



05-20-14  
12-MED-08-0782  
1051-04  
K30751

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KENTON**  
**AND**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY, AND MUNICIPAL EMPLOYEES,**  
**OHIO COUNCIL 8,**  
**LOCAL 2947**

**CASE NO. 12-MED-08-0782**

**EFFECTIVE:**  
**JANUARY 1, 2013 UNTIL DECEMBER 31, 2015**

TABLE OF CONTENTS

	<u>PAGE</u>
	PREAMBLE/PURPOSE.....4
ARTICLE 1	RECOGNITION .....4
ARTICLE 2	FAIR SHARE FEE.....5
ARTICLE 3	CHECK-OFF OF UNION DUES.....6
ARTICLE 4	MANAGEMENT RIGHTS.....7
ARTICLE 5	PROBATIONARY PERIODS.....8
ARTICLE 6	PLEDGE AGAINST DISCRIMINATION AND COERCION .....9
ARTICLE 7	HOURS OF WORK AND WORK SCHEDULES.....9
ARTICLE 8	OVERTIME.....11
ARTICLE 9	SHIFT DIFFERENTIAL PAY.....15
ARTICLE 10	SICK LEAVE.....15
ARTICLE 11	INJURY LEAVE.....19
ARTICLE 12	FUNERAL LEAVE.....20
ARTICLE 13	JURY AND WITNESS DUTY .....21
ARTICLE 14	MILITARY LEAVE.....22
ARTICLE 15	UNION LEAVE.....22
ARTICLE 16	VACATIONS .....23
ARTICLE 17	HOLIDAYS AND PERSONAL LEAVE.....25
ARTICLE 18	UNPAID LEAVES.....26
ARTICLE 19	FAMILY AND MEDICAL LEAVE .....28
ARTICLE 20	INSURANCE.....29
ARTICLE 21	WAGES.....30
ARTICLE 22	CONFORMANCE TO CLASSIFICATION DUTIES.....32
ARTICLE 23	MILEAGE REIMBURSEMENT.....32
ARTICLE 24	DISCIPLINE AND DISCHARGE .....32
ARTICLE 25	GRIEVANCE PROCEDURE.....33
ARTICLE 26	LABOR-MANAGEMENT MEETINGS.....36
ARTICLE 27	UNION REPRESENTATION.....37
ARTICLE 28	EMPLOYEE PERSONNEL FILES .....38
ARTICLE 29	SAFETY .....39
ARTICLE 30	CONTRACTING OUT OF PUBLIC WORK.....40

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 31	SENIORITY..... 40
ARTICLE 32	LAYOFF AND RECALL PROCEDURES..... 41
ARTICLE 33	TRANSFERS, JOB POSTING, AND BIDDING PROCEDURE..... 42
ARTICLE 34	WORK RULES..... 44
ARTICLE 35	JOB CLASSIFICATION AND JOB DESCRIPTION ..... 45
ARTICLE 36	MISCELLANEOUS PROVISIONS..... 45
ARTICLE 37	MAINTENANCE OF STANDARDS ..... 48
ARTICLE 38	SUCCESSOR CLAUSE..... 48
ARTICLE 39	WAIVER IN CASE OF EMERGENCY..... 48
ARTICLE 40	NO STRIKE OR LOCKOUT..... 49
ARTICLE 41	SEVERABILITY..... 49
ARTICLE 42	DURATION/NEGOTIATIONS..... 49
ARTICLE 43	UNIFORM ALLOWANCE..... 50
	SIGNATURE PAGE..... 51
	APPENDIX A
	APPENDIX B-1

## PREAMBLE

This Agreement, entered into by the City of Kenton, Kenton, Ohio, hereinafter referred to as the "Employer and Local Number 2947 of the American Federation of State, County, and Municipal Employees, AFL-CIO, and AFSCME Ohio Council #8, hereinafter referred to as the "Union," has as its purpose the following:

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

## ARTICLE 1 RECOGNITION

**Section 1.1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, benefits, and other conditions of employment for all full-time and permanent part-time employees in the bargaining unit employed in the classification listed in Appendix A of this Agreement.

**Section 1.2.** All classifications not specifically included in the bargaining unit shall be excluded from the bargaining unit.

**Section 1.3.** Notwithstanding the other provisions of this Article, management, confidential, professional, supervisory, temporary, seasonal, casual, intermittent, and quarry patrol employees employed on a contract basis shall not be included in the bargaining unit.

**Section 1.4.** A permanent part-time employee shall be defined as any employee who is regularly scheduled to work less than forty (40) hours per week on a continuous basis anticipated to last twelve (12) months or more.

**Section 1.5.** In the event any new job class is established or if any existing job class is to be considered for reclassification, the Employer and/or Union may jointly or separately petition the State Employment Relations Board (SERB) to amend or clarify the bargaining unit. SERB'S decision shall be binding upon the parties.

**Section 1.6.** Newly hired probationary employees shall be eligible for the bargaining unit but shall have no appeal rights in the event of their removal during the probationary period.

**ARTICLE 2**  
**FAIR SHARE FEE**

**Section 2.1.** Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence upon the employee's completion of the original probationary period.

**Section 2.2.** Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix C, attached hereto. Appendix C, including all amendments thereto, is incorporated in this Article by reference. The union shall certify the fair share fee procedure, contained in Appendix C, to the Employer upon execution of this Agreement.

**Section 2.3.** Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

**Section 2.4.** The Employer's obligation to deduct fair share fee is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in Appendix C.

**Section 2.5.** The Union may amend Appendix C by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

**Section 2.6.** Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

**Section 2.7.** This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at anytime.

**Section 2.8.** The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 2.9.** This Article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of Appendix C, no portion of this Article may be amended except by written signed agreement of the parties.

### **ARTICLE 3** **CHECK-OFF OF UNION DUES**

**Section 3.1.** The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this Agreement appropriately within the bargaining unit. Dues authorization for all eligible employees who wish to join the Union will be executed in duplicate and submitted to the City payroll department. Union dues shall begin with the first appropriate Union dues deduction period following dues authorization. The payroll office will forward one (1) copy of the dues authorization to the Union. However, the Union shall be solely responsible for notifying employees of their right to join the Union and for obtaining the employee's signed dues deduction authorization.

**Section 3.2.** The Employer agrees to deduct regular Union membership dues each pay period from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City payroll department by the employee or officers of the Union. Payroll deduction authorization shall be on a form approved by the City and the Union.

**Section 3.3.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.4.** The Employer shall be relieved from making such "check-off deductions upon (a) termination of employment, (b) transfer to a job other than one covered by the bargaining unit, (c) layoff from work, (d) an approved leave of absence, or (e) upon termination of this Agreement.

**Section 3.5.** The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions after all deductions required by law are made from the employee's earnings.

**Section 3.6.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within sixty (60) days after the date such error is

claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be made by deducting the proper amount from the employee's paycheck. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 3.7.** The names of employees and the rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union. The amount of dues deduction each pay period shall be equal to the employee's hourly rate. All changes in hourly rates of employees shall be reflected in the dues deducted in the month following the change. The Employer agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the deduction. One (1) month's advance notice must be given to the payroll department prior to making any change in the rate of dues deduction.

**Section 3.8.** Deductions provided for in this Article are subject to the rules of the City Auditor for payroll deductions and shall be made during each pay period each month.

**Section 3.9.** All dues deductions for any month in which bargaining unit employees collectively engage in a strike or walkout, may be cancelled at the Employer's option upon twenty-four (24) hours notice to the Union.

**Section 3.10.** The Employer will deduct from the paycheck of any employees who have signed a proper legal authorization the designated contribution for the Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee and remit monthly to said committee all such deducted monies in compliance with the above procedure.

**Section 3.11.** The Employer shall notify the Union whenever a bargaining unit employee is hired, promoted, terminated, resigns, or is granted an unpaid leave of absence.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

**Section 4.1.** Nothing herein shall be construed to restrict any Constitutional, statutory, legal, or inherent exclusive appointing authority rights with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its departments in addition to other functions and responsibilities which are not specifically modified by this Agreement. It shall be recognized that the City has and will retain, the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, or recall employees;

- B. To reprimand, suspend, discharge, or discipline for cause to maintain discipline among employees;
- C. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine the City's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- E. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to lay off employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- F. To determine the hours of work, work schedules, and to establish the necessary work rules, policies, and procedures for all employees;
- G. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To determine the City's budget and uses thereof;
- J. To maintain the security of records and other pertinent information;
- K. To determine and implement necessary actions in emergency situations;
- L. To maintain the efficiency of governmental operations;
- M. To exercise complete control and discretion over department organization and the technology of performing the work required;
- N. To set standards of services and determine the procedures and standards of selection for employment.

**ARTICLE 5**  
**PROBATIONARY PERIODS**

**Section 5.1.** Each newly hired employee shall serve a probationary period, which shall begin with the employee's first day of active service. Any leave of absence lasting more than ten (10) days shall automatically extend the employee's probationary period a proportionate amount of time. An employee may be removed at any time during the

employee's probationary period at the discretion of the Employer and such removal shall not be subject to appeal.

**Section 5.2.** The probationary period for bargaining unit employees shall be one hundred twenty (120) calendar days.

**Section 5.3.** Any employee promoted to a higher classification shall serve a promotional probationary period of ninety (90) calendar days. No promotion shall be deemed final until the employee has satisfactorily served the promotional probationary period. An employee may be reduced to the position once held prior to the promotion at any time during the promotional probationary period for unsatisfactory service. Any leave of absence lasting more than ten (10) days shall automatically extend the employee's promotional probationary period a proportionate amount of time. The employee may grieve a reduction during the promotional probationary period.

## **ARTICLE 6**

### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 6.1.** All references to employees in this Agreement designate both sexes. The Employer and the Union mutually agree this Agreement shall be written in a gender neutral format to avoid the use of male or female nouns or pronouns whenever possible. In the event a male or female noun or pronoun is inadvertently used anywhere in this Agreement, it shall be construed to include both male and female employees.

**Section 6.2.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

**Section 6.3.** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or participation in any Union activity.

## **ARTICLE 7**

### **HOURS OF WORK AND WORK SCHEDULES**

**Section 7.1. Regular Hours.** The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. References to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

The City of Kenton and AFSCME Local 2947 agree that beginning on February 1, 2004, the work hours for all bargaining unit employees assigned to the City Garage shall now be as follows: start time of 7:30 a.m.; paid lunch break from 11:30 a.m. to 12:00 noon; and quitting time at 3:30 p.m.

**Section 7.2. Work Period.** The work period shall begin at 12:01 a.m. on Saturday and end at midnight the following Friday.

**Section 7.3. Workweek.** The standard workweek for full-time employees shall consist of five (5) consecutive eight (8) hour work days, Monday through Friday inclusive, except for employees in continuous operations as defined below.

**Section 7.4. Work Day.** Eight (8) consecutive hours of work within any twenty-four (24) hour period shall constitute the regular work day.

**Section 7.5. Work Shift.** Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled by the Department Head to work on a regular work shift, and each work shift shall have a regular starting and quitting time established by the City.

**Section 7.6. Work Schedule.** Work schedules showing the employees' shifts, work days, and hours shall be posted on the department bulletin board at all times.

