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**AGREEMENT**  
**Between**  
**THE CITY OF ST. MARYS**  
**and**  
**THE UTILITY WORKERS UNION OF AMERICA,**  
**AFL-CIO, LOCAL 552**

**2012-MED-09-0863**

**Effective upon signing through December 31, 2015**

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## PREAMBLE

This Agreement, entered into by the City of St. Marys, hereinafter referred to as the "Employer," and the Utility Workers Union of America, AFL-CIO, Local 552, 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 hereinafter defined.

Wherever used in this Agreement, the terms "Employer" and "City" shall be deemed to include the City Council of the City of St. Marys, the Mayor of the City of St. Marys, the Director of Public Service and Safety of the City of St. Marys, or any designee of any of the foregoing.

Wherever used in this Agreement, the term "employee(s)" shall be deemed to include those persons employed by the Employer in those jobs, positions and/or classifications included in the bargaining unit hereinafter described in Article 1 (Recognition).

## ARTICLE 1 RECOGNITION

**Section 1.1.** The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number 84-RC-11-2428, or as hereafter jointly amended, including all full-time permanent and permanent part-time clerical, technical, service and maintenance employees of the City of St. Marys, but excluding all employees of the Police and Fire Departments, all confidential, management-level, professional employees and all supervisors as defined by the Act (O.R.C. Chapter 4117), as well as all other persons employed by, or under, the authority of the Employer.

**Section 1.2.** The parties further agree that all seasonal, casual and temporary employees, as well as students (whose primary employment purpose is education or training) shall also be excluded from the bargaining unit.

**Section 1.3.** The parties understand and agree that the number of persons employed in each of the jobs, positions or classifications, specified in the above Section 1.1 and by the State Employment Relations Board as being in the bargaining unit, may increase or decrease during the term of this Agreement.

**Section 1.4.** The Employer agrees that it will neither negotiate with nor make bargaining agreements for any of its employees in the bargaining unit described above, unless it be through a duly authorized representative of the Union.

**ARTICLE 2**  
**DURATION**

**Section 2.1.** This Agreement shall be effective upon implementation, and shall remain in full force and effect until twelve o'clock (12:00) midnight on December 31, 2015.

**Section 2.2.** If either party desires to modify or amend this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by certified mail with return receipt requested.

**Section 2.3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject matter not removed by law from the area of collective bargaining; and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, practices and policies, either verbal or written, are hereby cancelled.

**ARTICLE 3**  
**CONDUCT OF FUTURE NEGOTIATIONS**

**Section 3.1.** If either party desires to modify or amend this Agreement, as provided in Section 2.2 (Duration), the parties agree that such future negotiations shall be conducted in accordance with the following provisions:

- A. The Union shall be permitted to have up to three (3) bargaining unit employee representatives at each bargaining session but no more than one (1) employee from any given department will be present at any session.
- B. The City shall be permitted to have up to three (3) employee representatives at each bargaining session.
- C. In addition to the foregoing representatives, each party may choose to be represented at such bargaining sessions by a chief spokesperson, who shall not be required to be a regular employee of the City of St. Marys.
- D. Bargaining sessions shall commence at one o'clock p.m. (1:00 p.m.) on normal workdays, unless otherwise mutually agreed.
- E. Employee representatives shall suffer no loss of pay in connection with their attendance at such bargaining sessions but shall receive their usual hourly rate of pay only at such times as they are attending such bargaining sessions during their normal working hours. No employee

representative of the Union shall receive any overtime compensation as a result of attending any such bargaining session.

- F. Either party giving notice, as provided in Section 2.2 (Duration), shall submit its written proposals at the first regular negotiating session, and the other party shall submit its written proposals at the next regular negotiating session.
- G. Unless otherwise mutually agreed, neither party will submit new proposals after the third regular negotiating session. However, the parties may submit counterproposals at any time during the negotiations.
- H. By mutual agreement, and in addition to its chief spokesperson, either party may have one (1) or more additional persons, not employed by the City of St. Marys, present at any given bargaining session.
- I. Meetings will be held on the premises of the Employer. In the event of an impasse the parties will meet at a site mutually agreed upon.
- J. All requests for data shall be in writing.
- K. All proposals shall be in writing, and all written proposals and materials shall be submitted in sufficient quantity to provide copies for each member of the other party's bargaining team.
- L. No mechanical recording devices shall be used during negotiating meetings, and each party will be responsible for taking its own notes.
- M. A caucus may be called at any time during negotiations by the Chief Negotiator for either committee.
- N. It is agreed, during the negotiation period, neither party will divulge any information regarding the negotiations to the news media. If, in the normal conduct of negotiations, press releases become necessary, the content and release must be mutually agreed upon by the parties. Negotiations sessions are not open to the public.
- O. The parties agree that they will attempt to reach tentative agreement on all non-economic issues, before the parties commence negotiations on the language regarding items of an economic nature. There is no requirement that any issue be resolved prior to discussing economic issues.
- P. Articles or, when appropriate, sections of articles agreed to by the parties will be reduced to writing, duplicated, dated and signed by the parties as tentative agreements.

It is understood that such tentative agreements are binding upon the respective bargaining committees. However, they are not binding on the Employer or bargaining unit until the total Agreement is ratified.

After the final tentative agreement is reached on all articles, the parties agree to comply with 4117 of the O.R.C.

- Q. Upon ratification by the City Council and the bargaining unit, the Bargaining Committees will meet within ten (10) days to execute the Agreement by affixing signatures of the parties.

**Section 3.2.** Nothing contained herein shall be construed or interpreted as prohibiting the parties from developing and implementing additional guidelines to govern future negotiations.

#### **ARTICLE 4** **NO STRIKE/NO LOCKOUT**

**Section 4.1.** The parties agree that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that neither the Union, nor any member or officer thereof, shall individually or collectively, for any reason, authorize, cause, support, condone, sanction or engage, participate or assist in, any sick call, boycott, work stoppage, walkout, slowdown, picketing, sympathy strike, strike or any other concerted activity which would interrupt or limit the Employer's operations or performance of the Employer's services during the term of this Agreement. Likewise, the Employer agrees that neither it, nor its designee(s), individually or collectively, will authorize, cause, support, condone, sanction or engage, participate or assist in, any lockout of employees during the term of this Agreement, unless those employees violate the provisions of this article.

**Section 4.2.** In addition to any other remedies available to the Employer, any employee(s) who, individually or collectively, violate(s) the provisions of this article, shall be subject to discipline, up to and including discharge. Disciplinary action resulting from alleged violation(s) of the provisions of this article shall be subject to the Grievance Procedure contained elsewhere in this Agreement and shall not be otherwise appealable. However, only the question of whether the disciplined employee did, in fact, violate the provisions of this article shall be subject to such Grievance Procedure, and the nature of such disciplinary action shall not be altered, reduced or modified, except upon a finding that the employee did not, in fact, violate the provisions of this article.

**Section 4.3.** In the event of any violation of Section 4.1 of this article, the Union, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to work and to resume usual work duties. Every reasonable effort by the Union shall include, but not be limited to, ordering, (both orally and by telegram or letter signed by the ranking Union officer with a copy directed to the Employer), all employees covered by this Agreement to return to work, notwithstanding the existence of a picket line, and instructing all such employees that if they do not return to work their conduct is in violation of the Agreement and they may be disciplined up to and including discharge. If the Union carries out its obligations under this Section 4.3, the extent of the Union's liability for damages resulting from violation(s) of this article shall be determined by and limited to applicable provisions of Ohio and/or federal law.

**Section 4.4.** Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or other cessation of work.

## **ARTICLE 5**

### **APPLICABILITY OF LAWS/SEVERABILITY**

**Section 5.1.** In accordance with the provisions of Ohio Revised Code (O.R.C.) Section 4117.10(A), the following articles and/or sections, as provided under the terms and conditions of this Agreement specifically supersede and/or prevail over those subjects described in the Ohio Revised Code, the Ohio Administrative Code, the Rules and Regulations of the Civil Service Commission of the City of St. Marys, and City ordinances in conflict with the provisions of this Agreement, including:

- O.R.C. Sections 124.01-124.56;
- O.A.C. Chapters 123 and 124;
- Rules and Regulations of the Civil Service Commission of the City of St. Marys;
- O.R.C. Section 9.44;
- O.R.C. Section 4111.03;
- City of St. Marys ordinances that might be in conflict with the Agreement.

**Section 5.2.** Laws pertaining to civil rights, affirmative action, unemployment compensation, Workers' Compensation, the retirement of public employees, and residency requirements shall prevail over any conflicting provisions in this Agreement.

**Section 5.3.** If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute not superseded as provided above or if any provision of this Agreement is or hereafter becomes unlawful by operation of law, such provision shall be of no further force and effect but the remainder of the Agreement shall remain in full force and effect.

**Section 5.4.** The parties agree that should any provision of this Agreement be found to be or become invalid, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable place and time to discuss alternative language on the same subject matter.

## **ARTICLE 6**

### **NONDISCRIMINATION**

**Section 6.1.** The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee because of that individual's age, race, religion, national origin, ancestry, sex, disability, military status, or genetic information.

**Section 6.2.** The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not discriminate against, interfere with,

restrain or coerce any employee because of Union membership or because of any legal activity performed in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

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

**Section 6.4.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 7**

### **MANAGEMENT RIGHTS**

**Section 7.1.** Unless expressly modified by this Agreement, the Employer shall have the unimpaired right and responsibility to:

- A. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of Employer operations;
- D. Determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Employer as a governmental unit.

**Section 7.2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein, and as permitted by law shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

**Section 7.3.** The Employer is not required to bargain on subjects reserved to the management and direction of the Employer except as those subjects affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining Agreement. An employee, the exclusive representative, or the Employer may file a grievance based upon this collective bargaining Agreement.

## **ARTICLE 8** **SUBCONTRACTING**

**Section 8.1.** The Employer will not subcontract work normally performed by bargaining unit employees unless:

- A. Adequate existing equipment and/or other facilities are not available when the work is needed;
- B. The Employer is required by law to seek competitive bids;
- C. Bargaining unit employees do not have sufficient skills and ability to perform the required work;
- D. There is an insufficient number of bargaining unit employees to do and complete the required work;
- E. A state of emergency exists;
- F. It is substantially less expensive to contract out the work and the work can thus be done more economically by an outside source.

**Section 8.2.** Before entering into any subcontract which results in the laying off of any bargaining unit employee(s), the Employer, except in case of emergency, shall confer with the Union not less than thirty (30) calendar days prior to the commencement of such subcontracting. At such conference the Employer shall provide the Union with all economic data and studies upon which the Employer has relied in making its decision to subcontract bargaining unit work. Upon written request by the Union, the Employer shall thereafter meet and confer with the Union for the purpose of discussing any proposals which the Union may make relative to the methods or means by which the cost of having such work performed by bargaining unit employees may be reduced.

**Section 8.3.** Employees, whose work is subcontracted, will be laid off no earlier than one hundred and twenty (120) calendar days following the commencement of such subcontracting. During such one hundred and twenty (120) day period, the Employer will endeavor to retrain such employees and to absorb them into its work force if it is economically feasible to do so. No such employee will suffer any reduction in pay during such one hundred and twenty (120) day period but, if the employee is thereafter permanently reassigned, the employee will be paid the wage rate of the position or classification to which the employee is permanently reassigned.

**ARTICLE 9**  
**PERFORMANCE OF WORK BY SUPERVISORS**

**Section 9.1.** Due to the nature of the Employer's operations and services as well as the limitations upon the Employer's funding resources and revenues, the parties acknowledge and agree that the Employer's non-bargaining unit supervisory and management-level employees shall be considered and recognized as "Working Supervisors" in order that the Employer may most economically, effectively and efficiently carry out its mission as a governmental unit. Therefore, the parties agree that the Employer's non-bargaining unit supervisory and management-level employees may perform bargaining unit work, including but not necessarily limited to, the following circumstances:

- A. When regular employees are not available because of absenteeism, tardiness, illness, injury or approved leave;
- B. To instruct, train or assist employees;
- C. To relieve regular employees for lunch periods;
- D. When starting, testing, evaluating or inspecting machinery, equipment or processes;
- E. Emergencies;
- F. In order to address safety issues.

**Section 9.2.** The Superintendent of Electric Distribution, Superintendent of Water Distribution/Sewer Collection, Assistant Superintendents, Electric System Control Coordinator, and Superintendent of Water and Sewer Plants, may be assigned to standby duty where applicable and may be placed on the respective departments overtime "callboard(s)" to perform bargaining unit work. However, supervisory employees shall receive no favored or preferential treatment in the assignment of standby duty and shall only be called to perform bargaining unit work in an overtime status when on standby or when qualified bargaining unit employees on the applicable department callboard list are unavailable or cannot be contacted.

