3	Grade 4
Crew Chief				\$24.37
Chief Engineer				\$23.75
Steam Op. Eng., 1st Class				\$23.55
Steam Op. Eng. 2nd Class				\$23.43
Steam Op. Eng., 3rd Class				\$23.29
Maintenance Mechanic	\$20.96	\$21.60	\$22.25	\$22.88
Maintenance Mechanic (W)	\$21.32	\$21.94	\$22.59	\$23.24
Millwright Journeyman	\$20.96	\$21.60	\$22.25	\$22.88
Welder	\$21.32	\$21.94	\$22.59	\$23.24
Boiler Attendant II A (3rd Class Op. Lic.)		\$20.73	\$21.03	\$21.66
Boiler Attendant II B (Boiler Op. License)		\$20.59	\$20.91	\$21.52
Boiler Attendant IA (Boiler Operator's License)			\$19.55	\$20.19
Boiler Attendant IB	\$18.14	\$18.78		
Trainee	\$10.89	\$11.55	\$12.17	\$12.82
Utility Worker				\$20.69
Relief Engineer	Will be paid according to class of engineer's license held			

**APPENDIX A
WAGE SCALE (CONTINUED)**

*2014 Wage Scale
1.5% Increases*

<u>A. Municipal Water Plant</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Water Treatment Plant Chief Operator				\$21.65
Laboratory Technician				\$21.32
Service Crew Chief				\$21.49
Operator Class III				\$21.00
Operator, Class II				\$20.86
Operator, Class I				\$20.73
Operator	\$18.57	\$19.21	\$19.86	\$20.51
Operator, Trainee	\$17.78	\$18.43	\$19.09	\$19.72
Extra Labor	\$11.35	\$12.00	\$12.65	\$13.30
Meter Reader	\$18.39	\$19.04	\$19.68	\$20.33
<u>B. Waste Water Treatment Plant</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Waste Water Plant Chief Operator				\$21.65
Laboratory Technician				\$21.32
Operator Class III				\$21.00
Operator, Class II				\$20.86
Operator, Class I				\$20.73
Operator	\$18.57	\$19.21	\$19.86	\$20.51
Operator, Trainee	\$17.78	\$18.43	\$19.09	\$19.72
Extra Labor	\$11.35	\$12.00	\$12.65	\$13.30
<u>C. Service Department</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Crew Chief Foreman				\$22.97
<u>Division of Streets</u>				
Crew Chief, Division of Streets				\$21.49
Equipment Operator / Truck Driver, with Class II (Water or Sewer) License	\$18.86	\$19.53	\$20.17	\$20.81
Equipment Operator / Truck Driver, with Class I (Water or Sewer) License	\$18.74	\$19.40	\$20.04	\$20.70
Equipment Operator / Truck Driver	\$18.47	\$19.12	\$19.75	\$20.40
Regular Laborer	\$18.13	\$18.76	\$19.43	\$20.07
Mechanic	\$18.47	\$19.12	\$19.75	\$20.40

**APPENDIX A
WAGE SCALE (CONTINUED)**

<u>Division of Water Distribution</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Line Repair Crew Chief				\$21.49
Laborer, Class A, with Class II License	\$18.86	\$19.53	\$20.17	\$20.81
Laborer, Class A, with Class I License	\$18.74	\$19.40	\$20.04	\$20.70
Laborer, Class A	\$18.47	\$19.12	\$19.75	\$20.40
Laborer, Class B	\$17.97	\$18.62	\$19.25	\$19.90
Extra Labor	\$11.58	\$12.24	\$12.88	\$13.53
Meter Reader	\$18.39	\$19.04	\$19.68	\$20.33
<u>Division of Sewer Maintenance</u>				
Crew Chief				\$21.49
Laborer, Class A, with Class II License	\$18.86	\$19.52	\$20.18	\$20.81
Laborer, Class A, with Class I License	\$18.74	\$19.40	\$20.04	\$20.70
Laborer, Class A	\$18.47	\$19.12	\$19.75	\$20.40
Laborer, Class B	\$17.97	\$18.62	\$19.25	\$19.90
D. Municipal Electric Distribution	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Crew Chief				\$24.38
Lineman, Class A				\$23.75
Lineman, Class B			\$21.35	\$22.03
Lineman, Class C			\$20.04	\$20.70
Lineman Helper		\$18.45	\$19.12	\$19.77
Metering/Service Tech.	\$21.79	\$22.45	\$23.09	\$23.75
Maintenance Man	\$21.38	\$22.05	\$22.68	\$23.33
Meter Reader	\$18.39	\$19.04	\$19.68	\$20.33
Extra Labor, Class B	\$12.45	\$13.10	\$13.75	\$14.40
Extra Labor, Class C	\$12.31	\$12.97	\$13.60	\$14.27
E. Municipal Utilities Office	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Utilities Billing Control Clerk, Class A	\$16.13	\$16.79	\$17.44	\$18.09
Utilities Billing Control Clerk, Class B	\$15.29	\$15.95	\$16.59	\$17.23
Regular Part-Time Help	\$15.12	\$15.76	\$16.42	\$17.06
Laborer Class C, Custodian	\$14.89	\$15.54	\$16.18	\$16.84