Except for emergency situations, employees shall be given seven (7) calendar days advance notice before any change is made in the posted work schedule, except for street department employees who in the event that the City elects to change schedules they shall do so by asking in order of seniority (high to low) and if insignificant number of volunteers then force from least senior up. Work schedules will only be changed for just and reasonable causes related to the efficient operation of the department.

**Section 7.7. Continuous Operations.** With the exception of Water Plant Operators, the standard workweek for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour work days performed during the work period as defined in Section 7.2 above.

However, the parties further understand and agree that the standard workweek for Water Plant Operators shall normally consist of six (6) consecutive eight (8) hour work days, since such operators are normally scheduled to work six (6) consecutive work days that are followed by two (2) days off. Therefore, Water Plant Operators normally work eighty (80) hours during each biweekly pay period, but such operators are occasionally scheduled to work eighty-eight (88) hours in a given biweekly pay period.

The work schedule outlined in paragraph #2 for Water Plant Operators was adhered to prior to January 2003 but is no longer in force. The current work schedule is listed below in paragraph #4 of Section 7.7, contained herein. However, the previous work schedule has been left in the Agreement between the City of Kenton and AFSCME Local 2947

with the understanding that the City of Kenton can reinstate the old work schedule if the City finds that the new work schedule is unable to meet the water demands of the City.

The Water Plant Operators shall normally be scheduled to work forty (40) hours per work period for a total of eighty (80) hours per biweekly pay period. However, their standard work schedule shall consist of seven (7) consecutive eight (8) hour work days one week and of three (3) consecutive eight (8) hour work days the following week. Such regular work schedule shall normally result in only five (5) eight (8) hour work days per work period in accordance with Section 7.2, contained herein. The hours of work for Water Plant Employees shall be 7:30 AM to 3:30 PM for 1<sup>st</sup> shift employees and 3:30 PM to 11:30 PM for 2<sup>nd</sup> shift employees.

**Section 7.8. Rest Periods.** Employee's work schedule shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. This rest period shall be scheduled by the Department Head, at the middle of each one-half (1/2) shift, and on the jobsite, whenever feasible. Work shall not be interrupted more than a total of fifteen (15) minutes for the purpose of this rest period.

**Section 7.9. Clean-Up Time.** Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift. The Employer agrees to make facilities available.

**Section 7.10. Calamity Days.** At any time the Mayor declares the normal operations of the City are shut down due to a declared state of emergency such as excessive snowfall fuel shortages, or other calamity, employees not able to work shall receive their normal salary.

Employees required to and working shall receive their regular rate of pay plus receive another day off with pay for each calamity day worked.

## **ARTICLE 8** **OVERTIME**

### **Section 8.1. Overtime.**

**Rate of Pay:** Time and one-half (1 1/2) the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours- nor shall the following provisions be applicable to work on any holiday as listed in Article 17.

**Daily:** All work performed in excess of eight (8) hours in any work day.

**Weekly:** All work performed in excess of forty (40) hours in any one (1) week.

**Saturday:** All work performed on Saturday, except as noted below.

**Sunday:** Double-time shall be paid for all work on Sunday, except as noted below.

The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within their work period. These employees shall be paid time and one-half (1 1/2) for all work performed on their first regularly scheduled day off and double-time (2x) for all work performed on their second regularly scheduled day off.

**Section 8.2. Compensatory Time Off.** Employees who work overtime shall have the option of taking compensatory time off or receiving overtime pay. If the employee chooses to take compensatory time off in lieu of overtime pay, the employee shall receive one and one-half (1 1/2) hours compensatory time off for each hour of overtime worked or two (2) hours compensatory time off for each hour of overtime worked, whichever is applicable. An employee may accumulate up to seventy-two (72) hours of unused compensatory time. All overtime worked which would create compensatory time in excess of the seventy-two (72) hours, shall be paid at the appropriate overtime rate.

Employees must indicate in writing their desire to receive compensatory time in lieu of overtime pay during the pay period in which the overtime is worked, or such overtime shall be paid. Once the employee has elected to receive compensatory time, such time shall not be redeemable for an overtime cash payment except upon termination of the employee's employment with the City.

Compensatory time off shall be subject to the approval of the Department Head. Compensatory time off shall be used within the twelve (12) month period following the date the overtime was worked, at a time which is mutually convenient to the employee and the Department Head. The employee may carry over unused compensatory time for a period not to exceed twelve (12) months if the employee has requested the time off but been refused by the Department Head.

**Section 8.3. Distribution.** The Employer agrees to equally distribute overtime opportunities to employees working within the same department and job classification; however, an employee shall not be called in to work at the double-time rate when other employees are available to work.

For purposes of this Section only, Water Treatment Maintenance Mechanics 1 and 2 who serve as relief operators, shall be considered in the same classification as Water Treatment Plant Operators when offering overtime necessary to operate the plant. However, when overtime is being offered to perform maintenance functions which are normally performed exclusively by the Maintenance Mechanics, such overtime shall first be offered to the employees in the Maintenance Mechanic classifications.

On each occasion, except as previously provided, the opportunity to work overtime shall be offered to the employee within the department and the job classification who has the

least number of overtime hours to the employee's credit at that time. If this employee does not accept the assignment, the total hours offered shall be charged to the employee's total hours of overtime, unpaid. The employee within the appropriate department and job classification with the next fewest number of overtime hours to the employee's credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. The record of the overtime hours worked, and the number of accumulated, but unpaid hours offered to each employee shall be posted on the department bulletin board monthly.

The Employer agrees that non-bargaining unit employees shall not be compensated for overtime work normally performed exclusively by bargaining unit employees unless the overtime work has been offered to and refused by all available and qualified bargaining unit employees within the department first. For the purpose of this section, an employee on a leave of absence (i.e., sick leave, injury leave, funeral leave, unpaid leave, or family and medical leave) shall be considered unavailable for overtime until the employee returns to a regularly scheduled shift. However, an employee that is on paid leave for vacation leave, personal leave, bonus leave or compensatory leave, or on approved leave for jury and witness duty, military leave, or union leave, shall be considered available for overtime once the paid leave period has ended.

**Section 8.4. Work at Employee's Option.** Overtime work shall be voluntary, except in emergency situations as determined by the Employer, or when an adequate number of employees cannot otherwise be obtained to handle the overtime situation.

**Section 8.5. Call-Outs.** Anytime an employee is called to work outside of the employee's normal work shift, thus necessitating additional travel to and from work, the employee shall be paid for a minimum of two (2) hours overtime at the appropriate overtime rate or for the actual number of hours worked at the appropriate overtime rate whichever is higher.

Such minimum guarantee shall not be applicable to hours of work which are contiguous to the employee's regular work shift.

**Section 8.6. Trouble Truck.**

- A. Employees in the classification of Truck Driver, Equipment Operator, Water Service Worker, or Crew Leader in the Public Works Department, desiring to work the Trouble Truck, shall so designate by signing their name on the Trouble Truck assignment sheet between January 1st and January 15th of each year. Employees on authorized leave or layoff shall have fifteen (15) days after they return to work to sign up if they return to work after the 15th of January. Employees who become qualified to work the Trouble Truck after January 15th of each year shall have fifteen (15) days after such qualification to sign up to work the Trouble Truck.

This assignment sheet shall be renewed each January 1st. The names on the assignment sheet shall then be arranged by seniority, with the most senior employees at the top of the list.

- B. The Trouble Truck shall be assigned to the employee at the top of the list for a period of seven (7) consecutive days. Thereafter, the next employee down the list shall be assigned the Trouble Truck. Employees signing the list shall be required to take the Trouble Truck when their turn arises except they shall be permitted to trade weeks with another employee on the list if both employees agree and the Employer is notified in advance.

The employee shall be assigned the Trouble Truck at the end of the work day on Friday when the employee's turn arises.

- C. In the event the employee assigned the Trouble Truck calls in sick, the Trouble Truck shall be assigned to another employee as follows:

First offer shall be made to the employee on the Trouble Truck list who has the fewest number of overtime hours worked. This same procedure shall be followed until all employees on the list have been called or offered the Trouble Truck.

If all employees on the list refuse to work the Trouble Truck, the City shall assign the least senior employee on the list to work.

If an employee on the list can not be obtained, the City shall contact any other bargaining unit employee in the classifications listed in this Section, by the usual call-out procedures, and shall assign such employee to work the Trouble Truck at the rates provided herein.

- D. Employees shall receive twenty-five dollars (\$25.00) per day for each day (Saturday through Friday) which they are assigned to the Trouble Truck. The Employer shall compensate the employee at time and one-half (1 1/2) the employee's regular hourly rate of pay, for all hours worked outside the normal working hours of the Public Works Department on call-outs on the Trouble Truck. A call shall be defined as each time the Police, Safety-Service Director, or Superintendent of Public Works calls the Employee-On-Call (M.O.C.). The employee shall be paid for time actually spent on the call, provided however, that there shall be a one (1) hour minimum payable by the Employer for each call which actually consumes less than one (1) hour. Furthermore, the Employer also guarantees that a minimum of four (4) hours of compensation at the time and one-half (1 1/2) rate shall be paid in any week during which call-outs consume less than four (4) hours of chargeable time. The twenty-five dollars (\$25.00) per day assignment pay shall be eligible for conversion to compensatory time, at the employee's option. The employee's hourly rate shall be divided into the assignment pay to determine the applicable number of hours that the employee is

eligible to convert to compensatory time, subject to the maximum hours set forth in Article 8 Section 2 as modified above.

- E. Employees who remove their names from the list during the calendar year must wait until the next renewal list to sign up.

## **ARTICLE 9**

### **SHIFT DIFFERENTIAL PAY**

**Section 9.1.** Employees of the Water Treatment Plant who are regularly assigned to any work shift which begins at 2:00 p.m. or later but prior to 10:00 p.m. (second shift) shall receive a shift differential of twenty cents (\$.20) per hour for each hour worked on such shift.

**Section 9.2.** Employees of the Water Treatment Plant who are regularly assigned to any work shift which begins at 10:00 p.m. or later but prior to 6:00 a.m. (third shift) shall receive a shift differential of thirty cents (\$.30) per hour.

**Section 9.3.** Shift differential shall not be applicable to any hours for which the employee is paid overtime (unless the employee works for four [4] hours or more) or to any non-working time for which the employee is paid. However, shift differential pay received by an employee for non-overtime hours shall be included as part of the employee's regular hourly rate when calculating the employee's overtime rate of pay.

**Section 9.4.** Employees in the street department who voluntarily change hours, at the sole discretion of the Employer, to work second or third shift in order to cover snow removal shall receive the applicable shift differential, contained herein, for only hours worked during such snow removal.

## **ARTICLE 10**

### **SICK LEAVE**

**Section 10.1. Crediting of Sick Leave.** Employees covered by this Agreement shall earn 4.6 hours of sick leave for each eighty (80) hours in active pay status. Active pay status includes all times when the employee is being compensated directly by the City of Kenton, excluding any unpaid leaves of absence or layoffs. An employee may accumulate unused sick leave without limit.

**Section 10.2. Retention of Sick Leave.** All employees hired by the City prior to February 1, 1989 shall have their sick leave balance on that date, including any unused sick leave previously credited due to prior employment with the City, the State, or any political subdivision of the State, accredited to their accounts and shall accrue additional sick leave thereafter in accordance with the provisions herein.