**ARTICLE 10**  
**POLICY OR WORK RULE CHANGES**

**Section 10.1.** The Union recognizes that the Employer has the right to promulgate work rules, regulations, policies, procedures, and standard operating procedures, directives, and job descriptions consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

**Section 10.2.** The Employer recognizes that no rules, regulations, policies, procedures, or standard operating procedures shall be established that are in violation of any express terms of this Agreement or that affect the wages or hours of bargaining unit employees unless mutually agreed. Prior to

implementing new or changed work rules, policies, procedures, job descriptions, standard operating procedures or other changes that affect the wages, hours or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least seven (7) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not affect the wages or hours of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 2, Duration of Agreement, for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

**Section 10.3.** Newly written work rules, regulations, policies, procedures, job descriptions, or standard operating procedures applicable to bargaining unit employees will be posted or otherwise communicated in writing to the affected employees in advance, provided the parties recognize that certain situations, for example, emergency circumstances or state or federal directive or regulations, may require the Employer to implement a change immediately.

## **ARTICLE 11** **WAIVER IN CASE OF EMERGENCY**

**Section 11.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Mayor (or designee), such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer.

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

**Section 11.2.** If valid grievances exist, they shall be processed upon the termination of the emergency in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

## **ARTICLE 12** **LABOR/MANAGEMENT COMMITTEE**

**Section 12.1.** In the interest of sound labor-management relations, within ten (10) workdays after one party gives notice of its desire to have a labor management meeting, the Employer and the Union

shall agree to a meeting date to discuss pending problems, exchange information and to promote improved labor-management relations. There shall be not more than three (3) representatives for each party.

**Section 12.2.** Either the Employer or the Union may request that a representative of the Auditor's Office or the Law Director's Office be present at a scheduled Labor/Management Committee meeting.

**Section 12.3.** No employee representative serving on the Labor/ Management Committee will suffer any loss of regular straight-time pay in connection with the employee's attendance at a Labor/Management Committee meeting held during the employee's regularly scheduled working hours. However, no employee shall be entitled to any overtime compensation as a result of attending such committee meeting.

**Section 12.4.** An agenda will be furnished at least forty-eight (48) hours in advance of the scheduled meeting with a list of the matters to be discussed in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Consider and discuss changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and
- F. Consider and discuss safety matters relating to employees.

### **ARTICLE 13** **SAFETY COMMITTEE**

**Section 13.1.** The Employer shall establish a Safety Committee and not less than two (2) bargaining unit employee representatives, selected by the Union, shall be included as members thereof. The Employer's appointed Safety Officer shall be a permanent member of the Safety Committee.

**Section 13.2.** It is understood that the Safety Committee is a fact finding and communication vehicle only. The responsibilities of the committee are as follows:

- A. Review all health and safety complaints and make recommendations for corrective action.

- B. Review all incident reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The committee shall not have the authority to determine whether violations of law have occurred or to recommend discipline.
- C. The committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 14.5.
- D. Recommend safety training programs and amendments, modifications or additions to the City's Safety and Health Program.
- E. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools and facilities.

The committee's responsibility, in general, is to drive and promote the City's Safety and Health Program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements.

**Section 13.3.** Such Safety Committee shall convene at least once every thirty (30) calendar days for the purpose of discussing subjects of mutual concern. However, by mutual agreement, the parties may convene Safety Committee meetings on a more or less frequent basis.

**Section 13.4.** No employee representative serving on the Safety Committee will suffer any loss of regular straight-time pay in connection with the employee's attendance at a committee meeting held during the employee's regularly scheduled working hours. However, no employee shall be entitled to any overtime compensation as a result of attending any such meeting.

## **ARTICLE 14**

### **SAFETY**

**Section 14.1.** Since safety is a matter of mutual concern to the Employer and the Union, the parties agree to cooperate in promoting the observance of all safety rules and regulations in order to prevent injuries and to maintain a safe and healthful workplace.

**Section 14.2.** The parties further agree that the careful observance of safe working practices and the Employer's safety rules and regulations is a primary duty of the Employer and all employees. Therefore, the Employer shall uniformly enforce safety rules and regulations within the respective departments and employees shall be responsible for observing the Employer's safety rules and regulations and for performing their work in a safe manner so as to avoid injury to themselves and/or other persons. While employees shall not be required to perform work or to operate equipment and/or vehicles in violation of the Employer's safety rules and regulations, those employees who violate or disregard such safety rules and regulations shall be subject to disciplinary action up to and including discharge.

**Section 14.3.** Employees involved in a vehicle accident or injured during the course of their employment shall immediately notify their Supervisor and submit a completed Employee Injury Report Form and/or a Vehicle Accident Report Form within twenty-four (24) hours to their Supervisor. When so requested, an employee's immediate supervisor shall provide assistance to the employee in completing all required injury and accident forms but it shall be the employee's ultimate responsibility to complete all such forms within twenty-four (24) hours. Employees shall also be responsible for completing Workers' Compensation forms within twenty-four (24) hours and returning them to their immediate supervisor. Employees who complete such injury or accident forms shall be provided with one (1) copy thereof and the Employer shall likewise furnish the Union with one (1) copy.

**Section 14.4.** It shall be the responsibility of all employees to immediately report all unsafe conditions to the Employer by filing a written report with their immediate supervisor. The supervisor shall immediately investigate the alleged unsafe condition and correct or remedy all conditions found to be unsafe.

**Section 14.5.** If the supervisor and the employee disagree regarding the safety of a reported condition or if an employee acting in good faith refuses to work under conditions the employee reasonably believes presents an imminent danger of death or serious harm to the employee or others, the following procedures shall be followed:

- A. The supervisor shall contact the Safety Officer who shall examine the situation and meet with the parties involved to determine if a safety risk exists.
- B. The Safety Officer shall determine if the conditions which do exist are such that normally exist or might be expected to occur in the employee's position.
- C. The Safety Officer shall determine what, if any, workplace engineering, work practice controls or personal safety equipment are required to safely perform the assignment.
- D. Where applicable, the Safety Officer shall determine if the employee was justified in refusing to perform the assigned task.
- E. If the employee disagrees with the findings of the Safety Officer, the employee may request that the situation be examined by the Safety Committee in the same manner as examined by the Safety Officer.
- F. The employee shall be assigned to other work while the above investigations are in progress unless the employee's presence is required to aid in the investigation.

The recommendation of the Safety Officer and Safety Committee are advisory only and shall not bind the Employer nor prevent the employee(s) from filing a safety complaint or grievance. However, any employee seeking remedy before any other regulatory agency regarding a safety or health complaint shall not be eligible to have a grievance regarding the same issue 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 14.6.** 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). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

**Section 14.7.** 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.

**Section 14.8.** Operation of any City vehicle requires an annual driving record check. Employees shall be required to sign a release authorizing the City's insurance carrier to obtain such records.

## **ARTICLE 15**

### **PROBATION PERIODS**

**Section 15.1.** Any newly hired employee shall be required to successfully complete a probationary period. The new hire probation period shall commence on the first day for which the employee receives compensation from the Employer and shall continue for a period of nine (9) months. A newly hired probationary employee may be discharged, at and within the Employer's sole discretion, at any time during the employee's probationary period and such discharge shall not be appealable.

**Section 15.2.** Newly hired probationary employees shall accrue no seniority until they have successfully completed their nine (9) month probationary period. However, upon successful completion of such probationary period, the employee's seniority shall be computed as commencing upon the employee's most recent date of employment with the Employer.

**Section 15.3.** A newly promoted employee will be required to successfully complete a probationary period in the newly appointed position. The probationary period for a newly promoted employee shall begin on the date the employee is placed in the new position and shall continue for a period of 180 consecutive calendar days. A newly promoted employee who evidences unsatisfactory performance or who requests to return, may be returned to the position formerly held. The Employer may return employees who evidence unsatisfactory performance any time during the probationary period. Employees who request to return must do so within the first thirty (30) consecutive calendar days of the probationary period unless the employee waives, in writing, the right to request to return to the position formerly held.

**Section 15.4.** Except as otherwise provided herein and in Article 17, newly hired probationary employees shall not be eligible for promotion to any other position within the bargaining unit until they have successfully completed their probationary periods. All probationary employees may be considered, as per the language of Article 17, prior to the hiring of a new employee. However, nothing contained in this Agreement shall be construed as obligating the Employer to award a position to a probationary employee.

## **ARTICLE 16** **SENIORITY**

**Section 16.1.** The calculation of seniority shall not include any part of an employee's prior employment with the Employer or any other employer or governmental agency.

**Section 16.2.** If continuous employment is broken, an employee loses all previously accumulated seniority. However, an approved leave of absence shall not constitute a break in continuous employment provided the employee follows the proper procedure for obtaining the leave and returns to active employment immediately following expiration of the approved leave.

**Section 16.3.** For the purposes of this Agreement, all employees shall accumulate two (2) types of seniority, which are defined as follows:

- A. **Departmental Seniority:** An employee's total length of service within a department commencing with the most recent date of the employee's permanent assignment to that department.
- B. **City Seniority:** The uninterrupted length of continuous employment with the Employer, commencing with an employee's most recent date of hire by the Employer, irrespective of departmental seniority.
- C. An employee who transfers out of the bargaining unit shall maintain seniority, but shall not accumulate seniority while out of the bargaining unit.

**Section 16.4.** The departmental seniority of an employee transferred to another department will start on the date of award and will continue to accumulate in the prior department for a period of sixty (60) consecutive calendar days. After the sixty (60) consecutive day period the employee shall only have departmental seniority in the department to which the employee was transferred.

However, if the employee requests to return to the previously held position under the provisions of Section 15.3 (Probation Periods), then all time served in the department to which the employee was transferred shall be credited as time served in the department from which the employee was transferred.

**Section 16.5.** Employees, whose employment with the Employer commences upon the same date, shall have their City seniority ranking determined by the order in which they applied for employment with the Employer.

**Section 16.6.** Employees, whose permanent assignment to a department commences upon the same date, shall have their departmental seniority ranking determined in accordance with their City seniority ranking.

**Section 16.7.** The Employer shall post City seniority and departmental seniority lists on the Employer's bulletin boards not later than January 15th of each year. One (1) copy of any such posted seniority list shall be furnished to the Union.

**Section 16.8.** During normal working hours, when it is required to assign employee(s) from one department to work in another department due to the following reasons: (a) light work load; (b) weather conditions; or (c) Employer requirements, the junior qualified employee(s) in the lowest available classification shall be given such assignment unless a more senior qualified employee agrees to such assignment.

## **ARTICLE 17**

### **VACANCIES, BIDDING AND PROMOTIONS**

**Section 17.1.** The parties agree that all appointments to positions within the bargaining unit covered by this Agreement, other than original appointments, shall be filled in accordance with this article.

**Section 17.2.** Whenever the Employer determines that a permanent vacancy exists and is to be filled, a notice of such vacancy shall be posted upon each of the Union bulletin boards for ten (10) calendar days. During the posting period, regular non-probationary employees (except as provided for in Section 15.4) wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any application submitted after the posting period expires or which does not indicate that the applicant possesses the minimum qualifications to perform the duties of the vacant position. Notwithstanding the above, Water or Wastewater Treatment Plant Operator in Training employees are not eligible to bid under this procedure. Employees hired into Electric Distribution Department with intention of becoming a First Class Lineman (See Section 53.3) are not eligible to bid under this procedure.

**Section 17.3.** The Employer shall review and consider all timely filed applications and shall make its selection based solely upon the following criteria:

- A. Qualifications;
- B. Experience;
- C. Education;
- D. Work record;
- E. Previous job performance;
- F. Disciplinary record;

- G. Attendance record;
- H. Ability to perform the essential functions of the job;
- I. Mental capability.

The Employer reserves the right to administer job related tests to determine applicants' mental and/or physical capabilities. The Employer will compile and provide a list of available information for the interested applicant to aid the applicant in preparing for any test required.

**Section 17.4.** The Employer shall give first consideration to those timely filed applications of its qualified permanent employees, and then to qualified probationary employees as provided for in Section 15.4.

**Section 17.5.** The position shall be awarded to the individual who the Employer determines best meets the criteria outlined in Section 17.3 above. However, if two (2) or more employees are considered by the Employer to be relatively equal in meeting the criteria outlined in Section 17.3 above, City seniority shall then govern in the awarding of the position. The individual awarded the position shall be placed in the job within forty-five (45) calendar days after the award or paid the rate for the new job if the rate is higher. If the employee is placed in the new position before forty-five (45) calendar days, the employee will be compensated at the appropriate rate of pay commencing upon the first day the employee is assigned to work in the new position.

**Section 17.6.** The Employer will post the name of the individual selected to fill a vacancy and the Employer shall be under no obligation to otherwise notify those who applied for the vacant position.

**Section 17.7.** When a vacancy exists, the Employer shall first make the decision as to whether the vacancy is to be filled on a permanent basis. However, nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination as to whether or not the vacancy is to be filled on a permanent basis. Within thirty (30) consecutive calendar days after a vacancy occurs, the Employer shall make a determination as to whether the vacancy is to be filled on a permanent basis and will notify the Union of its decision.

**Section 17.8.** If an employee applies for and is awarded a position which does not constitute a promotion, the employee shall be placed in that pay step within the applicable pay range which is equal to the wage rate of the position previously held by the employee. However, if the position which is awarded to the employee has no such equal wage rate, the employee will then be placed in the pay step closest to, but not greater than, the pay step the employee was previously in.

**Section 17.9.** For the purpose of this Agreement, the term "promotion" shall mean the act of permanently placing an employee in a position within the bargaining unit which carries a higher salary or wage rate than the position which the employee formerly held. However, no employee shall suffer a reduction in pay as a result of being promoted. Therefore, upon promotion, an employee's rate of pay shall be adjusted to that rate which most immediately exceeds the rate of pay the employee previously received.