**APPENDIX A
WAGE SCALE (CONTINUED)**

F. Municipal Light Plant	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Crew Chief				\$24.74
Chief Engineer				\$24.11
Steam Op. Eng., 1st Class				\$23.90
Steam Op. Eng. 2nd Class				\$23.78
Steam Op. Eng., 3rd Class				\$23.64
Maintenance Mechanic	\$21.27	\$21.92	\$22.58	\$23.22
Maintenance Mechanic (W)	\$21.64	\$22.27	\$22.93	\$23.59
Millwright Journeyman	\$21.27	\$21.92	\$22.58	\$23.22
Welder	\$21.64	\$22.27	\$22.93	\$23.59
Boiler Attendant II A (3rd Class Op. Lic.)		\$21.04	\$21.35	\$21.98
Boiler Attendant II B (Boiler Op. License)		\$20.90	\$21.22	\$21.84
Boiler Attendant IA (Boiler Operator's License)			\$19.84	\$20.49
Boiler Attendant IB	\$18.41	\$19.06		
Trainee	\$11.05	\$11.72	\$12.35	\$13.01
Utility Worker				\$21.00
Relief Engineer	Will be paid according to class of engineer's license held			

**APPENDIX A
WAGE SCALE (CONTINUED)**

*2015 Wage Scale
1.5% Increases*

<u>A. Municipal Water Plant</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Water Treatment Plant Chief Operator				\$21.97
Laboratory Technician				\$21.64
Service Crew Chief				\$21.81
Operator Class III				\$21.32
Operator, Class II				\$21.17
Operator, Class I				\$21.04
Operator	\$18.85	\$19.50	\$20.16	\$20.82
Operator, Trainee	\$18.05	\$18.71	\$19.38	\$20.02
Extra Labor	\$11.52	\$12.18	\$12.84	\$13.50
Meter Reader	\$18.67	\$19.33	\$19.98	\$20.63
<u>B. Waste Water Treatment Plant</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Waste Water Plant Chief Operator				\$21.97
Laboratory Technician				\$21.64
Operator Class III				\$21.32
Operator, Class II				\$21.17
Operator, Class I				\$21.04
Operator	\$18.85	\$19.50	\$20.16	\$20.82
Operator, Trainee	\$18.05	\$18.71	\$19.38	\$20.02
Extra Labor	\$11.52	\$12.18	\$12.84	\$13.50
<u>C. Service Department</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Crew Chief Foreman				\$23.31
<u>Division of Streets</u>				
Crew Chief, Division of Streets				\$21.81
Equipment Operator / Truck Driver, with Class II (Water or Sewer) License	\$19.14	\$19.82	\$20.47	\$21.12
Equipment Operator / Truck Driver, with Class I (Water or Sewer) License	\$19.02	\$19.69	\$20.34	\$21.01
Equipment Operator / Truck Driver	\$18.75	\$19.41	\$20.05	\$20.71
Regular Laborer	\$18.40	\$19.04	\$19.72	\$20.37