All employees hired after February 1, 1989 shall earn sick leave in accordance with this Article and shall not be entitled to any sick leave earned during previous periods of employment with the City, the State, or any other political subdivision of the State.

Once a year, the Employer will issue to each employee a statement indicating accumulated sick time and vacation leave. The statement will be issued at the end of January each year giving the total accumulation as of December 31 of the previous year. It is understood that an employee, at any time, can check their accumulated sick leave and vacation time with the Department Head.

**Section 10.3. Uses of Sick Leave.** Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury, or death in the employee's immediate family. Payment shall be made upon recommendation of the supervisor and approval of the Safety-Service Director. In the case of a member of the immediate family not living in the same household, the City may credit sick leave when it is believed justified, but such cases will be carefully investigated. An employee shall be permitted to take a portion of a sick day for medical, dental, or optical examination which cannot be scheduled during non-working hours. A certificate from a licensed physician, dentist, or optometrist verifying the appointment may be required.

For the purposes of this Section, "immediate family" shall be defined as the employee's father, mother, spouse, child, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse's grandparents, or a person standing in place of the employee's or spouse's parents.

**Section 10.4. Notification by Employee.** When an employee is unable to report to work, the employee shall notify their immediate supervisor or other designated person, one-half (1/2) hour prior to the time the employee is scheduled to report to work on each day of absence, unless the employee makes other advance arrangements with their supervisor. Employees failing to report as outlined above shall be subject to disciplinary action, but shall still be eligible for sick leave benefits provided they report their absence no later than their scheduled starting time.

If an employee reports their absence within thirty (30) minutes following the employee's scheduled starting time, the employee will be placed on an unpaid leave of absence for the day and will not be entitled to sick leave benefits.

Any employee who fails to report their absence within thirty (30) minutes following the employee's scheduled starting time or who continually fails to report their absence timely, shall be considered absent without leave, subject to disciplinary action and shall not be entitled to sick leave benefits.

**Section 10.5. Evidence Required For Sick Leave Usage.** Any employee requesting sick leave shall be required to furnish a standard written statement to justify the use of sick leave, or a certificate stating the nature of the illness from a licensed physician, dentist, or

optometrist. Falsification or failure to provide either the written and signed statement or a physician's certificate shall be grounds for disciplinary action including denial of sick leave payment.

The written and signed statement and physician's certificate, if required, must be submitted to the employee's Department Head by the end of the pay period in which sick leave is requested. The Department Head shall submit the request for sick leave, with a recommendation, to the Safety-Service Director for the Director's approval or disapproval of the request. Employees shall not be paid sick leave until they have submitted the above statement and/or certificate, in accordance with this Section, and the request has been approved by the Safety-Service Director.

**Section 10.6. Physician Statement.** Anytime an employee requests sick leave exceeding two (2) days or anytime the employee requires medical attention while on sick leave, the employee shall provide the Employer with a certificate stating the nature of the illness or injury from the employee's physician.

When sick leave is requested to care for a member of the employee's immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

**Section 10.7. Charging of Sick Leave.** Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days on which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or workweek earnings.

**Section 10.8. Expiration of Sick Leave.** If illness or disability continues past the time covered by earned sick leave, an employee may request either an unpaid personal leave of absence or an unpaid disability leave in accordance with the appropriate Article and Sections of this Agreement.

Any employee who has exhausted accumulated sick leave and who has failed to have a leave of absence approved, shall be considered absent without leave and subject to disciplinary action.

**Section 10.9. Abuse of Sick Leave.** Employees failing to comply with sick leave rules and regulations shall not be paid and shall be subject to appropriate disciplinary action in accordance with this Agreement.

**Section 10.10. Physical Examination.** The City may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the position; the cost of the above examination shall be paid by the City.

**Section 10.11. Excessive Use of Sick Leave.** If an employee uses sick leave on four (4) separate occasions of sixteen (16) hours or less per occasion during the calendar year, the employee shall receive a verbal counseling.

If an employee uses sick leave on five (5) separate occasions of sixteen (16) hours or less per occasion during the calendar year, the employee shall receive a written reprimand.

If an employee uses sick leave on six (6) or more separate occasions in a calendar year, the employee's use of sick leave benefits thereafter shall be limited as follows:

The first two (2) consecutive work days of any sick leave occasion will be without pay; however, the employee may utilize vacation time for such absence. If an employee's sick leave is for three (3) or more consecutive work days, sick leave will be paid starting on the third day.

The reduction of sick leave for the first two (2) consecutive days under this provision does not preclude the right of the Employer to take further disciplinary action for excessive or unexcused absenteeism.

Any disciplinary action must be given within thirty (30) days of the violation.

An occasion of sick leave usage as expressed in this Article shall mean each time sick leave is used for other than a regularly scheduled course of medical treatment of an employee as directed and verified by the employee's physician and pre-approved by the Employer, or any occasion of sick leave usage for which the employee provides the Employer with a written, signed physician's statement verifying the employee's illness and inability to work. Such physician's statement must be provided to the Employer by not later than the end of the pay period in which the sick leave is requested in order for the employee's absence not to be counted as an occasion.

**Section 10.12. Severance Pay.** Each employee who retires from employment with the City of Kenton shall be paid for the employee's accumulated but unused sick leave in accordance with the following schedule:

<b><u>Years of Service With the City of Kenton</u></b>	<b><u>Percentage of Days Paid</u></b>	<b><u>Maximum Payment Allowable</u></b>
10 years but less than 15 years	50%	336 hours
15 years but less than 20 years	75%	532 hours
20 years or more	100%	700 hours

In order to qualify for the above payment, the employee must be eligible for retirement in accordance with the applicable State retirement plan at the time of the employee's separation from City employment.

Employees who otherwise separate their employment with the City, other than for disciplinary reasons, shall be paid for twenty-five percent (25%) of their accumulated but unused sick leave up to a maximum payment as follows:

<u>Years of Service With the City of Kenton</u>	<u>Maximum Payment Allowable</u>
10 years but less than 15 years	240 hours
15 years but less than 20 years	380 hours
20 years or more	500 hours

The above payments shall be made at the employee's regular rate of pay at the time of separation from employment; shall be paid at the time of the next regular wage payment to City employees; and shall be subject to all lawful deductions. Employees shall only be eligible for payment in accordance with this Section for sick leave accumulated while employed by the City of Kenton.

## **ARTICLE 11** **INJURY LEAVE**

**Section 11.1.** Employees injured while working in the course and arising out of their employment with the City, and who are temporarily and totally disabled by such injury, as defined by the Ohio Workers' Compensation Act and limited by Section 11.2 of this Agreement, shall receive their usual and normal salary and compensation during such period of temporary and total disability, not to exceed six (6) calendar months. During this period of disability, the Employer may choose to pay the normal salary and compensation to the Employee as either 1) a continuation of wages, or 2) as an advancement of wages, for the purpose of Workers' Compensation. The Employee must, prior to the receipt of compensation or benefits, execute any Wage Agreement, Salary Continuation Agreement, or other appropriate document that the Employer may require the Employee to sign which reflects these terms for the Bureau of Workers' Compensation, and turns over to the Employer all temporary total disability payments received by the employee for lost pay, from the Bureau of Workers' Compensation. However, no employee shall be eligible for injury leave unless and until the employee has completed and submitted a "Report of Injury" Form to the Safety-Service Director within forty-eight (48) hours of the incident.

**Section 11.2.** Injury leave provided herein shall not exceed six (6) months from the date of injury and shall not be charged against the employee's sick leave. Following the period of injury leave, the employee may use accumulated sick leave, vacation, or apply for an unpaid disability leave if the employee is still temporarily and totally disabled. The employee shall return to work in a transitional work assignment, if available, during such

period of disability. Said assignment shall be at the sole discretion of the Employer. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this Article shall be at the Employer's expense. The Employer reserves the right to continue the payment of wages or wage advancement after the six (6) month period of temporary and total disability on a case by case basis and in its sole discretion.

**Section 11.3.** Additional injury leave will be granted by the Employer on a case by case basis after one hundred eighty (180) days upon certification by a duly licensed physician and approval by the Safety-Service Director. Diagnosis and certification demanded by the Employer to consider additional leave shall be paid for by the Employer. Approval of extensions will not be unreasonably withheld but shall not result in a total injury leave period of more than one (1) year.

**Section 11.4.** The parties hereby agree to recognize Ohio Revised Code Section 4117 and Ohio Revised Code Section 4123 applications.

## **ARTICLE 12** **FUNERAL LEAVE**

**Section 12.1.** Any bargaining unit employee who has a death in their immediate family shall be entitled to funeral leave with pay as provided in this Article to make household adjustments, arrange for funeral services, and to attend the funeral services, with prior approval of the Employer.

**Section 12.2.** An employee shall be entitled to a maximum of three (3) days of funeral leave within a five (5) calendar day period in the event of the death of the employee's:

Current Spouse	Mother-in-law
Child	Father-in-law
Mother	Person Standing in place of employee's or spouse's parent (loco parentis)
Father	Son-in-law
Brother	Daughter-in-law
Sister	
Grandchild	
Grandparent	

**Section 12.3.** Employees shall not be entitled to funeral leave for any days following the date of the funeral unless approved in advance by the Safety-Service Director in advance.

**Section 12.4.** An employee shall be entitled to a maximum of one (1) work day of funeral leave within a five (5) calendar day period in the event of the death of the employee's:

Aunt	Brother-in-law
Uncle	Sister-in-law
Niece	Grandparent-in-law
Nephew.	

**Section 12.5.** An employee may request up to a maximum of eight (8) hours leave to attend the funeral of a person not specified in Sections 12.2 and 12.4. The granting of such leave shall be subject to the approval of the Safety-Service Director based on the Employer's workload requirements and operational needs.

Any such leave so granted shall first be charged against the employee's accrued sick leave. If the employee has no accrued sick leave available, the employee may then request vacation leave or personal leave, provided the employee has any such accrued leave available. If the employee has no paid leave available, the employee may then request an unpaid leave of absence in accordance with the provisions of Article 18 (Unpaid Leaves). The requirement under Article 18 that the unpaid leave be requested at least ten (10) working days in advance shall not be applicable when an employee requests leave to attend a funeral in accordance with the provisions of this Section 12.5. However, the employee shall request the unpaid leave as far in advance as is practicable under the circumstances.

### **ARTICLE 13** **JURY AND WITNESS DUTY**

**Section 13.1.** Employees shall be granted a paid leave of absence any time they are called for jury duty, serve as a member of a jury, or are subpoenaed as a witness in any case in any court.

**Section 13.2.** Employees shall be granted a paid leave of absence any time they are required to appear before any authorized board or commission of the State, counties, or local governmental agencies.

**Section 13.3.** The paid leave of absence shall be only for the time occurring during the employee's normal working hours, in which the employee is required to serve in such capacity. An employee released from jury or witness duty prior to the end of the employee's scheduled work day, shall report to work for the remaining hours, if two (2) or more hours remain on the employee's scheduled shift.

**Section 13.4.** All compensation received by the employee for jury or witness duty, shall be remitted by the employee to the City unless such duty is performed totally outside the employee's normal working hours.

**Section 13.5.** Employees will not be entitled to paid leave, as described in this Article, when appearing before any court, authorized board or commission of the State, counties,

or local governmental agencies when such appearance is related to the employee's personal matters such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc., or when appearing in any instance as contained herein as a result of the employees secondary employment. These absences would be leave without pay or may be charged to the employee's accumulated vacation or compensatory time.