**ARTICLE 18**  
**LAYOFF AND RECALL**

**Section 18.1.** The Employer shall determine when and in which department(s) and classifications layoffs will occur and the Employer will provide a thirty (30) day notification to those employees affected. The parties hereby agree O.R.C. Sections 124.321-124.328 shall not apply to such actions.

**Section 18.2.** Within each department affected, employees will be laid off in accordance with their departmental seniority and their relative skill and ability to perform the remaining work available without further training as determined by the Employer.

**Section 18.3.** If an employee is laid off, the employee may displace another employee having less City seniority, in an equal or lower paying job classification, provided the displacing employee has the skill and ability to perform the work in such equal or lower job classification without further training. Each laid off employee shall have three (3) working days from the notice of layoff to exercise the employee's right to displace another employee in accordance with this section.

**Section 18.4.** All newly hired probationary employees, as well as all permanent part-time employees within the affected department and classification, will be laid off before any permanent full-time employees are laid off.

**Section 18.5.** Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled in accordance with their City seniority and their relative skill and ability to perform the work available without further training as determined by the Employer. When two (2) or more employees have relatively equal experience, skill, ability and qualifications to perform the work available without further training, the employee or employees with the most City seniority will be recalled first.

**Section 18.6.** Notice of recall shall be sent to the employee by registered mail, return receipt requested, and such notice shall be directed to the last mailing address provided by the employee. The Employer shall provide the Union with copies of all such recall notices. The employee shall have five (5) workdays following the mailing of the notice to notify the Employer of the employee's intentions regarding return to work.

**Section 18.7.** A recalled employee shall have fifteen (15) workdays following the date of mailing of the recall notice to return to work, unless a later date for returning to work is specified in the notice. An employee failing to return to work during such fifteen (15) day period shall be considered terminated.

**Section 18.8.** In the application of the provisions of this article, elected Union officers, namely the President, Vice President, Secretary/Treasurer and Chief Steward, will be granted top departmental seniority in the event of a layoff. It is agreed that such top departmental seniority will only be granted during the time an employee holds one of the above named offices. When such employee ceases to hold Union office, the employee will immediately return to the employee's former position of seniority. If the employee most recently laid off has more seniority than such former officer, that

employee will be recalled to work and the former officer will be laid off and assume the proper position on the layoff list.

## **ARTICLE 19** **HOURS OF WORK**

**Section 19.1.** This article is intended to define the normal hours of work per day and per week in effect in each of the Employer's departments at the time of execution of this Agreement. However, nothing contained in this article, or elsewhere in this Agreement, shall be construed as preventing the Employer from restructuring the normal eight (8) hour workday, or forty (40) hour workweek, or work schedule of employees or establishing part-time positions, or from abolishing positions. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of hours or work per day or week.

**Section 19.2.** An employee's regular work schedule may also include Saturdays, Sundays and holidays. However, where practicable, the Employer will endeavor to rotate such work schedules in such a manner as to equalize Saturday, Sunday, and holiday work among employees.

**Section 19.3.** Work schedules indicating the shifts, workdays and hours to which employees are assigned, shall be posted by the Employer on department bulletin boards. If, in the interest of efficient operations, the Employer deems it necessary to establish daily or weekly work schedules departing from the existing or usual work schedule, the Employer shall give notice of such change to the affected employee(s) as far in advance as is possible and reasonably practical.

## **ARTICLE 20** **OVERTIME**

**Section 20.1.** For the purpose of computing overtime, the workday shall consist of eight (8) hours, and the workweek shall consist of forty (40) hours.

**Section 20.2.** Overtime shall be paid at the rate of one and one-half (1-1/2) times an employee's straight-time hourly rate for all hours worked beyond eight (8) hours during any one (1) workday or for all hours worked beyond forty (40) hours during any one (1) workweek. However, there shall be no compounding of hours worked or pyramiding of premium pay for hours worked in the calculation of an employee's entitlement to overtime compensation.

**Section 20.3.** The eight (8) hours straight-time pay that an employee receives as holiday pay, whether the employee works or not, as provided in Article 41 (Holidays), shall likewise not be compounded or pyramided and shall not be included in calculating the employee's overtime rate of pay for FLSA purposes.

**Section 20.4.** Those hours that an employee works on a holiday and for which the employee receives premium pay, as provided in Article 41 (Holidays), shall likewise not be compounded or

pyramided and shall not be included in calculating the employee's overtime rate of pay for FLSA purposes.

**Section 20.5.** Except as otherwise provided in this section, hours not worked but paid for because of vacation, holidays, sick leave, jury duty, funeral leave and military leave, shall be considered as hours worked for the purpose of calculating an employee's entitlement to overtime compensation. If an employee uses sick leave in any pay period such hours of sick leave shall not be considered as hours worked for the entitlement of overtime compensation if the employee works additional hours in order to cover a regularly scheduled shift due to the absence of another employee.

All other leaves of absence shall be excluded as hours worked for the purpose of calculating an employee's entitlement to overtime compensation.

**Section 20.6.** By means of a "callboard," the Employer shall attempt to distribute the opportunity to work overtime as equally as practicable among those employees in a department and job classification who are qualified to perform the available and required overtime work subject to the following conditions:

- A. Where practicable an overtime "Callboard" will be placed in each department;
- B. Such department overtime "Callboard" shall reflect the sequence or rotation in which qualified employees will be called for available and required overtime work;
- C. The department overtime "Callboard" shall specify the names of those departmental employees who are qualified to perform specific types or kinds of work normally performed within the department;
- D. When contacted, an employee's name will be placed at the bottom of the "Callboard" list, whether the employee accepts and works the offered overtime or not;
- E. If the Employer is unable to contact an employee after a reasonable effort, the employee's name shall be placed at the bottom of the "Callboard" list. A reasonable effort shall be calling the initial contact number given by the employee to the City and one (1) subsequent number if given by the employee to the City;
- F. The department overtime "Callboard" list shall be prepared with the name of the qualified department employee having the greatest City seniority appearing first on the list; thereafter, the names of other qualified department employees shall appear on the list in descending order according to their City seniority, so that the name of the qualified department employee having the greatest City seniority shall appear first on the list, and the name of the qualified department employee having the least City seniority shall appear last on the list;
- G. Generally, the working of unscheduled overtime shall be voluntary; however, qualified employees may be required to perform overtime work when those qualified employees whose names are higher on the list either refuse the offered overtime work or cannot be reached

resulting in an insufficient number of qualified employees being available to perform the available and required overtime work;

- H. Distribution of overtime in accordance with this department overtime "Callboard" procedure shall constitute the Employer's full, complete, and entire obligation to equally distribute overtime work under the provisions of this Agreement;
- I. Where the Employer makes an inadvertent error in the offering of overtime under this department overtime "Callboard" procedure, the name(s) of the employee(s) not properly given the opportunity to work overtime shall be placed at the top of the list for a period of thirty (30) calendar days, or until such time as an equal amount of overtime has been worked by or offered to the employee(s). If an equal amount of such overtime work has not been worked by or offered to the employee(s) at the end of such thirty (30) calendar day period, the Employer shall pay to the employee(s) a sum equal to the difference in overtime earnings between what the employee(s) would have earned if the error had not occurred and the amount of overtime earnings accrued or offered to the employee(s) during said thirty (30) calendar day period. The said thirty (30) calendar day period shall commence upon the day on which the immediate supervisor is notified by the employee(s) that an error was made in the offering of overtime work. The employee must submit the complaint in writing to the Department Head prior to the end of the pay period following the pay period in which the error is claimed to have occurred or no violation shall be considered to exist.
- J. Any employee on approved vacation leave or administrative leave shall not be eligible for the callboard as described in this section for the duration of the approved leave. For purposes of this section approved leave shall begin and end on the date and time of the leave as requested by the employee and/or approved by the Employer.

The above Callboard procedures shall not be applicable to overtime situations wherein the overtime results from the continuation of work begun during regular working hours. Employees working on a project during their regular working hours which the Employer elects to continue following the employees' regular quitting time, shall remain assigned to such project until the project is completed or the employee(s) are relieved.

**Section 20.7.** In the event that the Employer permits employees to voluntarily trade or exchange work shifts, the Employer shall not be obligated as a result thereof to pay overtime compensation to any employee involved in such shift exchange or trade. This section shall not apply to any shift exchange or trade made at the request or convenience of the Employer.

**Section 20.8.** Employees may be required to work any scheduled overtime. When scheduled overtime is required, the Employer shall attempt to notify employees as far in advance as practicable.

**ARTICLE 21**  
**MEALS**

**Section 21.1.** Employees, who are required to work more than twelve (12) consecutive hours as a result of unscheduled overtime, shall be entitled to a meal to be provided at the Employer's expense and at the job site, at/or about the conclusion of such twelfth (12th) hour and as the work permits.

**Section 21.2.** The cost of those meals provided, pursuant to this article, shall not exceed \$5.00 for each employee per occurrence.

**Section 21.3.** The cost of such meals shall not be counted toward entitlement to overtime compensation, nor shall such cost be included in calculating an employee's overtime rate of pay for FLSA purposes.

**Section 21.4.** This article shall not apply to scheduled overtime periods of work unless the Employer fails to notify the employee in advance of the duration of the overtime assignment and the employee is required to work more than twelve (12) consecutive hours of overtime.

**ARTICLE 22**  
**CALL-IN PAY**

**Section 22.1.** If an employee, who is not on standby duty assignment, is called in by the Employer to report for work outside of the employee's normal workday, or on the employee's regular day off, the employee shall be paid for not less than two (2) hours work at the applicable rate of pay.

**Section 22.2.** Call-in pay shall not be applicable to call-ins which are contiguous to the employee's regular work shift and therefore not requiring additional travel to and from work. If the call-in is contiguous to the employee's regular work shift the employee shall be paid at the applicable hourly rate for all hours actually worked.

**Section 22.3.** Supervisory and management level employees who are not on standby shall participate in such call-in assignments as provided in Article 9 of this Agreement.

**ARTICLE 23**  
**STANDBY DUTY PAY**

**Section 23.1.** The parties acknowledge and agree that due to the nature of the Employer's services and operations, the Employer may, at times, require employees to assume standby duty status and to thus be prepared to report immediately for duty at any time as needed.

**Section 23.2.** Employees shall receive twenty-two dollars (\$22.00) standby duty pay for each twenty-four (24) hour period the employee is required to perform such standby duty.

**Section 23.3.** No employee shall be required to be on standby duty more than seven (7) consecutive twenty-four (24) hour periods during any calendar month.

**Section 23.4.** When an employee is assigned to standby duty, the Employer shall provide the employee with a telephonic call response device, such as a “pager” or “cell phone,” in order that the employee may be contacted as needed. In the event the employee’s activities take the employee out of the range of such pager, the employee shall inform the Employer of the location that the employee may be reached by telephone. Such pager shall be provided by the Employer at no cost to the employee.

**Section 23.5.** In the event an employee is required to report for work while on standby duty assignment, the employee shall be compensated for all such time actually worked at the rate of one and one-half (1-1/2) times the employee’s usual, straight-time hourly rate of pay; however, when so required to report for work the employee shall receive a minimum of one (1) hour’s pay at one and one-half (1-1/2) times the employee’s usual straight-time hourly rate of pay. In computing the actual time worked when the employee is so required to report for work the employee’s actual travel time incurred in traveling to the job site or location shall be included but the employee’s travel time incurred in returning to the employee’s home or other location after completion of the required work shall not be included. Upon completion of the work the employee was called upon to perform, the employee shall contact the person or the department that notified the employee to report for work for the purpose of determining whether other required work then exists for the employee to perform.

**Section 23.6.** The standby duty pay, referred to in Section 23.2 above, shall not be compounded or pyramided and time spent while on standby will not be regarded as working time; such hours shall be excluded in calculating an employee’s entitlement to overtime compensation. However, the payment for standby time will be included in the regular rate for computing overtime compensation under FLSA.

**Section 23.7.** Supervisory and management-level employees may participate in such standby duty assignments along with bargaining unit employees on a rotational or sequential basis but only as otherwise provided in this Agreement.

**Section 23.8.** The following also applies to employees in the Electric Distribution Department:

1. Employees in the Second Class and First Class Lineman positions are required to perform standby duty in accordance with this article. Each employee will be placed on standby for no longer than seven (7) consecutive days, in turn, as determined by the Superintendent of Electric Distribution.
2. Should the number of personnel available to perform standby duty become less than four (4), the Superintendent of Electric Distribution will be placed into the standby rotation.
3. Should an employee become unavailable to perform standby duty, such as due to illness or injury, the next employee in the rotation shall perform the standby duty of

the absent employee. However, when it becomes known that an employee will be unavailable to perform standby duty for an extended period and, as a result, the number of personnel available to perform standby duty is less than four (4), the Superintendent of Electric Distribution will serve the standby duty of the absent employee. For purposes of this Agreement, an extended period shall mean a minimum of five (5) workdays.