**APPENDIX A
WAGE SCALE (CONTINUED)**

Mechanic	\$18.75	\$19.41	\$20.05	\$20.71
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<u>Division of Water Distribution</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Line Repair Crew Chief				\$21.81
Laborer, Class A, with Class II License	\$19.14	\$19.82	\$20.47	\$21.12
Laborer, Class A, with Class I License	\$19.02	\$19.69	\$20.34	\$21.01
Laborer, Class A	\$18.75	\$19.41	\$20.05	\$20.71
Laborer, Class B	\$18.24	\$18.90	\$19.54	\$20.20
Extra Labor	\$11.75	\$12.42	\$13.07	\$13.73
Meter Reader	\$18.67	\$19.33	\$19.98	\$20.63
<u>Division of Sewer Maintenance</u>				
Crew Chief				\$21.81
Laborer, Class A, with Class II License	\$19.14	\$19.81	\$20.48	\$21.12
Laborer, Class A, with Class I License	\$19.02	\$19.69	\$20.34	\$21.01
Laborer, Class A	\$18.75	\$19.41	\$20.05	\$20.71
Laborer, Class B	\$18.24	\$18.90	\$19.54	\$20.20
<u>D. Municipal Electric Distribution</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Crew Chief				\$24.75
Lineman, Class A				\$24.11
Lineman, Class B			\$21.67	\$22.36
Lineman, Class C			\$20.34	\$21.01
Lineman Helper		\$18.73	\$19.41	\$20.07
Metering/Servicing Tech.	\$22.12	\$22.79	\$23.44	\$24.11
Maintenance Man	\$21.70	\$22.38	\$23.02	\$23.68
Meter Reader	\$18.67	\$19.33	\$19.98	\$20.63
Extra Labor, Class B	\$12.64	\$13.30	\$13.96	\$14.62
Extra Labor, Class C	\$12.49	\$13.16	\$13.80	\$14.48
<u>E. Municipal Utilities Office</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Utilities Billing Control Clerk, Class A	\$16.37	\$17.04	\$17.70	\$18.36
Utilities Billing Control Clerk, Class B	\$15.52	\$16.19	\$16.84	\$17.49
Regular Part-Time Help	\$15.35	\$16.00	\$16.67	\$17.32

**APPENDIX A
WAGE SCALE (CONTINUED)**

Laborer Class C, Custodian	\$15.11	\$15.77	\$16.42	\$17.09
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F. Municipal Light Plant	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>
Crew Chief				\$25.11
Chief Engineer				\$24.47
Steam Op. Eng., 1st Class				\$24.26
Steam Op. Eng. 2nd Class				\$24.14
Steam Op. Eng., 3rd Class				\$23.99
Maintenance Mechanic	\$21.59	\$22.25	\$22.92	\$23.57
Maintenance Mechanic (W)	\$21.96	\$22.60	\$23.27	\$23.94
Millwright Journeyman	\$21.59	\$22.25	\$22.92	\$23.57
Welder	\$21.96	\$22.60	\$23.27	\$23.94
Boiler Attendant II A (3rd Class Op. Lic.)		\$21.36	\$21.67	\$22.31
Boiler Attendant II B (Boiler Op. License)		\$21.21	\$21.54	\$22.17
Boiler Attendant IA (Boiler Operator's License)			\$20.14	\$20.80
Boiler Attendant IB	\$18.69	\$19.35		
Trainee	\$11.22	\$11.90	\$12.54	\$13.21
Utility Worker				\$21.32
Relief Engineer	Will be paid according to class of engineer's license held			

**APPENDIX B
WAGE AGREEMENT**

The City of Shelby, by and between its Service Director, Employer, and _____, its Employee, agree as follows:

WHEREAS, the Employee has been injured during the course of his or her employment with the City of Shelby and has filed a claim for Workers' Compensation, said injury having occurred on or about _____, and the claim being numbered _____; and

WHEREAS, the Employee desires and/or did desire to be paid regular compensation by the Employer while the Employee is and/or was disabled as the result of the aforesaid injury, and has filed with the State of Ohio Bureau of Workers' Compensation on a claim.

NOW THEREFORE, it is agreed by the Employer and the Employee as follows:

1. The Employer pays and/or has paid the Employee's regular compensation under a pertinent labor agreement during the period of the Employee's disability.
2. The Employee shall reimburse the Employer for any monies paid should the claim be disallowed for any reason. Such payment shall be made in cash or through the exchange of unused but credited paid leaves.

The Employer authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio and it is hereby authorized to carry out the terms and provisions hereof.



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International Union of Operating Engineers

LOCAL 18 AND ITS BRANCHES • SERVING OHIO

THIRTY-FIVE FIFTEEN PROSPECT AVENUE • CLEVELAND, OHIO 44115

(216) 432-2668

FAX: (216) 432-0796

Local 18S

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April 2, 2013

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Dear Sirs:

Enclosed you will find a signed copy of the newly ratified Agreement between Local Union 18S Cleveland, Ohio and *The City of Shelby, Ohio*.

This copy filed in accordance with Ohio State Employment Relations Board Rules 4117-1-01 through 4117-25-02.

Sincerely yours,


Douglas P. Vallaye
Business Representative

DPP/pjn
Enclosure(s)