#### **ARTICLE 14** **MILITARY LEAVE**

**Section 14.1.** All officers and employees of the City of Kenton who are members of Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties without loss of pay from the Employer for such time as they are in the military service on field training or active duty for periods not to exceed twenty-two (22) eight (8) hour work days (maximum 176 work hours) in any one (1) calendar year. Employees who are called or ordered to uniformed services for more that twenty-two (22) workdays or one hundred seventy-six (176) hours within one (1) calendar year because of an executive order issued by the President of the United States or an act of Congress, shall be entitled during the period designated in such order or act to a leave of absence and pay in accordance with the lesser of the difference between the employee's gross monthly wage or salary and the gross uniformed services pay and allowance for the same month or five hundred dollars (\$500.00) for each month of uniformed service.

**Section 14.2.** The employee must submit a request for leave to the Employer and a copy of the military order to duty or statement from the appropriate military commander, as evidence of such duty, to qualify for paid military leave. Employees shall notify their Department Head at least ten (10) days in advance of the date requested for military leave to begin or within twenty-four (24) hours after the employee receives notice.

**Section 14.3.** Long-Term Military Service Leave. Any employee who enters into active service in the armed forces of the United States while in the service of the Employer, shall be granted an unpaid leave of absence and reinstatement rights in accordance with applicable state and federal laws.

#### **ARTICLE 15** **UNION LEAVE**

**Section 15.1.** Leaves For Union Officials or Union Delegates. The Employer shall grant a total of five (5) days of leave of absence, without loss of regular pay or benefits, for each calendar year for the bargaining unit. These absences shall be used to attend training sessions, safety seminars, legislative conferences, and State and National conventions sponsored by the Union.

**Section 15.2.** The local Union agrees to give ten (10) days advance notice, in writing, when possible and to provide payment for other cost incurred by the employee's attendance at these training sessions.

**Section 15.3.** Leaves of absence for Union officials or delegates shall not be accumulative from year to year.

**Section 15.4.** The Union agrees to cooperate with the Employer to minimize the impact on the work force.

**ARTICLE 16**  
**VACATIONS**

**Section 16.1.** Full-time employees covered by this Agreement, shall be entitled to annual vacations according to the following schedule:

<b><u>Years of Service With the City of Kenton Completed</u></b>	<b><u>Hours of Vacation Entitled</u></b>
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 20 years	160 hours
<u>20</u> years or more	200 hours

**Section 16.2.** Vacation shall be accrued each biweekly pay period at the following rates:

<b><u>Annual Vacation Entitlement</u></b>	<b><u>Biweekly Accrual Rate</u></b>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Employees will begin accruing vacation from their date of hire, however, no vacation shall be credited to the employee, until the employee has completed their first year of service with the City of Kenton.

Permanent, part-time employees as defined herein shall earn vacation on a pro-rata basis proportionate to the number of hours normally worked per pay period.

**Section 16.3.** Six (6) vacation days may be used one day at a time on a call-in basis. Approval subject to the operational needs of the City. These days can only be used at the Water Treatment Plant when two (2) employees are scheduled. These days will be deducted from the employees vacation time.

**Section 16.4.** Vacation shall be accredited to each employee on the employee's anniversary date of employment and must be used by the employee prior to the employee's next anniversary date unless otherwise agreed in accordance with departmental policy. If an employee has requested vacation time off and had the vacation request refused, the employee may, with the prior approval of the Safety-Service Director, carry-over the unused vacation into the next anniversary year for a period not to exceed six (6) months or, with the approval of the Safety-Service Director, be paid for the unused portion of vacation at the employee's regular rate of pay. In order to be eligible to carry-over or be paid for unused vacation, the employee must submit a written request to the Safety-Service Director and must have demonstrated a willingness to reschedule the vacation time originally requested.

Any employee failing to request to use vacation or the right to carry-over or be paid for their vacation, within the twelve (12) month period following eligibility or during the carry-over period, shall lose that portion of their vacation which the employee has had accumulated for more than twelve (12) months. An employee shall be provided not less than thirty (30) days advance notice before any vacation may be eliminated in accordance with this Section.

**Section 16.5.** Holidays shall not be charged to an employee's vacation leave.

**Section 16.6.** Upon separation from employment with the City, employees shall be entitled to payment for the pro-rated portion of all vacation accrued but unused as of the date of separation. The payment shall be calculated based upon the employee's regular hourly rate at the time of separation.

**Section 16.7.** Vacations within each department shall be granted subject to the operational needs of the department and approval of the Department Head. Vacation time shall be taken in not less than eight (8) hour intervals. Vacations shall be scheduled as follows:

- A. Employees shall submit their vacation requests between January 1 and March 31 of each calendar year for vacations during the period April 1 of the current year to March 31 of the following year.
- B. Vacation requests submitted during the January 1 through March 31 period will be approved based on bargaining unit seniority. The Department Head may limit the number of employees who will be permitted to schedule vacations on the same dates, based on the operational needs of the department.

- C. Vacation requests submitted after March 31 will be granted on a first request basis, irrespective of seniority, but subject to the operational needs of the department and approval of the Department Head.
- D. Employees working a swing shift who are required to cover for other employees on leave, shall be permitted to schedule vacations in the same manner as non-swing shift employees. If, due to a shift change, the employee is not scheduled to work on any days previously scheduled for vacation, such vacation days shall not be charged against the employee's vacation balance.
- E. Once a vacation has been scheduled in accordance with the above procedures, the employee may not cancel it unless the employee switches vacation dates with another employee or chooses other dates not already requested by other employees and notifies the Department Head in advance of the new vacation dates. The Department Head may approve other vacation cancellations subject to the operational needs of the Department and available staffing.

**Section 16.8. Bonus Leave.** Each employee who has accumulated nine hundred sixty (960) hours of sick leave, shall receive (8) hours of paid bonus vacation leave for each twenty-four (24) hours of unused sick leave accumulated during the preceding year in excess of the nine hundred sixty (960) hours. This bonus vacation leave shall not exceed forty (40) hours per year and shall not be deducted from the employee's sick leave.

## **ARTICLE 17**

### **HOLIDAYS AND PERSONAL LEAVE**

Section 17.1. Holiday Schedule. All full-time employees of the bargaining unit shall be entitled to the following paid holidays:

New Year's Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday by all employees except those employed in a continuous operation. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday by all employees except those employed in a continuous operation. In the event Christmas Eve falls on Sunday, it will be observed on either Friday or Tuesday, as determined by the Employer, except for those employees employed in a continuous operation.

The actual date of the holiday shall be recognized for employees employed in a continuous operation.

**Section 17.2.** A full-time employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at the employee's regular hourly rate for each of the above holidays.

**Section 17.3.** A full-time employee who works on a recognized holiday other than New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day, shall receive holiday pay in lieu of the holiday and shall be paid at time and one-half (1 1/2) the employee's regular hourly rate for time worked on these holidays. Holiday pay shall be defined as straight-time pay at the employee's regular hourly rate.

A full-time employee working on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day shall receive eight (8) hours holiday pay in addition to two (2) times the employee's regular rate of pay for all hours worked on these holidays.

An employee that works on any of the recognized holidays shall have the option to either be paid at the appropriate rate of pay for the hours worked, or may choose to convert the hours worked into compensatory time as defined in Section 8.2 of this Agreement.

A permanent part-time employee whose regular work schedule includes the day being observed as a holiday, shall be entitled to compensation for the holiday as provided above but on a pro-rata basis proportionate to the number of hours normally worked.

**Section 17.4. Personal Leave.** In addition to the above listed holidays, each full-time bargaining unit employee shall be entitled to sixteen (16) hours of personal leave each calendar year after completion of the first year of service with the City of Kenton.

Any employee completing their first year of service shall have until the end of the same calendar year in which to use their personal leave. Thereafter, sixteen (16) hours of personal leave will be granted on January 1 of each calendar year.

An employee shall give advance notice as soon as possible and must receive approval from the Department Head before using personal leave. Personal leave shall be used in full-day or half-day increments.

Personal leave must be used within the calendar year in which it is granted or shall be forfeited.

## **ARTICLE 18** **UNPAID LEAVES**

**Section 18.1. Application and Authorization For Leave of Absence.** Any request for a leave of absence shall be submitted in writing by the employee to their Department Head at least ten (10) working days in advance of the date on which the leave is requested to begin. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The authorization of a leave of absence is a matter of administrative discretion.

Authorization or denial of a leave of absence shall be furnished to the employee in writing. Any request for a leave of absence shall be answered promptly.

**Section 18.2. Reinstatement From a Leave of Absence.** An employee may return to work prior to the expiration date of any approved leave of absence if requested by the employee and approved by the Safety-Service Director. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.

**Section 18.3. Seniority While on Leave of Absence.** An employee on a leave of absence without pay does not earn, sick leave or vacation credit. However, the time spent on an authorized leave of absence is counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure or seniority is a factor.

**Section 18.4. Absent Without Leave.** Any employee who fails to return to duty after a leave of absence or who is absent from duty without prior approval of the Department Head, shall be considered absent without leave and subject to disciplinary action including dismissal.

**Section 18.5. Abuse of Leave of Absence.** If a leave of absence is granted for a specific purpose and it is found that the leave is not actually being used for such purpose, the Safety-Service Director may cancel the leave and direct the employee to return to work immediately. Any employee found guilty of abuse of a leave of absence shall be subject to disciplinary action for falsification of the request for such leave.

**Section 18.6. Personal Leave of Absence.** A personal leave of absence, for a period not to exceed thirty (30) days, may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Reasonable purpose and period, in each case, shall be determined by the Employer.

**Section 18.7. Educational Leave of Absence.** After completing one (1) year of service, any employee may request and may be granted a leave of absence without pay for purposes of education or specialized training which would be of benefit to the operations of the City through improved performance. The period of the leave of absence shall not exceed thirty (30) days, but it may be extended or renewed if requested by the employee and approved by the Safety-Service Director.

**Section 18.8. Leave of Absence For Union Officials.** Employees elected to any full-time Union office or selected by the Union to do work which takes them from their employment with the Employer for an extended period of time shall at the written request of the Union be granted a leave of absence, without pay, not to exceed ninety (90) days.

**Section 18.9. Disability Leave of Absence.** Any time an employee presents a signed affidavit by a qualified licensed physician, stating that the employee is unable to perform the regular duties of the employee's position with the City, the employee shall be granted a disability leave of absence without pay. The employee shall use accumulated sick leave and/or vacation leave, in accordance with the Family and Medical Leave Article herein, and/or compensatory time leave prior to requesting a disability leave of absence. This disability leave of absence shall be for a maximum period of six (6) months, but may be

renewed for additional six (6) month period or portions thereof upon written request of the employee to the Safety-Service Director accompanied by supporting medical evidence from a licensed physician indicating the employee's prognosis for recovery during the extended leave period.

The cost of any medical examination as required by this Section shall be the responsibility of the employee.

The period of all leaves provided in accordance with this Section (i.e., sick leave, vacation, Family and Medical Leave, etc.) shall not exceed a total of two (2) years. Thereafter, the employee shall be certified to return to work by a licensed physician or shall apply for a disability or regular retirement.