## **ARTICLE 24**

### **WEATHER CONDITIONS**

**Section 24.1.** The parties acknowledge and agree that weather conditions such as rain, snow, ice, fog, high winds and threat of tornado may at times prevent the performance of work in positions where employees normally work continuously outside. The parties further acknowledge that in most situations the Employer's supervisory personnel will recognize the impact of such weather conditions upon the performance of such normal outside work and, when such work is rendered impractical by the existence of such weather conditions, assign such employees to alternative work if any such alternative work is available, regardless of whether the alternative work is related to the employees' normally assigned duties.

**Section 24.2.** The parties further agree that the above mentioned employees shall immediately report to their immediate supervisor those weather conditions, such as referred to in Section 24.1 above, which prevent the performance of normal work. In the event that the employees and their immediate supervisor are unable to agree as to whether or not such weather conditions prevent the performance of normal work, the Department Head and the appropriate Union Steward shall meet and discuss the impact of such weather upon the safety of the work force, the urgency and importance of usually required and necessary work and the availability of alternative work. If the appropriate Union Steward and Department Head are unable to agree as to the performance of normal work under such weather conditions, the matter shall then be submitted to the Director of Public Service and Safety who shall meet and confer with the Union President or a ranking Union official in the absence of the President. If the matter is not resolved between the Director of Public Service and Safety and Union President, or ranking Union official in the absence of the President, it shall then be subject to the procedure in Section 14.5 (Safety).

**Section 24.3.** In the event that it is determined that normal work cannot be performed in accordance with the procedure outlined in this article, employees thereby affected shall be assigned to such work as can be performed under such weather conditions either in their department or out of their department, if any such work exists. If no such work is available, employees so affected shall be released without pay according to their seniority. However, employees so released without pay may utilize accumulated but unused vacation leave credit so as to avoid time lost. Employees called back to work after being sent home shall be considered in "Call-In Pay" status.

**Section 24.4.** The provisions of this article shall not apply to emergency work situations involving public safety or continuance of service. For the purposes of this article, emergency work shall mean work which is caused by a sudden or unexpected occurrence or combination of occurrences

demanding prompt action of such a nature that, unless performed immediately, the basic obligation of the Employer to maintain safe and uninterrupted service might be affected.

**ARTICLE 25**  
**TEMPORARILY WORKING OUT OF CLASSIFICATION**

**Section 25.1.** In the event an employee is temporarily assigned by the Employer to perform the duties of a position that is classified as a higher pay range than the pay range of the position to which the employee is regularly assigned, the employee shall be paid at that rate specified for the step in such higher pay range that most immediately exceeds the employee's usual rate of pay; provided the employee is so temporarily assigned to and works in such position more than eight (8) working hours during the normal forty (40) hour workweek.

**Section 25.2.** The Employer agrees not to rotate or make successive daily assignments for the sole purpose of avoiding payment of such higher rates of pay.

**ARTICLE 26**  
**EDUCATIONAL REIMBURSEMENT**

**Section 26.1.** Upon written request of the employee, the Employer may approve the reimbursement of an employee's expenses incurred in obtaining additional education or training in an area or field directly related to the employee's job. Newly hired employees shall not be eligible for such reimbursement until they have successfully completed one (1) year of service with the City of St. Marys.

**Section 26.2.** For education programs not related to state examinations for certification and advancement in water and wastewater treatment or water distribution or wastewater collection, the following requirements shall apply:

- A. No such reimbursement shall be permitted unless the employee obtains approval therefore prior to incurring expenses. Such reimbursement shall be totally at the Employer's discretion and also shall be dependent upon the availability of funds and the relationship of the class or program to the employee's responsibilities as determined by the Employer.
- B. If approved by the Employer, reimbursement may include registration fees, tuition and/or the cost of books or other materials required for the course. Reimbursement shall not include testing fees, mileage or other vehicle costs, reimbursement for classes in which the employee tests out of, or costs to receive credit for life experiences.
- C. An employee shall only receive such reimbursement upon successful completion of the course or program with the equivalent of a "C" grade or higher; and submission of invoices provided by the institution detailing the cost of each course taken.

**Section 26.3.** 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 higher paying positions of Class I, II or III Water or Wastewater Treatment Plant Operator or Water Distribution or Wastewater Collection shall be considered voluntary.

**Section 26.4.** Employees desiring to participate in training programs and take state examinations for advancement to Class I, II or III certification in Water or Wastewater Treatment or certification in Water Distribution or Wastewater Collection will be entitled to the following, once for each certification:

- A. Registration and fees for voluntary classroom training will be paid by the Employer;
- B. Mileage expense to and from training program or use of a City vehicle;
- C. Registration and testing cost to take the state examination for certification as a Class I Water or Wastewater Treatment Plant Operator or Certification for Water Distribution or Wastewater Collection, if the employee successfully passes the test;
- D. Class II and III Water and Wastewater Treatment or Water Distribution Wastewater Collection: time off, with pay, if class or test hours fall during normally scheduled working hours of the employee. Employees are encouraged to voluntarily cooperate with each other to work out time off for course hours so overtime hours for fill-in work are kept to a minimum.
- E. Meal expenses if course is over four (4) class hours in a day, with proper receipts in compliance with City guidelines;
- F. Operator In Training: The work schedule of the Operator in Training 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;
- G. Expenses for training and certification testing as a Class II or Class III Operator shall only be paid if the employee has successfully obtained the next lower certification unless otherwise authorized by the Director of Public Service and Safety.

**Section 26.5.** 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 Water and Wastewater Treatment Plants and Water Distribution and Wastewater Collection Departments without additional cost to the City. In the event an excessive number of employees desire to participate in training programs at the same time, Water or Wastewater Treatment Plant Operators in Training shall be given first priority to obtain their Class I Treatment Plant Operator licenses. Thereafter, participation shall be based on seniority preference.

**Section 26.6.** The Water and Wastewater Treatment Plant Operator in Training position shall be an entrance level position until the employee is able to obtain state certification as a Water and

Wastewater Treatment Plant Operator. Any employee in this classification failing to obtain certification within three (3) years following the appointment as a Water or Wastewater Treatment Plant Operator in Training shall be removed for incompetency.

**Section 26.7.** Time spent by employees attending lectures, meetings, classes and training programs is not considered hours worked when all four of the following criteria are met:

- A. Such time is spent outside normal working hours;
- B. Attendance by the employee is voluntary;
- C. The lecture, meeting, class, or training program is not directly job-related; and
- D. The employee does not perform any productive work for the Employer during the employee's attendance.

Training is directly job-related if it is designed to enable the employee to perform the employee's job more effectively. Training is not job-related if it is designed to train the employee to perform a different job.

Voluntary attendance by an employee at an independent school or college outside working hours is not considered hours worked, even if the courses taken are directly job-related.

**Section 26.8.** The Employer reserves the right to reduce the amount of any reimbursement for voluntary training expenses by the amount of compensation paid to an employee for overtime hours generated as a result of such training.

## **ARTICLE 27**

### **TRAVEL REIMBURSEMENT**

**Section 27.1.** Employees covered by this Agreement, who are required by the Employer to use their personal vehicles for the conduct of the Employer's operations and services, shall be reimbursed at the current IRS rate per mile. All employees requesting travel reimbursement must submit an appropriate request form and obtain approval, in advance, from the Director of Public Service and Safety.

**Section 27.2.** The Employer shall not be required to reimburse an employee for mileage expenses incurred in reporting for work or incurred after release from duty.

**Section 27.3.** Employees shall record all such reimbursable mileage traveled and shall complete and submit to the Employer all forms and documents required by the Employer in connection with the reimbursement of such mileage expense. All such mileage expense must be approved by the Director of Public Service and Safety prior to reimbursement therefore.

**ARTICLE 28**  
**CERTIFICATION INCENTIVE**

**Section 28.1.** Employees who obtain State of Ohio certification for the operation of a water distribution system, wastewater collections system, water treatment plant, wastewater treatment plant, water or wastewater laboratory facility shall be placed in the respective job classification and pay range recognizing such certification or license. To be so eligible, the employee must hold a current position which utilizes the knowledge obtained by the certification or licensing process as a laboratory technician or operator of a facility or system.

**ARTICLE 29**  
**HEALTH INSURANCE**

**Section 29.1.** The City shall provide a health insurance plan(s) for all regular full-time employees covered by this Agreement. Such plan(s) shall also include coverage for the employee's current spouse as well as eligible dependent children.

**Section 29.2.** The types and levels of benefits to be provided under this article shall be as agreed to by the City of St. Marys and the various employee groups covered under the plan(s). The plan(s) will be jointly reviewed by the City and one representative from each of these groups on an annual basis and any reduction in coverages provided under the plan(s) will be determined by a majority vote of participants voting. In addition to Local 552 of the UWUA, the other groups involved are: the Ohio Patrolmen's Benevolent Association (Police), the Ohio Patrolmen's Benevolent Association (Dispatchers), the International Association of Firefighters, and that group of non-bargaining employees also covered under the plan(s). Any increase in coverage provided under the plan(s) shall be subject to negotiations between the City and the above listed groups.

**Section 29.3.** The premiums relating to the benefits and coverages under any offered plan(s) shall be paid in a manner explained in this section. The Employer and employee agree to pay the total amount of premiums for such coverages as provided in the plan(s) for each eligible employee requesting coverage as follows:

PPO Plan

Effective January, 2013:

Employer's Share – 83% of monthly premium

Employee's Share – 17% of monthly premium

Effective January, 2014:

Employer's Share – 80% of monthly premium

Employee's Share – 20% of monthly premium

HSA Plan

Effective January, 2013:

Employer's Share – 90% of monthly premium

Employee's Share – 10% of monthly premium

The Employer shall contribute \$500.00 to each non-probationary bargaining unit employee's health savings account (HSA) provided the employee is eligible for and enrolled in a family plan at the time of the contribution. Such Employer contribution shall be made only once per calendar year and no later than February 1.

The Employer shall contribute \$250.00 to each non-probationary bargaining unit employee's HSA provided the employee is eligible for and enrolled in a single plan at the time of the contribution. Such Employer contribution shall be made only once per calendar year and no later than February 1.

**Section 29.4.** All employees covered under this article shall be given a copy of the applicable plan explaining the benefits and coverages provided under the plan selected.

**Section 29.5.** All persons covered under a health insurance plan offered by the City of St. Marys shall be subject to and comply with all terms and conditions set forth in the applicable plan.

**Section 29.6.** The Employer, in cooperation with those employee groups listed in Section 29.2 of this article, shall make a reasonable effort to obtain such health insurance wherever and whenever possible so as to minimize the premium amounts that the employees may be required to pay and to maintain such benefits and coverages that might be mutually agreed upon.

**Section 29.7.** In order to maintain health insurance benefits at a level that is agreeable to all parties involved, the parties agree that consideration and possible selection of alternative health insurance plans available shall be addressed through the cooperative efforts of the City and all those groups listed in Section 29.2 of this article.

**Section 29.8.** Subject to IRS rules and regulations, the Employer agrees to provide a "Section 125" provision for employees' contributions to the health insurance premiums and contributions to a health savings account (HSA).

**Section 29.9.** The Employer shall continue to pay the City's share of the health insurance premium, provided the employee continues to pay his or her share, following the date an employee enters inactive pay status, as provided in the health insurance plan.

**ARTICLE 30**  
**LIFE INSURANCE**

**Section 30.1.** The City shall provide group term life insurance in the amount of \$15,000 upon the life of each full-time employee so long as the employee remains in active pay status.

**Section 30.2.** Except as otherwise provided in this article, the Employer shall pay all premiums incurred in providing such life insurance coverage.

**Section 30.3.** The Employer shall endeavor to obtain such life insurance coverage under a policy or plan whereby the covered employee may obtain, at the employee's own cost, an equal amount of such insurance coverage upon the lives of the employee's current spouse and dependent children. Such policy or plan may also provide that the employee may also obtain, at the employee's own cost, other forms of life insurance upon the lives of the employee, current spouse and dependent children under the age of nineteen (19) years.

**Section 30.4.** All benefits and coverages provided under such group term life insurance policy or policies, shall be subject to and limited by the terms and conditions set forth in the contract of insurance existing between the Employer and the issuing insurer or insurers.

**Section 30.5.** So long as no reduction in benefits or coverage results, the Employer shall be free to choose the insurance company or companies under whose policy or policies such benefits and coverages will be provided.

### **ARTICLE 31** **WAGES AND PAYDAYS**

**Section 31.1.** For the term of this Agreement the Employer will pay, and the Union will accept, the hourly wage rates and pay ranges applicable to bargaining unit positions as set forth in the appropriate Wage Schedules appended hereto. Said wages shall be paid by check on Friday of each week.

**Section 31.2.** Progression within said pay ranges from the minimum to the maximum shall be set forth below:

- A. Newly hired employees who begin their employment between January 1 and June 30 shall progress to Step 2 on the first full pay period following their anniversary date. Employees shall progress to the next step beginning the first full pay period after January 1 of the following year.
- B. Newly hired employees who begin their employment between July 1 and December 31, shall progress to Step 2 on the first full pay period following January 1 after the completion of their probationary period. Employees shall progress to the next step beginning the first full pay period after January 1 of the next year.

**ARTICLE 32**  
**LONGEVITY PAY**

**Section 32.1.** Each permanent full-time employee who has completed a minimum of five (5) years of continuous employment with the City of St. Marys as of December 31st of the previous year, shall receive an annual longevity payment as provided below.