## **ARTICLE 19**

### **FAMILY AND MEDICAL LEAVE**

**Section 19.1. Family and Medical Leave.** Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the City and who has provided at least one thousand two hundred fifty (1,250) hours of service during the twelve (12) month before the leave is requested. Eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date on which an employee uses FMLA leave. FMLA leave will be granted for the following reasons:

- A. Because of the birth of a child or placement for adoption or foster care of a child;
- B. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;
- C. Because of a serious health condition that makes the employee unable to perform their employment functions.

**Section 19.2.** The employee must provide the Employer with thirty (30) days advance notice of the leave, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second

opinion on the validity of the certification. Should a conflict arise between health providers, a third and binding opinion, at Employer expense will be sought.

**Section 19.3.** An employee seeking FMLA leave must first use paid sick time (if applicable pursuant to Article 10 of this Agreement), vacation, or other available paid leave before going on unpaid leave. The period of FMLA leave shall include any period of sick leave, vacation, other paid leave, or unpaid leave of absence taken due to the above qualifying events. The total amount of FMLA leave paid and unpaid will not exceed a total of twelve (12) weeks.

Notwithstanding the other provisions of this Section, an employee may elect to use unpaid FMLA leave in order to maintain a balance of up to one (1) week (forty [40] hours) of vacation.

**Section 19.4.** In any case in which a husband and wife entitled to family leave are both employed by the City, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child.

**Section 19.5.** The employee will be responsible for the employee's share of the health insurance cost during the leave. If the employee does not return from the leave, the employee is responsible for the total insurance premium paid by the City.

**Section 19.6.** Any eligible employee granted a FMLA leave shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave, commenced or a similar position or equivalent pay and benefits. In those situations where the Employer is permitted to require a physician's certification before granting a FMLA leave, the Employer may require that health care provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee's position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request for the certification at least fifteen (15) calendar days prior to the expected return of the employee.

**Section 19.7.** It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

## **ARTICLE 20** **INSURANCE**

**Section 20.1.** Effective April 1, 2001 the Employer agrees to contribute ninety (90%) percent of the total cost of the health insurance premiums. Employees shall contribute ten (10%) percent of the total cost of the health insurance premiums for the applicable coverage. The employees' share shall be deducted from their pay.

**Section 20.2. Health and Welfare Fund.** The Employer shall contribute fifteen dollars and fifty cents (\$ 15.50) per month per employee in the bargaining unit to the AFSCME Health and Welfare Plan for prescription drug and hearing aid benefit reimbursement.

**Section 20.3. Liability Coverage.** The Employer shall provide liability insurance coverage.

**Section 20.4. Death Benefits, Wages, and Vacation.** The Employer will pay all wages or personal earnings due to the deceased employee to: (A) the surviving spouse; (B) any one or more of the children eighteen (18) years of age or older; or (C) the father or mother of the deceased employee, preference being given in the order named, without requiring letters of testamentary or letters of administration to be issued upon the estate of the deceased employee, and without requiring an Ohio Estate Tax Release where the wages or personal earnings do not exceed one thousand dollars (\$1,000.00). Included in personal earnings shall be an amount equivalent to the value of earned but unused vacation and sick leave in accordance with Article 10, section 10.12 contained herein. This Article shall be administered as to comply with the Ohio Revised Code and all other applicable laws.

**Section 20.5. Life Insurance.** Effective April 1, 2004, the Employer shall provide a fifty thousand dollar (\$50,000) group term life insurance policy covering all bargaining unit employees who have successfully completed their probationary period.

**Section 20.6. Health Insurance Committee.** The Employer recognizes the need for adequate insurance coverage and the Union and employees recognize the ever increasing cost of insurance. Therefore, the parties agree to work cooperatively in seeking a benefits package which can provide adequate coverage at a reasonable cost. The Employer agrees to meet with a joint committee including one representative of each bargaining unit and a representative of the non-bargaining unit employees to discuss and review any proposed changes in the health insurance coverage. Notwithstanding the above, the final choice of insurance provider and a benefits package shall be at the sole discretion of the Employer.

## **ARTICLE 21**

### **WAGES**

**Section 21.1. Wage Schedule.** Employees shall be compensated in accordance with wage schedule attached to this Agreement and marked Appendix B. Either party may reopen this Agreement for the purpose of negotiation of wages only for year two (2) of the Agreement beginning December 31, 2013, and year three (3) of the Agreement beginning December 31, 2014. In the event such notice is given, negotiations shall commence not later than ninety (90) days prior to the expiration date.

Employees shall receive a performance evaluation after one (1) year's service in the pay range. If the performance evaluation determines that the employee's performance has

been satisfactory or above satisfactory, the employee shall receive a step increase. Performance evaluations shall then be performed annually and the employee will receive step increases for satisfactory or above satisfactory performance until he reaches the top step of the pay range. This evaluation shall be performed by the Department Head.

Employees who successfully pass the appropriate state exam for their assigned Treatment Plant shall remain in their current "yearly pay step increment," unless the employee's anniversary date and certification date are one in the same. If the two dates are the same, then the employee shall receive their next "yearly pay step increment" on their current anniversary date (upon receiving a favorable evaluation, as described above, from their supervisor). The above shall apply to each employee when obtaining Class I, Class II and/or Class III State Certifications.

- a. The preceding paragraph shall apply to any newly hired employee at the wastewater or water treatment plants, as well as any current City employee (that is covered by this Agreement) that transfers into either the wastewater or water treatment plants.
- b. All employees who obtain state certification shall be immediately moved to the appropriate pay range in accordance with this Agreement.
- c. All current employees now assigned to either the wastewater or water treatment plants shall each year on their anniversary date receive both their twelve (12) month evaluation and also receive their yearly pay step increment, if the Agreement entitles the employee to another yearly pay step increment. Each employee's anniversary date shall always be the date of their twelve (12) month evaluation and yearly pay step increment even when the employee obtains additional certification which is appropriate for their assigned department.
  - i. Item C, above, will be modified to cover any newly hired employee at the wastewater or water treatment plants, as well as any current City employee (that is covered by this Agreement) that transfers into either the wastewater or water treatment plants. Such employees, upon receiving appropriate State certification for their assigned department, shall no longer receive their twelve (12) month evaluation on their anniversary date, but instead shall now be evaluated and receive their yearly pay step increment (if one is available) on their certification date. Upon certification, the next evaluation date will be twelve (12) months from the date of their certification.

**Section 21.2. Pay Period.** The salaries and wages of employees shall be paid biweekly, on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the pay day.

**ARTICLE 22**  
**CONFORMANCE TO CLASSIFICATION DUTIES**

**Section 22.1.** Employees shall work within their respective classifications and shall not be required to work outside their classification except in cases where the normal operations of the department would be impaired, and no one else is available to perform the work.

**Section 22.2.** If an employee is assigned to work outside the employee's classification, the following shall apply:

- A. Employees required to work below their classification shall receive their regular rate of pay;
- B. Maintenance and operations personnel required to perform work above their classification for more than one (1) hour shall receive the higher rate of pay as if temporarily promoted to the position;

**Section 22.3.** If a position is reclassified either upward or downward, wages of the incumbents of these positions shall be maintained (red-circled) at the same level as the incumbents were receiving in their previous position until the wage of the reclassified position exceeds the wage of the employee's previous position or until the employee is transferred or promoted or otherwise vacates the red-circled position.

**ARTICLE 23**  
**MILEAGE REIMBURSEMENT**

**Section 23.1.** Employees required to use their personal automobile in the performance of their duties for the City of Kenton shall be compensated for each mile driven in this capacity at the Internal Revenue Service "Standard Mileage Rate" in effect at the time of such automobile usage.

**ARTICLE 24**  
**DISCIPLINE AND DISCHARGE**

**Section 24.1.** The Employer agrees that bargaining unit employees shall only be disciplined for just cause.

**Section 24.2.** Disciplinary action or measures may include the following:

- Oral Reprimand, which will remain active on the employee's record for sixty (60) days.
- Written Reprimand, which will remain active on the employee's record for one hundred twenty (120) days.
- Working Paid Suspension (maximum 10 days), which will remain active on the employee's record for one (1) year.

Non-working Unpaid Suspension (maximum 30 days), which will remain active on the employee's record for one (1) year.

Disciplinary Reduction

Discharge

Discipline shall be uniformly applied through a graduated disciplinary procedure, except in those cases of serious misconduct.

**Section 24.3.** If the Employer has reason to reprimand an employee, it shall be done, whenever possible, in a manner that will not embarrass the employee before other employees or the public. No suspension or discharge shall be given to any employee until the employee and the Union have received written notice of a disciplinary meeting with the suspected charges contained therein and been given the opportunity for, a hearing by the Employer with a steward and/or other Union officials present if the employee desires. The written notice shall be given to the employee and the Union not less than twenty-four (24) hours prior to the disciplinary meeting.

This Section shall not prevent the Employer from sending an employee home pending said hearing when conditions warrant such immediate removal.

**Section 24.4.** The Union may appeal any disciplinary action through the grievance procedures contained herein. However, oral reprimands shall not be appealable beyond Step 2 of the grievance procedure. The parties agree that the grievance procedure shall be the exclusive appeal procedure available to bargaining unit employees.

## **ARTICLE 25**

### **GRIEVANCE PROCEDURE**

**Section 25.1.** The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters covered by provisions of Federal or State Laws. It is the intent of the Union and the Employer that this grievance procedure be the sole and exclusive appeal procedure for employees within the bargaining unit and any other appeal procedures which previously existed under Civil Service are hereby waived.

**Section 25.2.** In order for an alleged grievance to receive consideration under this procedure, the grievant must identify and process the alleged grievance as outlined in Step 1, below, within fifteen (15) days of the occurrence of the event giving rise to the grievance. Prior to the formal filing of any grievance, the grievant shall submit the grievance to the grievance committee. The grievance committee shall consist of bargaining unit members appointed by the union. Once the grievance is submitted to the grievance committee, the committee shall discuss the merits of the grievance and decide if the grievance should be formally filed. Should the grievance committee decide the

grievance does not merit filing, the grievance shall not be filed and the issue shall be considered resolved. Should the grievance committee decide the grievance has merit, the grievance shall be filed in accordance with this Article.

**Section 25.3.** It is not intended that the grievance procedure should eliminate informal discussions between employees and their immediate supervisor for resolution of complaints or problems before they reach the formal grievance procedure. However, if the employee and the employee's supervisor are unable to resolve any grievance as defined in Section 25.1 above, the employee may file a formal grievance in the following manner:

**STEP 1:** The employee, and/or the Union steward, may file a written grievance with the Department Head of the department. The Department Head shall investigate the matter and respond to the Union steward or employee in writing within ten (10) days.

**STEP 2:** If the grievance has not been settled satisfactory to both parties in Step 1, it may be presented in writing by the employee and Union representative, if the employee desires, to the Safety-Service Director within ten (10) days after the Department Head's response is due. The Safety-Service Director shall investigate the matter and respond to the Union representative or employee in writing within ten (10) days.

**STEP 3:** Should any grievance remain unsettled after exhausting the aforementioned procedure, the Union shall, if it desires, demand arbitration within ten (10) days after failing to settle the grievance as outlined in Step 2.

The parties shall select a single arbitrator to hear the grievance. In the event the parties are unable to agree upon an arbitrator within ten (10) days after arbitration is invoked, they then shall jointly petition the American Arbitration Association (AAA) to submit a panel of arbitrators. The parties shall follow the rules set forth by AAA in the selection of an Arbitrator, however any list provided by AAA shall consist of Arbitrators from Ohio only and shall be members of the National Academy of Arbitrators. Any costs associated with obtaining the list of arbitrators shall be paid equally by the parties. The parties shall select a single arbitrator from such panel. Each party may reject the list of arbitrators and request a new list prior to beginning the selection process. An arbitrator shall be selected by the parties alternately striking names from the list of arbitrators provided by AAA. The party initiating the grievance shall be the first to strike a name from the panel of arbitrators. The last remaining name on the list shall be selected as the arbitrator to hear the grievance.

The award of the arbitrator shall be reduced to writing by the arbitrator. The arbitrator shall not be empowered to rule contrary to, to amend, add to, to modify, to change, or to eliminate any of the provisions of this Agreement in arriving at an award. The arbitrator shall expressly confine the award to the precise issue submitted for arbitration and shall

have no authority to make an award on any other issue not submitted. In the case of a discharge or disciplinary suspension grievance, the arbitrator shall have the authority to return the grievant to the employee's former status with or without restoration of back pay or mitigate the penalty as equity suggests under the facts. However, any back pay award shall be offset by any unemployment benefits earned by the employee during the period of separation from employment with the Employer. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the grievant(s) and shall, as circumstances permit, be implemented within fifteen (15) calendar days after the award has been delivered.

Expenses attendant to the services of the arbitrator shall be borne by the party against whose position the arbitrator rules. In the event the arbitrator's award does not support either party's position in its entirety, the arbitrator's expenses shall be shared equally.

**Section 25.4.** All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step, using the grievance form which has been agreed upon by both parties. All written grievances must contain the following information to be considered at any step of the procedure.

- (1) Aggrieved employee's name and signature;
- (2) Aggrieved employee's classification;
- (3) Date grievance was filed;
- (4) Date and time grievance occurred;
- (5) Where grievance occurred;
- (6) Description of incident giving rise to the grievance;
- (7) Articles and Sections of Agreement violated;
- (8) Remedy requested.

At each step of the grievance procedure the original grievance shall be presented to the City's representative along with all accompanying data and answers given at any previous step of the procedure. The City's representative shall return the original grievance, accompanying data, and previous grievance answers to the grievant with the answer attached, within the time limit established for the representative's step of the procedure.

An employee may withdraw a grievance at any point by submitting a written statement to that effect or by permitting the time requirements at any step to lapse without further appeal.

Either party may request a meeting with the other party at any step of the grievance procedure to discuss the grievance in further detail.

Time limits may be extended by mutual consent in writing. Steps of the grievance procedure may be waived by mutual consent in writing.

If the Employer does not answer the grievance at any step of the grievance procedure within the designated time limits as set forth above, and has not had an extension approved by the Union, the grievance shall be deemed to have been answered by the Employer in the negative and the grievance may be advanced to the next step of the grievance procedure by the Employee or the Union.

**Section 25.5.** When employees covered by this Agreement represent themselves in a grievance, the Employer will advise the Union of the disposition of the grievance. No settlement shall be in conflict with any provisions of this Agreement.

## **ARTICLE 26**

### **LABOR-MANAGEMENT MEETINGS**

**Section 26.1.** In the interest of sound labor-management relations, the parties shall meet at mutually agreeable dates and times for the purpose of discussing those matters as outlined in Section 26.2 below. Not more than three (3) City employees shall be released from duty to attend these meetings.

**Section 26.2.** The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting. If the Union requests the meeting, the request shall include the names of the City employees requesting to be released from duty.

**Section 26.3.** The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which may affect bargaining unit members of the Union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance;

- G. Consider and discuss health and safety matters. Other matters may be discussed if mutually agreed.

**ARTICLE 27**  
**UNION REPRESENTATION**

**Section 27.1.** The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to do the following, subject to the prior approval of the employee's Department Head:

- A. Attend negotiating meetings with management when such meetings are scheduled during working hours;
- B. Transmit communications, authorized by the local Union or its officers, to the Employer or the Employer's representatives;
- C. Consult with the Employer or the Employer's representatives concerning the enforcement of any provision of this Agreement when the Union representative has had an appointment approved by the Employer in advance;
- D. The Employer agrees Union representatives may post Union notices on bulletin boards, distribute Union literature, and solicit Union membership in work areas, before the start of and at the completion of the day's work, during work breaks, and during lunch time;
- E. Investigate and process grievances;
- F. Consult with Union staff representatives, members, and stewards.

**Section 27.2.** Employees selected by the Union to act as Union representatives in each department shall be known as "stewards." The names of employees selected as stewards and the names of other local Union officers who may represent employees shall be certified in writing to the Employer by the local Union. Individuals so certified shall constitute the local Union grievance committee. No employee shall be permitted to function as a Union representative until the Union has presented the Safety-Service Director written certification of that person's selection.

All grievance meetings, including the labor-management meeting, shall be held during working hours, on the Employer's premises, and without loss of pay. The Employer shall not pay employees for any hours other than those regular duty hours the employee would otherwise have worked.

The Union shall have the right to select one (1) steward for each department to represent the employees in the bargaining unit in that department. The Employer will also recognize one (1) chief steward for the bargaining unit.

Grievance committee members may investigate and process grievances during working hours without loss of pay. Grievance committee members must receive prior approval of their Department Head before leaving their assigned duties to investigate or process grievances. The Union agrees to exercise these rights in a reasonable manner.

**Section 27.3.** In no case shall any Union representative be entitled to overtime pay while conducting Union activities. The Union agrees that Union representatives shall receive approval of their immediate supervisor before leaving the job site to perform any of the activities listed in this Section.

**Section 27.4.** If it is believed that any employee is abusing this Section of the Agreement, or any supervisor is unfairly preventing a Union representative from carrying out the functions listed in this Section, the City or the Union shall call a joint meeting to discuss and investigate the matter.

If the Union representative is found guilty, the Union representative shall be disciplined in accordance with the disciplinary procedures established in this Agreement.

## **ARTICLE 28**

### **EMPLOYEE PERSONNEL FILES**

**Section 28.1.** Employees, with or without their Union representative, may inspect their personnel files maintained by the Employer or anyone representing the Employer. Advance written request must be submitted to the Employer by employees desiring to inspect their personnel files. Inspection or copying of records will be scheduled by the Employer during normal office business hours.

**Section 28.2.** All items of a disciplinary nature, constituting a minor offense, which are more than twelve (12) months old shall cease to have force and effect provided the employee has not committed a similar offense during said twelve (12) month period.

**Section 28.3.** The employee shall receive a copy, without charge, of any item before it is placed in the employee's personnel file.

Employees shall pay the actual cost for an additional copy of any item placed in their files in accordance with the current agreement with the copier vendor.

**Section 28.4.** Copies of all medical or accident reports necessary for the filing of claims shall be provided to employees without charge.

**ARTICLE 29**  
**SAFETY**

**Section 29.1.** The Employer shall provide a safe and healthy work place and shall maintain all equipment used by the employees in a safe operating condition. The Employer will comply with applicable laws and regulations relating to the safety and health of its employees.

**Section 29.2.** The Union agrees to share the responsibility for developing and maintaining a safe work place for all employees in compliance with applicable laws and regulations relating to the safety and health of City employees.

**Section 29.3.** The employees agree to provide proper care, security, and maintenance of all equipment issued for their use. Equipment defects and/or safety problems shall be reported to the supervisor by the employee. The employees acknowledge the Employer's right to establish safety rules and regulations and agree to comply with all safety rules and safe working methods.

**Section 29.4.** The parties agree that the following items shall be subject for discussion at labor-management meetings:

- A. Recommendations for safety and health programs;
- B. Review of and discussions concerning various safety items, procedures, and activities;
- C. Review of problems concerning health and safety and formulation of recommendations of any protective equipment, devices, clothing, examinations, or other related items found necessary.

**Section 29.5.** The parties agree that any grievance involving a safety issue shall be expedited through the grievance procedure contained herein. If the employee is unable to resolve the safety concern through a verbal discussion with the Department Head, a written grievance may be submitted immediately to the Safety-Service Director, If the issue cannot be resolved by the Safety-Service Director, the parties agree to expedite the issue through the grievance process.

**Section 29.6.** Any employee seeking remedy before any other agency on a safety complaint shall not be eligible to have the employee's grievance heard before an arbitrator under the terms of this Agreement, The Union shall be bound to follow the redress procedure elected by the employee.

**Section 29.7.** When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided

must meet the requirements of OSHA or agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Employees shall utilize and wear all safety equipment and/or personal protective equipment provided.

**Section 29.8.** Employee exposure records (Environmental Monitoring and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to the employee's designated representative. Employee medical records including Biological Monitoring shall be made available to the employee, and to the employee's designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

### **ARTICLE 30** **CONTRACTING OUT OF PUBLIC WORK**

**Section 30.1.** During the term of this Agreement, the Employer shall not contract out or subcontract any public work of services normally performed by bargaining unit employees which would directly result in layoffs of regular employees, except where it can be shown that it is less expensive to contract out the work or where by law or regulations the City is required to seek competitive bids.

**Section 30.2.** In determining whether it is less expensive to contract out or subcontract work normally performed by bargaining unit employees, the City must be able to show a least a ten percent (10%) savings over the life of the subcontract as compared to the cost of having the City and the bargaining unit employees continue to perform the work over the same period of time.

**Section 30.3.** Prior to contracting out of any public work, normally performed by the bargaining unit employees, the Employer and/or their representative will meet with the union to discuss the best option to meet the needs of both parties, while maintaining the language in previous sections of this Article.

### **ARTICLE 31** **SENIORITY**

**Section 31.1.** Seniority, except as otherwise specifically provided in this Agreement, shall be an employee's length of continuous service within one or more positions included in the bargaining unit recognized by this Agreement.

Once a year the Employer shall provide the Union with a copy of a current seniority list for each steward. The Union shall meet with the Employer to review the list whenever necessary to correct any errors. The seniority list shall be made up by classification and shall contain in order of seniority, the name, division, department, and the date of hire in

a bargaining unit position for each employee. Seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Is discharged for just and proper cause; or
- C. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the Employer sends the employee notice by registered mail to the employee's last known address as shown in the City's records, unless satisfactory excuse is shown as to why the employee was unable to report within the fourteen (14) calendar day period;
- D. Is laid off for more than thirty-six (36) months.

**Section 31.2.** Departmental seniority shall be an employee's length of continuous service within a specific department.

## **ARTICLE 32**

### **LAYOFF AND RECALL PROCEDURES**

**Section 32.1.** Whenever a reduction in employees is required because of a shortage of funds, lack of work, or job abolishment, all temporary and probationary employees in the affected classification or volunteers who have been working in the capacity of a bargaining unit employee, shall be removed prior to laying off bargaining unit employees. Employees shall be laid off and recalled in accordance with the provisions herein.

**Section 32.2.** When any employee is laid off, the Employer shall give fourteen (14) days advance written notice to such employee and also to the Union. Such notice to the Union shall contain the following information:

- A. The name of the person or persons laid off;
- B. Classification of the person or persons laid off;
- C. Their date of employment;
- D. The effective date of the layoff; and
- E. The reason for such layoff.

Any anticipated layoffs will be discussed with the Union at least ten (10) work days prior to implementation.