**Section 32.2.** The amount of such annual longevity payment shall be equal to twenty-five dollars (\$25.00) for each year of continuous employment up to a maximum of thirty (30) years. Therefore, no employee's annual longevity payment shall exceed seven hundred fifty dollars (\$750.00).

**Section 32.3.** An employee shall be paid the annual longevity pay no later than the second Friday of January.

**Section 32.4.** To be eligible for such longevity payment an employee must be employed by the Employer on December 31 of each year. However, employees who retire under OPERS shall be entitled to the proportionate amount of the longevity the employee would be entitled to the following January.

**ARTICLE 33**  
**PUBLIC EMPLOYEES RETIREMENT SYSTEM**

**Section 33.1.** The Employer shall continue to participate in the Ohio Public Employees Retirement System as provided in and required by the Ohio Revised Code.

**ARTICLE 34**  
**SICK LEAVE**

**Section 34.1.** The parties recognize that sick leave is a benefit and abuse will not be tolerated. Employees earn and accumulate sick leave at the maximum rate of .0575 hours of sick leave for each hour in active pay status with the Employer, except as otherwise provided in Section 34.2. However, the earning of sick leave shall be pro-rated according to the number of hours of completed service in a pay period, and no sick leave shall be earned as a consequence of overtime hours worked. Unused sick leave shall accumulate without limit.

**Section 34.2.** No sick leave credit will be earned while an employee is on sick leave, leave of absence without pay, laid off, suspended or absent without leave.

**Section 34.3.** Sick leave shall be charged in minimum units of one-half (1/2) hour. An employee shall be charged for sick leave only for hours upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. An employee who is scheduled to work on a holiday, but is absent, shall not be

entitled to receive both sick leave and holiday pay. The employee may only receive holiday pay in accordance with the Holiday article herein.

**Section 34.4.** An employee shall furnish a satisfactory, written and signed statement (i.e., Leave Request Form), to justify the use of sick leave; and/or, in accordance with Section 34.6, a City of St. Marys physician statement stating the nature of the illness from a licensed physician, dentist or chiropractor.

**Section 34.5.** When an employee is unable to report to work, the employee shall notify the 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 other arrangements are made with the employee's supervisor. When reporting off sick the employee must advise the immediate supervisor of the reason for the request for sick leave. Sick leave is not authorized or approved for payment until the employee has submitted a written request for sick leave and had it approved by the Department Head and Director of Public Service and Safety.

**Section 34.6.** An employee who has established a record of excessive or pattern of absences as determined by the Director of Public Service and Safety or with an illness or disability of more than sixteen (16) hours shall be required to furnish a statement from the employee's physician before returning to work, notifying the Employer that the employee was unable to perform the duties required during the period of absence and is able to return to work. Where sick leave is required to care for a member of the immediate family, the Employer shall require a statement to the effect that the presence of the employee is necessary to care for the ill person, if the immediate family member's illness or disability consists of more than sixteen (16) hours.

**Section 34.7.** In the event an employee has demonstrated an inability to perform the required duties of the employee's position satisfactorily, has used sick leave in an excessive manner or in determining an employee's mental or physical ability to perform work for and represent the Employer, medical evidence presented by the employee may be relied upon or, in its discretion, the Employer may require the employee to submit to an examination paid for by the Employer and conducted by a physician selected by the Employer. If the employee does not agree with the opinion of the physician selected by the Employer, the employee may request to be examined by a third physician whose selection shall be mutually agreed upon by the employee's physician and the physician selected by the Employer. The opinion of the third mutually agreed upon physician shall be binding upon the Employer, the employee and the Union and such third physician's fees and charges shall be shared equally by the Employer and the employee. Bargaining unit employees determined to be permanently disabled to perform the essential functions of their position may be disability separated from employment.

**Section 34.8.** Sick Leave may be granted to an employee under the following circumstances:

- A. Illness or injury of the employee or a member of the immediate family wherein the employee's presence is required for the personal care of the ill or injured family member;

- B. Medical, psychological, dental or optical examination or treatment of the employee or a member of the immediate family, which requires the attendance of the employee and which cannot be scheduled during non-working hours;
- C. If a member of the employee's immediate family is afflicted with a contagious disease which requires the care and attendance of the employee or, through exposure to a contagious disease, the presence of the employee at work would jeopardize the health of others;
- D. Pregnancy and/or childbirth and conditions related thereto. An employee (father) may be granted eight (8) hours (one [1] day) sick leave on the day of the birth of the employee's child and eight (8) hours (one [1] day) sick leave on the day the child is brought home from the hospital, if either occurs on a working day.
- E. An employee may use up to eight (8) hours (1 day) of sick leave, if necessary, to take a member of the employee's immediate family to or from the hospital and/or doctor, or to make arrangements for the care of the ill or injured person, provided no other person is available;
- F. An employee may use up to eight (8) hours (1 day) of sick leave, if necessary, on the day surgery is to be performed on the employee's spouse and/or children, if such occurs on a working day;
- G. Sick leave shall not be used by the employee for convalescence of a member of the immediate family.

**Section 34.9.** The definition of immediate family for purposes of this article shall be: spouse, parent (natural, step or in-law), and children (including step-children).

**Section 34.10.** Employees failing to comply with sick leave rules and regulations may not be paid. Falsification of applications for sick leave or the filing of sick leave applications and documentation with intent to defraud, shall result in the disapproval of sick leave and shall be grounds for disciplinary action, up to and including discharge.

If an employee uses sick leave:

- On four (4) separate occasions of sixteen (16) hours or less per occasion during any twelve (12) month period, the employee shall receive verbal counseling.
- On five (5) separate occasions of sixteen (16) hours or less per occasion during any twelve (12) month period, the employee shall receive a written reprimand.
- On six (6) or more occasions of sixteen (16) hours or less per occasion during any twelve (12) month period, the employee's use of sick leave shall be limited as follows:

The first two (2) consecutive days of any sick leave occasion will be without pay.

\* The word "occasion(s)" as used in this Section shall mean each time sick leave is used, except in the case of: a death in the immediate family; birth of the employee's child; the day the newborn child is brought home from the hospital; the day an employee's immediate family member undergoes surgery; sick leave required by a physician and pre-approved by the Employer for a regularly scheduled course of medical treatment which cannot be scheduled outside regular working hours; or an on-the-job injury compensable by the Bureau of Workers' Compensation with the length of absence verified by a licensed physician.

The reduction of sick leave as provided under this section shall not preclude the Employer from taking further disciplinary action for excessive or unexcused absenteeism.

Any employee who has established a record of excessive or pattern of absences as determined by the Director of Public Service and Safety, may be required to furnish a statement from the employee's physician for each use of sick leave for a predetermined time limit. The Employer also maintains the right to investigate all absences.

**Section 34.11.** In accordance with this article, payment of accrued but unused sick leave will be made to each employee having ten (10) or more years of continuous service with the Employer upon disability or service retirement under the Ohio Public Employees Retirement System from active service with the Employer. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee and the amount of such payment shall be twenty-five percent (25%) of the employee's accrued but unused sick leave hours. Such payment shall in no event exceed payment for five hundred and twenty (520) hours. In the event of the death of an employee such payment shall be made to the employee's surviving spouse. If there is no surviving spouse such payment shall be made to the employee's estate.

**Section 34.12.** An employee who previously worked in another political subdivision of the State of Ohio may be credited with unused sick leave credits (up to 960 hours) upon proper certification provided the employee is employed by the City of St. Marys within one (1) year of separation from the employee's previous employment with the other political subdivision.

**Section 34.13.** Employees who have demonstrated excellent attendance by not utilizing any sick leave, leave without pay, or receiving any suspensions from January 1st through June 30th of each calendar year; shall be granted eight (8) hours of personal leave. Further, any employee who demonstrates excellent attendance by not utilizing any sick leave, leave without pay, or receiving any suspensions from July 1st through December 31st of each calendar year shall be granted eight (8) hours of personal leave.

Personal leave must be requested in advance and shall be subject to the approval of the Department Head and Director of Public Service and Safety based on the operational needs of the Department and available staffing.

Personal leave must be scheduled in minimum increments of four (4) hours. Employees must be employed by the City of St. Marys for the full six (6) month period in order to be eligible to earn personal leave.

Except as otherwise provided herein, personal leave shall be used during the six (6) month period immediately following the six (6) month period in which the personal leave was earned. In the event the employee was unable or chose not to schedule the personal leave, and fails to submit a written request for payment of the personal leave balance within seven (7) days following the end of the applicable six (6) month period will automatically be paid the personal leave balance.

Personal leave shall be granted on a first-come, first-serve basis subject to approval as outlined above. Previously scheduled vacation shall have priority over personal leave requests submitted thereafter.

### **ARTICLE 35** **FAMILY AND MEDICAL LEAVE**

**Section 35.1.** Pursuant to the Family and Medical Leave Act of 1993, employees shall be entitled to such Family and Medical Leave as provided by the Act. The Employer shall comply with its duties and obligations under the Family and Medical Leave Act of 1993. The Employer may promulgate policies in furtherance of this objective that do not conflict with this Agreement and/or the Family and Medical Leave Act of 1993. Any ambiguities in its duties and obligations shall be resolved by reference to the FMLA, 29CFR 825 and applicable case law. References herein to the Family and Medical Leave Act of 1993 includes subsequent amendments.

### **ARTICLE 36** **INJURY LEAVE**

**Section 36.1.** In the event an employee sustains an injury compensable for lost time under Workers' Compensation while in the proper performance of the employee's assigned job duties with the Employer, the employee will receive full pay during the resulting period of disability for a period not to exceed ninety (90) consecutive calendar days, commencing with the date of such injury, subject to the following conditions:

- A. The employee shall immediately notify their supervisor and submit a completed Employee Injury Report within twenty-four (24) hours of the injury to their supervisor or, if unable to do so, the employee's immediate supervisor may submit the report, and the employee will complete the appropriate paperwork required by the Ohio Bureau of Workers' Compensation;
- B. The employee waives no rights under BWC allowable by law;

- C. The employee shall be placed on sick leave, subject to the provision of the Sick Leave Article contained herein, until notification is received from the Bureau indicating whether or not the claim is compensable for lost time. If the employee's claim is deemed compensable for lost time under Workers' Compensation, the Employer will re-credit the sick leave hours used during that period.

If the employee's claim is denied, the employee shall be deemed ineligible for any injury leave benefits; therefore, sick leave hours used during said period will not be re-credited. Employees are prohibited from receiving payment for sick leave while simultaneously retaining payment from Workers' Compensation;

- D. During such period of compensable injury the Employer may require the employee to perform any duties then available within the limitations of the employee's injury or resulting disability;

Injury leave shall terminate immediately if the employee resigns, accepts other employment, or becomes self-employed during such period of injury leave.

**Section 36.2.** To be eligible for such injury leave the employee shall first execute a release of information which will authorize the Employer to examine the employee's medical records and receive requested reports from the employee's physician(s).

**Section 36.3.** An employee requesting or on injury leave may be required to submit to a physical examination conducted by a physician or physicians selected by the Employer for the purpose of establishing the validity of the employee's claim for injury leave and subsequent benefits as provided for in this article.

**Section 36.4.** Employees on Injury Leave shall receive their regular hourly, daily or weekly rate for the period of time they are on injury leave.

**Section 36.5.** Any employee who exhausts the 90 consecutive calendar days pay as provided for in Section 36.1 and is still collecting Workers' Compensation but in inactive pay status, shall continue to accrue vacation benefits pursuant to Article 42 for an additional 90 calendar days.

## **ARTICLE 37**

### **MILITARY LEAVE**

**Section 37.1.** The Employer shall grant a leave of absence, without pay, to an employee who enters active service in the Armed Forces of the United States and subsequent reemployment rights in accordance with existing law.

**Section 37.2.** Military leave and pay shall be in accordance with Ohio Revised Code Section 5923.05.

**ARTICLE 38**  
**JURY LEAVE**

**Section 38.1.** An employee called on and reports for jury service during regularly scheduled working hours shall be granted a leave of absence with pay during such jury service.

**Section 38.2.** If an employee is released from jury service on any workday when four (4) or more hours remain in the normal workday at the time of release, the employee shall then report for work.

**Section 38.3.** All compensation received by an employee as a result of the jury service shall be remitted by the employee to the Employer. However, the employee shall not be required to remit to the Employer those sums paid to the employee as reimbursement for actual expenses, such as travel incurred in connection with jury service.

**Section 38.4.** In order to be eligible for payment, the employee must notify the employee's supervisor within a reasonable time after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

**ARTICLE 39**  
**FUNERAL LEAVE**

**Section 39.1.** An employee shall be entitled to funeral leave with pay for up to three (3) workdays to make household adjustments, arrange for the funeral service and to attend the funeral service in the event of the death of the employee's:

- Current spouse;
- Child or step-child;
- Mother or step-mother;
- Father or step-father;
- Brother or step-brother;
- Sister or step-sister;
- Mother-in-law;
- Father-in-law; or
- Person standing in place of employee's parent (loco parentis).

Employees shall not be entitled to funeral leave for any days following the date of the funeral unless approved by the Director of Public Service and Safety.

**Section 39.2.** An employee shall be entitled to funeral leave with pay for one (1) day to attend the funeral services in the event of the death of the employee's:

- Grandparent;
- Grandchild;

Brother-in-law;  
Sister-in-law;  
Grandparent-in-law;  
Son-in-law;  
Daughter-in-law; or  
Person standing in place of spouse's parent (loco parentis).

Employees shall not be entitled to funeral leave for any days following the date of the funeral unless approved by the Director of Public Service and Safety.

**Section 39.3.** If requested, a Department Head may release an employee from duty with pay for that period of time required to attend the funeral of a person employed by the Employer at the time of death; provided that such release time shall not be granted if overtime is caused thereby or if in the exercise of the Employer's discretion the Department Head determines that such release time would impair the operations of the department or interfere with the Employer's ability to provide services to the public.

**Section 39.4.** In the event of the death of any person referred to in this article, no employee shall receive funeral leave with pay for any day or part of a day which the employee was not otherwise regularly scheduled to work.

**Section 39.5.** Employees shall notify the City as soon as possible regarding their need for funeral leave. Such notification shall include the name of the deceased relative and the relationship to the employee. The employee shall provide the City with documentation of the employee's attendance at the funeral or memorial service. Such documentation shall include the obituary or remembrance card for the deceased provided at the funeral home.

## **ARTICLE 40**

### **LEAVE OF ABSENCE WITHOUT PAY**

**Section 40.1.** A physically incapacitated employee who has exhausted all other available leave may request a leave of absence without pay. A leave of absence without pay for a period not to exceed six (6) months may be granted when the employee furnishes satisfactory medical proof of temporary disability along with the written request and is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution;
3. Declared temporarily incapacitated for the performance of the essential functions of the employee's position by a licensed physician.

**Section 40.2.** The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.

**Section 40.3.** Upon completion of the leave of absence, the employee shall furnish a statement by a physician releasing the employee to return to work and perform all the essential functions of the employee's position. The Employer may also require the employee to be examined by a physician selected by the Employer prior to permitting the employee to return to work. The cost of the examination by the physician selected by the Employer shall be paid by the City. The employee shall be returned to the same classification provided such classification still exists. In the event such classification has been abolished the employee may exercise such rights as the employee may have under the layoff provisions herein.

**Section 40.4.** An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer.

**Section 40.5.** Failure to return to work at the expiration of an authorized leave of absence without acceptable justification will be deemed a voluntary resignation effective on the scheduled expiration date of the authorized leave. Failure to use a leave of absence for the reasons stated in the employee's request may result in cancellation of leave and appropriate disciplinary action.

**Section 40.6.** While on an approved leave of absence without pay:

- A. Seniority shall accrue;
- B. Sick leave, vacation leave, holiday pay, and other benefits shall not accrue nor be paid;

**Section 40.7.** This Article is not applicable to employees who have been determined to be permanently incapable of performing the essential functions of the employee's position.

## **ARTICLE 41** **HOLIDAYS**

**Section 41.1.** All full-time employees shall receive their usual daily pay at their regular straight-time hourly rate for each holiday observance listed below regardless of whether they work on such holiday or not:

- New Years Day — January 1
- President's Day — third Monday in February
- Good Friday — Friday before Easter (last four [4] hours of employee's scheduled workday)
- Memorial Day — last Monday in May
- Independence Day — July 4
- Labor Day — first Monday in September

Thanksgiving Day — Fourth Thursday in November  
Day after Thanksgiving Day — Friday following Thanksgiving Day  
Christmas Day — December 25

**Section 41.2.** An employee, who does not work on the employee's last scheduled workday immediately preceding a holiday observance or who does not work on the employee's next scheduled workday immediately following a holiday observance, shall not receive the holiday pay referred to in Section 41.1 above. For the purposes of this section, only those employees on approved leave with pay and those employees who actually work shall be considered as having worked their regularly scheduled workdays before and after the above holiday observances. This Section 41.2 shall also apply to the first four (4) hours of an employee's scheduled workday on Good Friday.

**Section 41.3.** If any holiday listed in Section 41.1 above falls on a Saturday or on a Sunday (or on an employee's first or second regularly scheduled day off during the applicable workweek in the case of employees who do not normally work Monday through Friday), the holiday shall be observed on the preceding Friday or on the day preceding the employee's first regularly scheduled day off whichever is applicable.

**Section 41.4.** If an employee works on the day being observed as a holiday listed in Section 41.1 above, the employee shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours the employee actually works on such holiday.

**Section 41.5.** The premium pay an employee receives for hours actually worked on a holiday observance shall not be counted for purposes of calculating an employee's entitlement to overtime compensation and such hours shall not be included in calculating an employee's overtime rate of pay for FLSA purposes.

## **ARTICLE 42** **VACATION**

**Section 42.1.** After one (1) continuous year of employment with the Employer, each regular full-time employee shall be entitled to the following vacation leave with pay, based upon length of continuous employment and the number of non-overtime hours in active pay status:

<u>Length of Service</u>	<u>Maximum Annual Vacation Accrual</u>
Less than one (1) year	None, but vacation accrual begins at the rate of .0385 per hour worked.
One (1) year, but less than five (5) years. Rate .0385 per hour.	10 days (80 hours)
Five (5) years, but less than ten (10) years. Rate .0577 per hour.	15 days (120 hours)

Ten (10) years, but less than fifteen (15) years. Rate .0692 per hour.	18 days (144 hours)
Fifteen (15) years, but less than twenty (20) years. Rate .0769 per hour.	20 days (160 hours)
Twenty (20) years, or more. Rate .0846 per hour.	22 days (176 hours)

Vacation hours shall be accrued during the current anniversary year and normally utilized during the next anniversary year. Vacation hours accrued during the first year of employment will be credited to the employee's available vacation balance on the first pay period following the employee's completion of one (1) year of employment and accrued weekly thereafter at the rates specified above.

Upon completion of five (5), ten (10), fifteen (15), and twenty (20) years of service, the additional vacation to which the employee is entitled to in accordance with the above maximum annual vacation accrual will be credited to the employee's available vacation balance.

**Section 42.2.** After one (1) continuous year of employment with the Employer, a regular, part-time employee shall be entitled to prorated vacation leave, with pay, based upon the length of continuous employment and in proportion to that vacation leave earned by regular, full-time employees having equal service. Such prorated vacation leave shall be calculated upon such part-time employee's anniversary date and shall be based upon the number of regular straight-time hours worked by the part-time employee during the preceding twelve (12) consecutive months. Such vacation leave will be credited in whole hour units, according to the rule of rounding.

**Section 42.3.** No employee will be entitled to paid vacation leave, nor payment for accumulated vacation leave, under any circumstances, until the employee has completed one (1) continuous year of employment with the Employer. The vacation period for each employee shall begin on the first anniversary date of the employee's employment.

**Section 42.4.** Employees may be entitled to vacation service credit as stated in O.R.C. 9.44, provided the interruption in their term of public employment has not, for whatever reason, exceeded one (1) year.

**Section 42.5.** In the case of retirement, resignation, death or permanent disability retirement, vacation leave credit will be prorated based upon the date of the employee's death or the date of the employee's separation from employment with the Employer. In order to receive such benefit the employee must give the Employer fourteen (14) days notice of intent to terminate employment for any of the above reasons (notwithstanding death). Such prorated time will be deducted from the employee's final paycheck.

**Section 42.6.** Vacation shall be taken by an employee between the year in which it was earned and the employee's next anniversary date of employment. Failure to take all paid vacation leave during such one (1) year period of time shall constitute a forfeiture of the unused vacation leave and the

unused vacation shall be eliminated from the employee's vacation balance unless the following is applicable:

- A. The employee was prevented from taking vacation primarily because of the Employer's actions or due to circumstances beyond the employee's control; and
- B. The Employer has not scheduled the employee's vacation in accordance with Section 42.11 herein; and
- C. The Employer authorized the employee to carry over the unused vacation subject to the following restriction:
  - Carry over shall not exceed the vacation entitlement of the year into which the vacation is carried over.

**Section 42.7.** An employee, suffering an illness or injury, may elect to take accumulated, but unused, paid vacation leave if the employee has exhausted sick leave benefits, provided the illness or injury is such that it would have warranted authorized sick leave. The Employer may also require the use of vacation leave in accordance with the Family Medical Leave article provided herein.

**Section 42.8.** In the event an employee, while on paid vacation leave, contracts an illness or suffers an injury which requires the care of a physician, the employee may request, upon showing proper evidence, to charge such absence to the accrued, but unused, sick leave. Proper evidence shall be deemed to mean a physician's statement which specifies the nature of the illness or injury, the patient's inability to perform the duties of the employee's position, and the dates medical care was administered. No leave prior to the date care was administered shall be converted to sick leave. Likewise, if, while on vacation leave, an employee suffers a death in the immediate family (as defined in Section 39.1 and Section 39.2 [Funeral Leave]), the employee shall be allowed, upon showing proper evidence, to charge the number of workdays that the employee is entitled to under Section 39.1 and Section 39.2 to funeral leave. Proper evidence shall be deemed to mean a copy of the applicable obituary.

**Section 42.9.** Vacation shall be scheduled subject to the Employer's workload requirements and with the approval of the employee's immediate supervisor and the Department Head. The parties agree that the Employer has the authority to determine the number of employees within each department and/or work unit, in the bargaining unit, who may be on vacation leave at the same time.

Vacation requests in increments of thirty-two (32) hours or more will receive first priority for scheduling purposes. Any vacation request submitted on or after April 1st shall have the approval or disapproval of the supervisor and Department Head within five (5) working days.

Vacation may be taken in minimum increments of one (1) hour. However, at least one (1) week of vacation must be taken in a one (1) week increment, unless authorized by the Director of Public Service and Safety.

**Section 42.10.** Departmental seniority shall determine which employees have first choice for vacation leave, provided the request for vacation leave is submitted to the Department Head between January 1st and March 15th inclusive. Such requests shall cover the calendar year April 1st to March 31st. Departmental seniority shall not apply to vacation leave requests submitted on or after April 1st. Requests submitted on or after April 1st and until March 31st shall be granted based upon workload requirements, scheduling needs, and on a first submitted basis. During the period between March 15th and April 1st a vacation calendar shall be placed in each Department and the request of the employees shall be posted in order of their seniority. Where there are conflicts in choice of vacations, the less senior employee requesting the same period shall be notified and given the opportunity to make another vacation selection. If, after April 1st, two (2) or more employees in the same work unit or department submit their requests on the same day for coinciding vacation leave periods, the determining factor will be departmental seniority.

**Section 42.11.** Any unused vacation not requested on or before April 1st will be scheduled by the Department Head. Requests to change or add unscheduled vacation to the schedule will only be considered if made at least one (1) week in advance of the requested leave period. Such requests will only be granted if the Employer's workload requirements and scheduling needs permit. An employee may request vacation with less than one (1) week advance notice provided the request is made directly to the Director of Public Service and Safety or designee and such request shall be approved or disapproved at the sole discretion of the Director of Public Service and Safety or designee.

### ARTICLE 43

#### **DISCIPLINE, DEMOTION, AND DISCHARGE**

**Section 43.1.** Non-probationary employees shall not be reduced in pay, suspended, demoted, discharged or otherwise disciplined except for just cause.

**Section 43.2.** Probationary employees shall be subject to disciplinary action up to and including discharge at the sole discretion of the Employer and such disciplinary action, including discharge, shall not be subject to the Grievance Procedure contained in this Agreement nor be otherwise appealable by the Union. However, the Employer shall give written notice to the Union when discharging a probationary employee.

**Section 43.3.** Non-probationary employees shall not be reduced in pay, suspended without pay, demoted or discharged unless the Employer first conducts a hearing. The employee to be disciplined and a Union Steward, if the employee so desires, shall be present at the hearing. Nothing in this article shall require the Employer to hold such hearing if the employee waives the right to attend the hearing.

**Section 43.4.** An employee who is reduced in pay, suspended without pay, demoted or discharged shall be given written notice of such disciplinary action, and a copy of the notice shall be given to the Union.

**Section 43.5.** In the event an employee's immediate supervisor or Department Head has cause to believe the employee may be under the influence of alcohol or improper use of drugs, the employee may be requested to submit to a medical examination or a sobriety test. The employee's refusal to submit to a medical examination or sobriety test shall establish a presumption of being under such influence. If the employee agrees to submit to such examination or test, the Employer shall provide and the employee shall accept transportation to the examination or test site. If, pursuant to such examination or test, the employee is found to be under such influence or if the employee refuses to submit to such examination or test, the Employer shall offer to provide transportation to the employee's home or to obtain such transportation. Such employee shall be subject to disciplinary action.

**Section 43.6.** Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner.

**Section 43.7.** Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Forms of disciplinary action may include:

- A. Verbal warning (time and date recorded);
- B. Written reprimand;
- C. Suspension;
- D. Discharge.

**Section 43.8.** Records of disciplinary action taken against the employee shall cease to have any force and effect or be considered in future disciplinary matters, providing there has been no intervening disciplinary action taken during the prescribed time periods:

- A. Oral reprimands — nine (9) months from the date thereof;
- B. Written reprimands — eighteen (18) months from the date thereof;
- C. Suspensions — two (2) years from the date thereof.