**Section 32.3.** The Employer shall select the classification(s) in which the layoffs will occur. The least senior employee within the classification, as defined under Article 31, shall be laid off first. A laid off employee may bump the least senior employee in a lower classification within the same classification series or within any classification where the employee has previously completed the probationary period or is otherwise deemed qualified by the Employer. Employees shall have five (5) days following notice of layoff to notify the Employer in writing that they wish to exercise their bumping rights. Any employee laid off as a result of the bumping process shall have the same bumping rights as outlined above.

**Section 32.4.** No new employees shall be hired in a classification while any employee in the same classification remains on the recall list, unless such laid off employee refuses the position to be filled or fails to respond to the notification of the vacant position from the Employer.

**Section 32.5.** Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall during this period, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

**Section 32.6.** Notice of recall shall be sent to the employee by registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice to the last mailing address provided by the employee.

**Section 32.7.** Recalled employees shall have five (5) calendar days following the date of mailing of their recall notice to notify the Employer of their intention to return to work and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**Section 32.8.** Whenever the duties of a position become changed so as to require reclassification of the position, the incumbent thereof, if qualified, shall be advanced to the new position. This paragraph shall not be applicable in the case where the position is being abolished.

**Section 32.9.** The Union shall have the right to appeal any layoff or job abolishment implemented in violation of this Article, in accordance with the grievance procedures contained herein.

### **ARTICLE 33**

#### **TRANSFERS, JOB POSTING, AND BIDDING PROCEDURES**

**Section 33.1.** Whenever the Employer creates a new bargaining unit position or determines a vacancy exists in a current bargaining unit position which the Employer

desires to fill, a bid notice shall be posted by the Employer at each work location or sent to each employee advising that applications will be accepted from employees who are interested in the position.

**Section 33.2.** The bid notice shall specify the title of the position open, qualifications required (refer to Appendix A, Bargaining Unit Classifications), the hours to be worked, the rate of pay, the job location, and other pertinent information and shall state the final date for receipt of applications. The Employer shall not be required to consider any application received after the final date specified for receipt of applications.

**Section 33.3.** Employees will be allowed no less than five (5) working days to file an application. All vacancies shall be filled within fifteen (15) working days following the end of the posting period unless the City notifies the Union in writing within ten (10) working days following the posting as to why it does not intend to fill said vacancy.

**Section 33.4.** The position shall be awarded to the most senior employee in the same classification who has requested a lateral transfer. An employee who accepts the lateral transfer shall maintain all seniority earned and shall not have to take any cut in pay.

**Section 33.5.** If no one within the classification requests a lateral transfer, any bargaining unit employee who has successfully completed their probationary period shall be eligible to file a written application for the posted position. The position shall be awarded in the following order:

- Part I. Most senior qualified employee where the vacancy exists (water distribution, street, and sewer distribution at the city garage is one department as far as transfers, job postings and bidding procedures are concerned). If two (2) or more employees are determined equally qualified, the employee with the greatest departmental seniority shall be awarded the position. The parties hereby agree to mutually establish an impartial outside source that will test and evaluate employees, where a question of and if an employee is qualified on such bids.
- Part II. Most senior qualified employee outside the department where the vacancy exists. If two (2) or more employees are determined equally qualified, the employee with the greatest bargaining unit seniority shall be awarded the position.
- Part III. The City of Kenton and AFSCME, Local 2947, agree that all vacancies for an operator position at either the Wastewater Treatment Plant or at the Water Treatment Plant shall be posted as an "Assistant Treatment Plant Operator," in order to allow bargaining unit employees the opportunity to bid on the posted vacancy and to be awarded the position per the parameters of Article 33. Page two (2) of Appendix A of the Agreement between the City of Kenton and AFSCME, Local 2947, defines the Assistant Treatment Operator position as an entrance level position until

the employee is able to obtain State certification as a Treatment Plant Operator. Both parties further agree that if a vacancy at the Water Treatment Plant for either a Maintenance Mechanic 1 or 2 position is posted that the bid notice shall not stipulate that the bargaining unit employee must possess a Water Treatment Operator certificate in order to be eligible to apply for the position and that lack of such certificate shall not disqualify the employee from being awarded the position.

If no employee is deemed adequately qualified or no employee bids, the Employer may fill the position by selecting an outside applicant.

**Section 33.6.** An employee who is promoted or who bids from one classification to another having a higher overlapping salary range, shall be adjusted to the minimum of the new range or to one step above the employee's old salary, whichever is higher. Thereafter, the employee shall again be advanced to the next higher step for each twelve (12) months of service in the new classification until such employee reaches the highest step authorized in the pay range.

**Section 33.7.** Any employee changing departments as a result of being awarded a position in accordance with this Article shall not be eligible to bid on another position for a period of one (1) year from the date the employee was appointed to the position. This limitation only applies when there is a change in departments.

#### **ARTICLE 34** **WORK RULES**

**Section 34.1.** The Employer agrees to the following procedures when establishing new work rules or amending current work rules:

- A. Proposed new work rules or changes in existing work rules shall be posted for ten (10) days in advance of their effective date except in an emergency or when such rule is mandated by law or other legal requirements.
- B. Upon request from the Union, the Employer agrees to discuss the proposed work rule(s) with the Union during the ten (10) day posting period.
- C. Work rules established by the Employer shall not violate any provisions of this Agreement.

**Section 34.2.** The Employer agrees to furnish each employee in the bargaining unit with a copy of new or amended work rules within thirty (30) days after they become effective. New employees shall be provided with a copy of existing work rules at their time of employment.

**Section 34.3.** This Article shall not be interpreted in any manner to relieve an employee of the responsibility to follow normal rules and procedures of good conduct which can reasonably be expected of any public employee regardless of whether such rules and procedures have been reduced to writing.

**Section 34.4.** The Union shall have ten (10) days following the posting to challenge the reasonableness of any new or revised work rules established during the term of this Agreement or the compliance of such rules with the negotiated Agreement, by submitting a grievance to Step 3 of the grievance procedure.

### **ARTICLE 35** **JOB CLASSIFICATION AND JOB DESCRIPTION**

**Section 35.1.** The Employer agrees to meet and discuss any proposed changes in employees' job classifications or job descriptions with the affected employees prior to their implementation.

### **ARTICLE 36** **MISCELLANEOUS PROVISIONS**

**Section 36.1. Bulletin Boards.** The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union.

All Union notices which appear on the bulletin boards shall be posted and removed by the steward for the work area during non-work time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union; and
- G. Non-political publications, rulings, or policies of the Union.

All other notices of any kind not covered in (A) through (G) above must receive prior approval of the Employer or the Employer's designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contains the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the administration;
- C. Attacks on and/or favorable comments regarding a candidate for public office, or for office in another employee organization.

**Section 36.2. Training Program.**

- (1) All training programs designed to provide employees with additional skills and knowledge to enable them to pass the State examinations for certification and advancement to the higher paying positions of Class I, II or III Treatment Plant Operator, shall be considered voluntary and not directly related to the employee's present position with the City. Employees' normal work schedules shall be adjusted to enable them to attend such training programs outside their regular working hours.
- (2) Assistant Treatment Plant Operators who are required to successfully pass a State examination for certification as a Class I Treatment Plant Operator within three (3) years of their eligibility to take the State examination, will be provided paid release time to take the required State examination. Such paid release time will be considered as hours worked for the purpose of determining the employees' eligibility for overtime. The Employer will also reimburse the Assistant Treatment Plant Operators for mileage expense incurred as a result of taking the examination for Class I certification or provide such employees with a City vehicle for transportation to take the State examination. Employees will be provided a leave of absence without loss of pay to take the state examination for Class II or Class III Treatment Plant Operator if the examination occurs on the employee's regular work day.
- (3) The parties mutually agree that the training program designed to provide the Assistant Treatment Plant Operators with the additional skills and knowledge necessary to promote to the higher level position of Treatment Plant Operator I is a voluntary program not mandated or required for certification as a Treatment Plant Operator I. However, the Employer will reimburse the following expenses as they are incurred for the Treatment Plant Operator I certification only:
  - (a) Registration and fees for voluntary classroom training in treatment plant operation;

- (b) Mileage expense or use of City vehicle to and from the voluntary training programs; and
- (c) Registration and testing cost to take the required State examination for certification as a Class I Treatment Plant Operator.

The work schedule of any Assistant Treatment Plant Operator who requests to participate in the voluntary training program will be adjusted to permit attendance to such program outside the employee's regular working hours.

- (4) Since there is no requirement that any bargaining unit employee obtain a Class II or Class III certification, employees desiring to participate in training programs and take State examinations for these higher level positions will be reimbursed for the following expenses only if they received prior approval from the Safety-Service Director in writing:
  - (a) Registration and fees for voluntary classroom training as a Class II or Class IE Treatment Plant Operator;
  - (b) Registration and testing cost to take the State examination for certification as a Class II or Class III Treatment Plant Operator.
- (5) Reimbursement for mileage expenses and paid release time for taking the required State examination for certification as a Class I Treatment Plant Operator will be paid each time such expenses or time are incurred. The above listed expenses for voluntary participation in training programs will be reimbursed only if the employee has received prior written authorization from the Safety-Service Director and only once for each employee regardless of the number of times the employee elects to take the training course or the State examination.
- (6) The Employer reserves the right to limit the number of employees participating in such training programs at the same time in order to ensure adequate personnel are available to operate the treatment plants without additional cost to the City. In the event an excessive number of employees desire to participate in training programs at the same time, Assistant Treatment Plant Operators shall be given first priority to obtain their Class I Treatment Plant Operator licenses. Thereafter, participation shall be based on seniority preference.
- (7) The City agrees to pay for the renewal of the Treatment Plant Operator's certification and the Commercial Driver's licenses for the Public Works Department prior to their expiration.

**ARTICLE 37**  
**MAINTENANCE OF STANDARDS**

**Section 37.1.** The Employer agrees that all conditions of employment relating to wages, hours, and general working conditions as specifically provided for in this Agreement shall be maintained at not less than the highest minimum standards established by this Agreement and shall not be changed during the term of this Agreement unless specific provisions for change are made in the Agreement or such changes are agreed to by the Union and the Employer.

The Employer agrees to discuss with the Union the wages, hours, and other conditions of employment of all employees covered by this Agreement.

**ARTICLE 38**  
**SUCCESSOR CLAUSE**

**Section 38.1.** The provisions of this Agreement shall be binding upon the Union, all bargaining unit employees, the City of Kenton, City Council, and all members of the City Administration.

**Section 38.2.** All of the terms and obligations herein contained shall not be affected, modified, or altered by any change in the members of City Council, City Administration, or Union officials.

**Section 38.3.** This Agreement shall cover all current and future locations operated exclusively by the City, where employees are employed in classifications eligible for the bargaining unit, as specified herein.

**ARTICLE 39**  
**WAIVER IN CASE OF EMERGENCY**

**Section 39.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Kenton City Council, the Mayor of Kenton, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended by the City;

- A. Time limits for Management replies on grievances.
- B. Work rules and/or agreements and practices relating to the assignment of City employees as specified by the Employer,

Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure to which they (the grievance[s]) had properly progressed.

Upon the termination of the emergency, all work rules and/or agreements and practices relating to the assignment of City employees, shall be reinstated immediately.

**ARTICLE 40**  
**NO STRIKE OR LOCKOUT**

**Section 40.1.** It is understood and agreed that the services performed by employees included in this Agreement are essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services. The Employer agrees to not lockout or prevent employees from performing their regularly assigned duties.

**ARTICLE 41**  
**SEVERABILITY**

**Section 41.1.** This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The City and the Union shall meet within ten (10) days for the purpose of negotiating a lawful alternative provision, if possible, on the same subject matter.

**Section 41.2.** Except for the continued applicability of those subjects prohibited from negotiations by the provisions of O.R.C. Chapter 4117, no section of the Civil Service Laws contained in Ohio Revised Code Sections 124.01 through 124.56 shall apply to bargaining unit employees. The parties further declare it is their intent to waive the applicability of the Ohio Revised Code sections, 9.44,4111.03 and the Ohio Administrative Code Chapter 123 to this Agreement. It is expressly understood that the Kenton Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit except as required by O.R.C. 4117.

**ARTICLE 42**  
**DURATION/NEGOTIATIONS**

**Section 42.1.** The Mayor shall select the person or persons authorized to negotiate on the City's behalf, who will have the power to negotiate on all matters subject to collective bargaining.

**Section 42.2.** The Union shall select the person or persons to negotiate on its behalf.

**Section 42.3.** This Agreement shall be effective at 12:01 a.m. on January 1, 2013 and shall remain in full force and effect until 12:00 midnight December 31, 2015.

**Section 42.4.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**Section 42.5.** In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the last effective date of the Agreement as set forth in Section 42.3 above.

**Section 42.6.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and the proposals on any subject 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. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

### **ARTICLE 43** **UNIFORM ALLOWANCE**

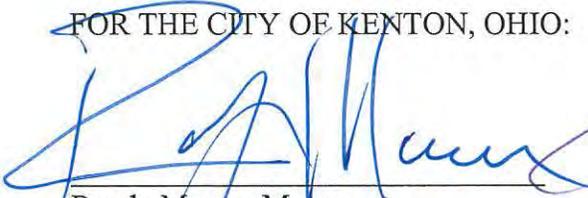
**Section 43.1.** Fifty Dollars (\$50.00) shall be placed in a uniform fund for each bargaining unit employee in 2007. Seventy-Five Dollars (\$75.00) shall be placed in a uniform fund for each bargaining unit employee in 2008. One Hundred Dollars (\$100.00) shall be placed in a uniform fund for each bargaining unit employee in 2009. Money can only be used for work related items (coats, shoes or boots, bibs, coveralls, safety colored tee shirts). Receipt must be turned in to Department Head.

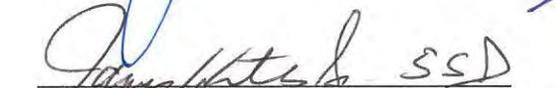
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hand this 22  
day of January, 2013.

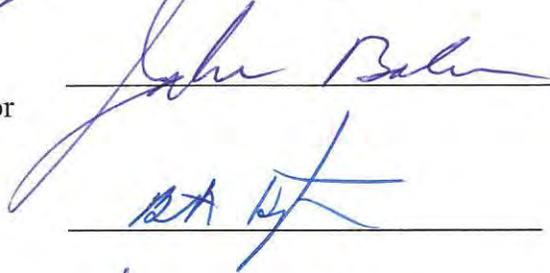
FOR THE CITY OF KENTON, OHIO:

FOR THE UNION, AFSCME, LOCAL  
2947 AND OHIO COUNCIL 8:

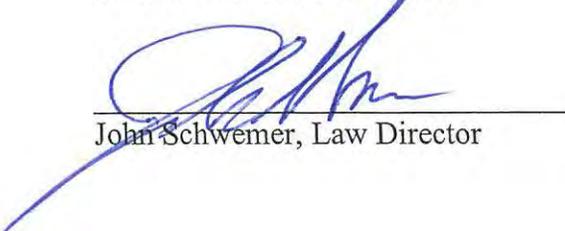
  
\_\_\_\_\_  
Randy Manns, Mayor

  
\_\_\_\_\_  
James Hites, Sr., Safety Service Director

  
\_\_\_\_\_

  
\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John Schwemer, Law Director

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

**PUBLIC WORKS DEPARTMENT**

<b><u>CLASSIFICATION</u></b>	<b><u>PAY RANGE</u></b>
Laborer (Refer to Job Description dated 2-1-04)	1
Truck Driver (Refer to Job Description dated 2-1-04)	2
Equipment Operator (Refer to Job Description dated 2-1-04)	4
Mechanic (Refer to Job Description dated 2-1-04)	5
Sewerline Crew Leader (Refer to Job Description dated 2-1-04)	5
Street Maintenance Crew Leader (Refer to Job Description dated 2-1-04)	5
Water Meter Reader (Refer to Job Description dated 2-1 -04)	3
Water Service Worker (Refer to Job Description dated 2-1-04)	4
Waterline Crew Leader (Refer to Job Description dated 2-1-04)	5

**WASTEWATER TREATMENT PLANT**

* Assistant Wastewater Treatment Plant Operator (Refer to Job Description dated 2-1-04)	2
** Wastewater Treatment Plant Operator 1 (Refer to Job Description dated 2-1-04)	4
** Wastewater Treatment Plant Operator 2 (Refer to Job Description dated 2-1-04)	5
***Wastewater Treatment Plant Operator 3 (Refer to Job Description dated 2-1-04)	6

**WATER TREATMENT AND DISTRIBUTION**

* Assistant Water Treatment Plant Operator (Refer to Job Description dated 2-1 -04)	2
** Water Treatment Plant Operator 1 (Refer to Job Description dated 2-1 -04)	4
**Water Treatment Plant Operator 2 (Refer to Job Description dated 2-1-04)	5
***Water Treatment Plant Operator (Refer to Job Description dated 2-1 -04)	3
	6

**APPENDIX A - Continued**

Water Treatment Maintenance Mechanic 1 (Refer to Job Description dated 2-1-04) (With Any Water Treatment Operator Certificate)	2
(Refer to Job Description dated 2-1 -04) Water Treatment Maintenance Mechanic 2 (Refer to Job Description dated 2-1-04)	4
(With Any Water Treatment Operator Certificate) (Refer to Job Description dated 2-1 -04)	4
	5

The above referenced Job Descriptions shall be used to describe on each posted bid notice the minimum qualifications for the job vacancy.

- \* The Assistant Treatment Plant Operator position shall be an entrance level position until the employee is able to obtain State certification as a Treatment Plant Operator. Any employee in this classification failing to obtain certification within three (3) years following appointment as an Assistant Treatment Plant Operator shall be removed for incompetency.
  
- \* \* The Treatment Plant Operator 2 classification shall be applicable to those Treatment Plant Operators who have obtained State certification as a Class II Operator.
  
- \*\*\* The decision to fill the Treatment Plant Operator 3 classification shall be at the sole discretion of the Employer, and shall not be mandatorily applicable to those Treatment Plant Operators who have obtained State certification as a Class III Operator.

**APPENDIX B-I  
EFFECTIVE JANUARY 1, 2014**

<b><u>Range 1</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>
Hourly	\$ 13.78	\$ 14.13	\$ 14.29	\$ 14.89	\$ 15.27	\$ 15.72
Annual	\$28,662.40	\$29,390.40	\$29,723.20	\$30,971.20	\$31,761.60	\$32,697.60
Biweekly	\$ 1,102.40	\$ 1,130.40	\$ 1,143.20	\$ 1,191.20	\$ 1,221.60	\$ 1,257.60
*Overtime	\$ 20.67	\$ 21.20	\$ 21.44	\$ 22.34	\$ 22.91	\$ 23.58
<b><u>Range 2</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>
Hourly	\$ 15.27	\$ 15.68	\$ 16.09	\$ 16.59	\$ 17.09	\$ 17.61
Annual	\$31,761.60	\$32,614.40	\$33,467.20	\$34,507.20	\$35,547.20	\$36,628.80
Biweekly	\$ 1,221.60	\$ 1,254.40	\$ 1,287.20	\$ 1,327.20	\$ 1,367.20	\$ 1,408.80
Overtime	\$ 22.91	\$ 23.52	\$ 24.14	\$ 24.89	\$ 25.64	\$ 26.42
<b><u>Range 3</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>
Hourly	\$ 15.68	\$ 16.09	\$ 16.60	\$ 17.09	\$ 17.61	\$ 18.13
Annual	\$32,614.40	\$33,467.20	\$34,528.00	\$35,547.20	\$36,628.80	\$37,710.40
Biweekly	\$ 1,254.40	\$ 1,287.20	\$ 1,328.00	\$ 1,367.20	\$ 1,408.80	\$ 1,450.40
Overtime	\$ 23.52	\$ 24.14	\$ 24.90	\$ 25.64	\$ 26.42	\$ 27.20
<b><u>Range 4</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>
Hourly	\$ 16.09	\$ 16.60	\$ 17.09	\$ 17.61	\$ 18.13	\$ 18.69
Annual	\$33,467.20	\$34,528.00	\$35,547.20	\$36,628.80	\$37,710.40	\$38,875.20
Biweekly	\$ 1,287.20	\$ 1,328.00	\$ 1,367.20	\$ 1,408.80	\$ 1,450.40	\$ 1,495.20
Overtime	\$ 24.14	\$ 24.90	\$ 25.64	\$ 26.42	\$ 27.20	\$ 28.04

**APPENDIX B-I (Continued)**

<b><u>Range 5</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>
Hourly	\$ 17.09	\$ 17.61	\$ 18.13	\$ 18.72	\$ 19.31	\$ 19.89
Annual	\$35,547.20	\$36,628.80	\$37,710.40	\$38,937.60	\$40,164.80	\$41,371.20
Biweekly	\$ 1,367.20	\$ 1,408.80	\$ 1,450.40	\$ 1,497.60	\$ 1,544.80	\$ 1,591.20
Overtime	\$ 25.64	\$ 26.42	\$ 27.20	\$ 28.08	\$ 28.97	\$ 29.84

<b><u>Range 6</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>
Hourly	\$ 17.61	\$ 18.13	\$ 18.72	\$ 19.31	\$ 19.89	\$ 20.47
Annual	\$36,628.80	\$37,710.40	\$38,937.60	\$ 40,164.80	\$ 41,371.20	\$42,577.60
Biweekly	\$ 1,408.80	\$ 1,450.40	\$ 1,497.60	\$ 1,544.80	\$ 1,591.20	\$ 1,837.60
Overtime	\$ 26.42	\$ 27.20	\$ 28.08	\$ 28.97	\$ 29.84	\$ 30.71

<b><u>Range 7</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>
Hourly	\$ 18.13	\$ 18.72	\$ 19.31	\$ 19.89	\$ 20.55	\$ 21.18
Annual	\$37,710.40	\$38,937.60	\$40,164.80	\$41,371.20	\$42,744.00	\$44,054.40
Biweekly	\$ 1,450.40	\$ 1,497.60	\$ 1,544.80	\$ 1,591.20	\$ 1,644.00	\$ 1,694.40
Overtime	\$ 27.20	\$ 28.08	\$ 28.97	\$ 29.84	\$ 30.83	\$ 31.77

Represents a 1 1/2% increase.

Overtime rate based on time and one-half (1 1/2) the hourly rate.