Notwithstanding the above disciplinary timelines, the parties may agree to a longer period for discipline to have full force and effect.

**Section 43.9.** A discharge grievance shall be initiated at Step 3 of the Grievance Procedure contained herein and a suspension grievance shall be initiated at Step 2 of said Grievance Procedure. All other disciplinary grievances shall be initiated at Step 1 of the Grievance Procedure.

**Section 43.10.** Anytime a bargaining unit employee receives a written reprimand, suspension, or discharge, a copy of the disciplinary action shall be provided to the Local Union President.

**ARTICLE 44**  
**GRIEVANCE PROCEDURE**

**Section 44.1.** The term "Grievance" shall mean an allegation by an employee or the Union that there has been a breach, misinterpretation or improper application of a specific and express written provision or provisions of this Agreement. This Grievance Procedure shall not be used to effect changes in the provisions of this Agreement nor shall it apply to matters or subjects not covered by this Agreement.

**Section 44.2.** Matters relating to Workers' Compensation and Unemployment Compensation shall not be subject to the Grievance Procedure.

**Section 44.3.** Grievances must be processed at the proper step in order to be considered at subsequent steps. However, any grievance not answered by the responding party within the prescribed time limits may be advanced by the grievant to the next step in the Grievance Procedure. Failure of the responding party to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. All time limits provided herein shall be strictly adhered to and any grievance not filed initially or appealed within the prescribed time limit will be deemed waived and void. Any grievance may be withdrawn at any point by submitting a statement to that effect in writing, or by permitting the time limits to lapse as provided above.

**Section 44.4.** Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the Employer and having said matter informally adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of the Agreement. If any grievance is so adjusted without formal determination, such adjustment shall be binding upon the parties with respect only to those parties and only to the specific matter so adjusted, but such adjustment shall not create a precedent or ruling binding upon either party in regard to other or future proceedings or grievances.

**Section 44.5.** The parties mutually desire to provide for the prompt adjustment of grievances with a minimum amount of interruption of the Employer's operations and services. Every responsible effort shall be made by the parties to effect resolution of grievances at the earliest step possible. In furtherance of this objective the following procedure shall be followed:

**Step 1.** An employee shall attempt to resolve the grievance informally with the immediate supervisor before proceeding to this step of the Grievance Procedure. A grievance must be presented in writing to the employee's immediate supervisor within ten (10) working days after the occurrence of the facts giving rise to the grievance. The employee may be accompanied by a duly authorized Union representative, if the employee requests. The immediate supervisor shall reply in writing within five (5) working days after the grievance has been presented by the employee. If the employee or the Union does not invoke Step 2 of this procedure within five (5) working days after the supervisor's reply at Step 1, said grievance shall be considered satisfactorily resolved.

Step 2. If the grievance is not resolved at Step 1, it may be presented to the Department Head within the next five (5) working days following the supervisor's answer. The Department Head shall schedule a meeting to discuss the grievance with the grieved employee(s) and one (1) Union representative, if requested by the employee, within five (5) working days after the grievance was presented. The Department Head shall answer the grievance in writing within five (5) working days after the meeting. If the employee or the Union does not invoke Step 3 of this procedure within five (5) working days after the answer is received from the Department Head, said alleged grievance shall be considered satisfactorily resolved.

Step 3. If the grievance is not resolved at Step 2, the employee or the Union may refer the grievance in writing to the Director of Public Service and Safety within five (5) working days after the Step 2 reply. The Director of Public Service and Safety shall have five (5) workdays in which to schedule a meeting with the grieved employee and the appropriate Union representative. The Director shall investigate and respond to the grievant and appropriate Union representative in writing within five (5) working days following the meeting. The decision of the Director of Public Service and Safety shall be final and binding on all parties unless the Union, within ten (10) working days after receipt of the Director's answer, notifies the other party that the grievance is to be submitted to arbitration; in which case the provisions of Section 44.6 below apply.

**Section 44.6.** The Arbitrator shall be chosen by mutual agreement of the parties. If no agreement is reached, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of nine (9) arbitrators from Ohio who are members of the National Academy of Arbitrators.

Within ten (10) working days after receipt of such panel the parties shall select the Arbitrator by striking from the panel. The party to strike the first name shall be chosen by lot. Each party shall have the option to completely reject the panel of names provided by the FMCS and request another panel.

The Arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter.

The Arbitrator shall limit a decision strictly to the interpretation, application or enforcement of those specific articles and/or section of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement nor add to, subtract from or modify the language herein in arriving at the determination on any issue presented that is properly within the limitations expressed herein. The Arbitrator shall be expressly confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The Arbitrator shall be without authority to recommend any right to relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to a period of three (3) working days prior to the date the grievance was presented to the Employer in Step 1 of the Grievance Procedure.

The question of arbitrability of a grievance may be raised by either party prior to the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the scope of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

Decisions of the Arbitrator will be final, conclusive and binding upon the parties. All costs directly related to the services of the Arbitrator shall be borne by the losing party. The expenses of any witness shall be borne, if any, by the party calling the witness. Each party shall pay its own expense incurred with respect to preparation and presentation of its case to the Arbitrator. The fees of the court reporter shall be paid by the party asking for one but the fee will be shared equally if both parties desire a court reporter's recording or request a copy of any transcripts. All costs involved in obtaining the list of arbitrators shall be borne equally by the parties.

**Section 44.7.** A grievance may be brought by any employee covered by this Agreement or the Union. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

**Section 44.8.** For purposes of this article, "working day" shall be defined as those days upon which the grieved employee was scheduled to perform services for the Employer. In counting working days at each step of the grievance procedure, the parties agree to count the working days of the grieved employee when the employee is the moving party, and the business days of the Employer when the Employer is the responding or moving party.

**Section 44.9.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed at Step 1 and the name of supervisor with whom the grievance was discussed;
- D. Date grievance was filed in writing;

- E. Date and time grievance occurred;
- F. The location where the grievance occurred;
- G. The names of all persons in addition to the grievant having knowledge of the incident of occurrence giving rise to the grievance;
- H. A description of the incident giving rise to the grievance;
- I. Specific articles and sections of the Agreement allegedly violated; and
- J. Desired remedy to resolve the grievance.

**Section 44.10.** The parties shall each provide the other with a list of their designated representatives for each step of the grievance procedure.

**Section 44.11.** This Grievance Procedure shall be the sole and exclusive method by which all matters within its scope shall be settled or adjudicated, with the exception of those matters referred to in Section 44.2 above.

**Section 44.12.** Stewards shall receive compensation at their prevailing rate of pay for time spent during their normal working hours while investigating grievances or attending Grievance Procedure hearings and meetings. However, such compensation shall be paid only to the extent that such time spent is approved by the Employer and Stewards must request permission to spend time investigating grievances or to attend such meetings and hearings at least one (1) hour in advance. Stewards shall cooperate with the Employer so that their time spent on such Union activities and thus away from their work assignments will not exceed reasonable periods of time and will not unduly interfere with or disrupt the Employer's operations and services. However, the Employer will not arbitrarily or capriciously deny stewards necessary time off in order to represent bargaining unit members.

**Section 44.13.** Accredited representatives of the Union, including staff representatives and bargaining unit employees, shall have access to the Employer's working areas and facilities at reasonable times during working hours so long as their activities do not unduly interfere with or disrupt the performance of work or the Employer's operations and services, provided prior approval has been obtained from the Director of Public Service and Safety or the designated representative. Such permission shall not be arbitrarily or capriciously denied.

## **ARTICLE 45**

### **DEDUCTION OF DUES, INITIATION FEES, AND ASSESSMENTS**

**Section 45.1.** In accordance with this article, the Employer agrees to deduct Union membership dues, initiation fees and assessments once each week from the wages of bargaining unit employees who authorize and direct such deductions by individually and voluntarily signing a written payroll deduction authorization form.

**Section 45.2.** Such payroll deduction authorization form must be presented to the Employer by the employee or the Union. Upon receipt thereof, the Employer will deduct such Union dues, initiation fees and assessments from the employee's payroll check beginning the next full pay period in the week following the week in which the authorization was received by the Employer.

**Section 45.3.** The payroll deduction authorization shall be irrevocable for a period of one (1) year or until the negotiated Agreement expires, whichever occurs first. An employee may revoke authorization for payroll deduction of dues by submitting a written notice to the Employer with a copy of the revocation to the Union, during the ten (10) day period immediately prior to the expiration of each one (1) year period or the expiration of the Agreement. If no revocation is received during this ten (10) day period the authorization for pay deduction of dues shall be considered renewed for an additional one (1) year period. 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.

**Section 45.4.** The Employer shall be relieved from making such payroll deductions for Union membership dues, initiation fees and assessments upon an employee's: (1) termination of employment; (2) transfer or promotion to a position not included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the payroll deduction authorization in accordance with the terms of this Agreement; (6) resignation from the Union; or (7) failure during any dues period involved to earn sufficient wages to permit the Employer to make all legally required deductions in addition to the deduction of Union membership dues, initiation fees and assessments.

**Section 45.5.** Neither the employee nor the Union shall have a claim against the Employer for alleged errors in the making of such deductions unless a written claim of error is made to the Employer not later than sixty (60) consecutive calendar days after the date upon which such alleged error occurred. If such error was in fact made, it will be corrected by deducting the proper amount in the next succeeding pay period.

**Section 45.6.** The weekly rate at which Union membership dues are to be deducted shall be certified to the Employer by the Secretary/Treasurer of the Union within seven (7) consecutive calendar days after this Agreement is executed, and in January of each year during the term hereof. The Employer shall be given at least thirty (30) calendar days advance written notice by the Secretary/Treasurer of the Union before being required to make any changes in an employee's Union membership dues deduction or being required to deduct any initiation fees or assessments.

**Section 45.7.** The parties agree that the Employer neither has, nor assumes, any obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union membership dues, initiation fees and assessments. The Union further agrees to indemnify and hold the Employer, and its officials, representatives and agents harmless against and from any and all claims, demands, suits, actions, proceedings and any liability, including but not necessarily limited to, damages, awards, fines, wages, judgments, interest, court costs and attorney fees which may arise by reason of, or result from, the operation of this article and/or any action taken or omitted by the Employer in attempting to comply with the provisions of this article.

**Section 45.8.** Such Union membership dues, initiation fees and assessments shall be remitted to the Secretary/Treasurer of the National Union not later than ten (10) consecutive calendar days following the end of the month in which such payroll deductions are made. After the Employer's remittance of such payroll deductions to the Union, the disposition thereof shall thereafter be the sole and exclusive obligation and responsibility of the National Union.

**Section 45.9.** Except as otherwise provided in this article, an employee's signed authorization for payroll deduction of Union membership dues, initiation fees, and assessments shall be honored by the Employer for the duration of this Agreement.

## **ARTICLE 46**

### **COUNSELING AND ASSISTANCE PROGRAMS**

**Section 46.1.** The Employer and the Union recognize the value of counseling and assistance programs to those employees whose alcoholic consumption, drug usage or mental illness interferes with the performance of their job duties and responsibilities. Therefore, upon voluntary identification of such problems and/or disorders by an employee prior to a work rule violation, as determined by the Employer, the Employer and the Union shall jointly encourage such an employee to seek necessary and available professional counseling and assistance.

**Section 46.2.** If the Employer and the employee agree that the employee should be absent from work in order for the employee to participate in such a counseling and assistance program, the employee may use accumulated sick leave and vacation credit while participating in such a program. However, the employee shall be required to verify participation in such program before such sick leave or vacation leave will be approved.

**Section 46.3.** The provisions of this article shall in no way apply to or be extended to newly hired probationary employees.

**Section 46.4.** Nothing contained in this article shall prohibit the Employer from taking disciplinary action, up to and including discharge, against an employee for acts that would otherwise be subject to discipline, committed while the employee is participating in such counseling and assistance program.

**Section 46.5.** The Employer shall not be required to absorb, withstand, pay or reimburse any expense incurred in connection with the employee's participation in such counseling or assistance program, except for the granting of sick leave and/or vacation leave as provided in Section 46.2 of this article.

**Section 46.6.** As a condition to the approval of sick leave and/or vacation leave for the purposes set forth in this article, the employee shall authorize any counseling or assistance program in which the employee is participating to release to the Employer all information requested by the Employer at any time regarding the employee's participation, attendance, progress, diagnosis, prognosis and ability to perform the employee's usual or any other job duties and responsibilities.

**Section 46.7.** All records pertaining to an employee's treatment for alcoholic consumption, drug usage or mental illness shall remain confidential and shall be kept separate from the personnel file. This section shall pertain only to records of treatment and shall not preclude the Employer from keeping pertinent records in the employee's personnel file regarding disciplinary action taken against the employee.

**ARTICLE 47**  
**BULLETIN BOARDS AND COPYING**

**Section 47.1.** The Employer agrees to provide space for the placement of eight (8) Union bulletin boards at locations and in areas to be designated by the Director of Public Service and Safety, who shall confer with the Union President before designating such locations and areas.

**Section 47.2.** All such bulletin boards shall be provided at the Employer's expense and the dimensions of each bulletin board shall not exceed twenty-four (24) inches by thirty-six (36) inches.

**Section 47.3.** All Union material of any kind posted on a Union bulletin board shall bear the signature of a local Union officer. Union notices and material relating to the following matters may be posted without the necessity of obtaining 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;
- G. Non-political publications, rulings and policies of the Union.

**Section 47.4.** All other notices and material of any kind not specified in paragraphs A through G of Section 47.3 above must be given prior approval by the Employer before the posting thereof.

**Section 47.5.** No material may be posted at any time on a Union bulletin board which contains any of the following:

- A. Personal attacks upon any other member of the Union or upon any other employee;
- B. Scandalous, scurrilous or derogatory remarks or attacks about or upon the Employer;

- C. Attacks on and/or favorable comments regarding any candidate for public office or any political issue.

**Section 47.6.** No Union-related material of any kind may be posted anywhere in or upon the Employer's facilities and premises or upon the Employer's equipment, apparatus or property of any kind except on a bulletin board designated for the Union's use.

**Section 47.7.** The Employer, without interference from the Union, shall cause the immediate removal of any material posted on a Union bulletin board or elsewhere in violation of this article.

**Section 47.8.** Prior to the posting of permitted material, one (1) copy thereof shall be submitted to the Employer.

**Section 47.9.** Union employee representatives shall be permitted, during non-working hours only, to use the Employer's photocopying equipment for the purpose of copying official and necessary Union material and documents subject to the following conditions:

- A. The Union shall be assessed a fee for all such copies made which shall be equal to the fee usually and customarily charged to non-bargaining unit employees for such privilege;
- B. The conduct of the Employer's operations and services shall take precedence over the Union's use of the Employer's photocopying equipment;
- C. The Union's use of the Employer's photocopying equipment shall not interfere with or disrupt the conduct of the Employer's operations and services.

## **ARTICLE 48**

### **UNION MEETINGS**

**Section 48.1.** The Union shall be permitted to conduct business meetings in the City's facilities subject to all the same terms and conditions that apply to other organizations and groups who are permitted to use the City's facilities. However, the Union shall not be permitted to use the City's facilities for social or other purposes unrelated to the conduct of legitimate and official Union business.

**Section 48.2.** The Employer shall not discriminate against or be required to give preferential treatment to the Union in regard to the use of the City's facilities. The Union shall submit dates of its meetings to the Employer who shall endeavor to keep such schedule as requested. However, should the Employer require use of the City's facilities, the Employer will notify the Union as soon as possible and provide assistance to the Union in locating another meeting location.

**ARTICLE 49**  
**COPYING AND SUPPLYING AGREEMENT**

**Section 49.1.** Copies of this Agreement shall be made and each employee will receive a copy.

**Section 49.2.** All costs associated with the copying of this Agreement shall be borne equally by the Employer and the Union.

**ARTICLE 50**  
**DAYLIGHT SAVINGS TIME**

**Section 50.1.** Employees required to work during the Daylight Savings Time change during April and October of each year shall be paid for their actual hours worked.

**Section 50.2.** Those employees required to work in excess of 8 hours because of the time change shall receive overtime pay in accordance with Article 20 of this Agreement.

**Section 50.3.** Those employees required to work only seven (7) hours because of the time change shall only receive seven (7) hours pay at their straight time rate.

**ARTICLE 51**  
**UNION BUSINESS TIME OFF**

**Section 51.1.** The officers of Local 552 may be granted necessary time off without pay to conduct the affairs of their Local Union by "reporting off because of Union business." The officers shall be required to receive prior approval before taking such leave. Said time off shall be considered as active pay status for the provisions of Article 42, Vacation and Article 34, Sick Leave.

**Section 51.2.** During each calendar year a total of one hundred and sixty (160) hours shall be made available for the purpose of Union Business Time Off. The following officers shall be subject to such time off and no officer shall use more than eighty (80) hours per calendar year:

President  
Vice-President  
Secretary/Treasurer  
Chief Steward  
Workers' Compensation Representative

**ARTICLE 52**  
**COMMERCIAL DRIVER'S LICENSE REQUIREMENTS**

**Section 52.1.** The parties acknowledge certain bargaining unit employees are to obtain and maintain a commercial driver's license (CDL).

**Section 52.2.** The Union recognizes that the Employer, in order to carry out its statutory mandate concerning CDLs, has the right to promulgate a CDL policy.

**Section 52.3.** The CDL policy in effect at the signing of this Agreement will be made part of this Agreement by reference and can only be changed per Article 10 of this Agreement, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to bargain over the implementation of the change.

**Section 52.4.** Employees required to have a CDL shall submit to an annual physical examination as described in federal CDL regulations.

**ARTICLE 53**  
**ELECTRICAL DISTRIBUTION DEPARTMENT QUALIFICATIONS**

**Section 53.1.** In order to ensure that the Electric Distribution Department maintains qualified linemen to perform essential functions of the department, the City and UWUA Local 552 agree that personnel hired into the Electric Distribution Department with the intention of becoming a First Class Lineman will be required to comply with the following guidelines:

- A. **First Year:** During the first year of employment as a Distribution Service Worker, the employee must enroll in and successfully complete the first year of a Lineman training course as approved by the Director of Public Service and Safety. Said employee's actual work and knowledge will be evaluated by the Electric Distribution Superintendent. The employee must pass the Superintendent's evaluation to remain in the department.
- B. **Second Year:** An employee who successfully completes the first year requirement will be promoted to a Groundman I, and will be required to enroll in and successfully complete the second year of a Lineman training course as approved by the Director of Public Service and Safety. Said employee's progress based on actual work and knowledge will again be evaluated by the Electric Distribution Superintendent. The employee must pass the Superintendent's evaluation to remain in the department.
- C. **Third Year:** An employee who successfully completes the second year requirement above will be promoted to a Groundman II, and will be required to enroll in and successfully complete the third year of a Lineman training course as approved by the Director of Public Service and Safety. Said employee's actual work and knowledge will again be evaluated by the Electric Distribution Superintendent. The employee must pass the Superintendent's evaluation to remain in the department.

- D. Fourth Year: An employee who successfully completes the third year requirement above will be promoted to an Apprentice Lineman, and will be required to enroll in and successfully complete the fourth year of a Lineman training course as approved by the Director of Public Service and Safety. Said employee's actual hands-on work and demonstrated knowledge will be evaluated by the Electric Distribution Superintendent. The employee must pass the Superintendent's evaluation to remain in the department.

**Section 53.2.** Upon successful completion of the fourth year of a Lineman training course as approved by the Director of Public Service and Safety and the Electric Distribution Superintendent's evaluation of actual work and demonstrated knowledge, the employee will be promoted to a Second Class Lineman.

After serving as a Second Class Lineman for a period of time not to exceed one (1) year from the date on which the employee completed the four (4) year Lineman training course as approved by the Director of Public Service and Safety and received satisfactory evaluations from the Electric Distribution Superintendent, the employee will be promoted to a First Class Lineman.

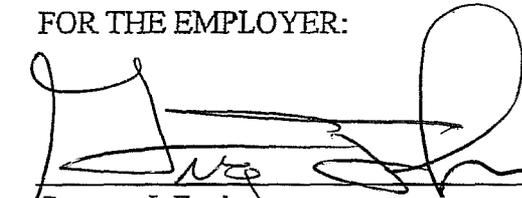
**Section 53.3.** If at any point during this time frame the employee fails to successfully complete or demonstrate any of the criteria previously mentioned, or the employee chooses to drop out of the training program, the employee will be terminated.

It is further understood by all parties that any rights under "Vacancies, Bidding, and Promotions" contained in the collective bargaining Agreement between the parties are hereby waived as well as all rights of appeal with regard to this article.

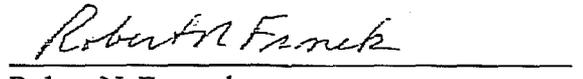
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 12<sup>th</sup> day of August, 2013.

FOR THE EMPLOYER:

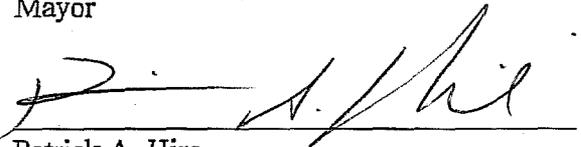
  
\_\_\_\_\_  
Gregory J. Foxhoven  
Director of Public Service and Safety

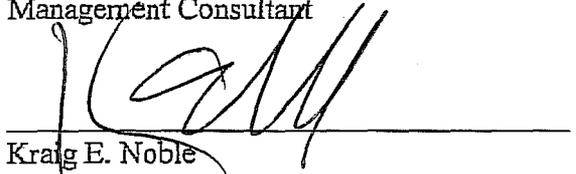
FOR THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 552:

  
\_\_\_\_\_  
Robert N. Froneck  
Union Representative

  
\_\_\_\_\_  
Patrick J. McGowan  
Mayor

  
\_\_\_\_\_  
Holland Slone  
Local 552 President

  
\_\_\_\_\_  
Patrick A. Hire  
Management Consultant

  
\_\_\_\_\_  
Craig E. Noble  
City Law Director

APPENDIX A

**Section A-1.** The parties agree that the classification titles and pay range numbers specified in Section A-2 below shall be applicable to those positions currently included in the bargaining unit effective the first full pay period following the execution of the labor agreement. Any classification titles which are stricken-out in Section A-2 will be eliminated upon the signing of this contract.

**Section A-2.**

Pay Range No.

A. UTILITIES AND TAX

*Income Tax Clerk I.....	U-17
*Income Tax Clerk II.....	U-14
*Utilities Billing Clerk I.....	U-12
*Utilities Billing Clerk II.....	U-17

B. GENERAL SERVICES

*Foreman II.....	U-24
*Public Works Maintenance Worker I.....	U-14
*Public Works Maintenance Worker II.....	U-20
*Public Works Maintenance Worker III.....	U-21
*City Mechanic I.....	U-26
*City Mechanic/General Services Worker.....	U-20

C. ENGINEERING

*Engineering Technician II.....	U-24
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D. SOLID WASTE

*Refuse Worker II.....	U-13
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## APPENDIX A

Pay Range No.

### E. ELECTRIC DEPARTMENT

*Tree Trimmer .....	U-19
*1 <sup>st</sup> Class Lineman .....	U-30
*2 <sup>nd</sup> Class Lineman .....	U-28
*Apprentice Lineman.....	U-24
Groundman I .....	U-18
Groundman II .....	U-21
Distribution Service Worker.....	U-16
*Technician II .....	U-28

### F. WATER AND SEWER DEPARTMENT

*Meter Reader II .....	U-22
Treatment Operator I.....	U-21
*Treatment Operator II .....	U-24
*Treatment Operator III .....	U-26
+*Lab Technician II.....	U-28
*Plant Maintenance/Operator I.....	U-21
*Plant Maintenance/Operator II.....	U-24
Operator in Training.....	U-18
*Plumber II .....	U-21
*Foreman V .....	U-29
*Equipment Operator III .....	U-19
**Part-time Secretary.....	U-0

\*These positions may be deleted upon being vacated at the sole discretion of the Employer.

\*\*Pay and benefits are pursuant to the Memorandum of Understanding, signed by all parties June 18, 2009, regarding the Part-time Secretary position.

+The incumbent of the Lab Technician II position shall not be increased to the U-28 scale until such time as he obtains his Class II Wastewater certification.

The Plumber II pay range modification (U-20 to U-21) shall be effective upon signing the Agreement.

## APPENDIX B

**Section B-1.** The wage schedule specified in Section B-2 below shall be applicable to those positions included in the bargaining unit effective the first full pay period following January 1, 2013. Any person hired by the City into a bargaining unit position on or after January 1, 2010, shall be paid according to Section B-3. All bargaining unit employees, employed by the Employer on or before January 1, 2013, shall be given a one-time signing bonus of two (2%) percent per employee. All bargaining unit employees employed by the Employer on or before January 1, 2014, shall be given a one-time signing bonus of two (2%) percent. These signing bonuses are a result of negotiations between the parties in SERB Case No. 12-MED-09-0863.

### **Section B-2. Wage Schedule.**

#### 2013-2014 U.W.U.A. WAGES — \$/HR.

#### EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2013

Pay Range						Pay Range
<u>No.</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>No.</u>
U-1	11.51	11.92	12.35	12.81	13.25	U-1
U-2	11.92	12.35	12.81	13.25	13.67	U-2
U-3	12.35	12.81	13.25	13.67	14.10	U-3
U-4	12.81	13.25	13.67	14.10	14.52	U-4
U-5	13.25	13.67	14.10	14.52	14.97	U-5
U-6	13.67	14.10	14.52	14.97	15.41	U-6
U-7	14.10	14.52	14.97	15.41	15.84	U-7
U-8	14.52	14.97	15.41	15.84	16.36	U-8
U-9	14.97	15.41	15.84	16.36	16.75	U-9
U-10	15.41	15.84	16.36	16.75	17.20	U-10
U-11	15.84	16.36	16.75	17.20	17.63	U-11
U-12	16.36	16.75	17.20	17.63	18.03	U-12
U-13	16.75	17.20	17.63	18.03	18.45	U-13
U-14	17.20	17.63	18.03	18.45	18.89	U-14
U-15	17.63	18.03	18.45	18.89	19.36	U-15
U-16	18.03	18.45	18.89	19.36	19.78	U-16
U-17	18.45	18.89	19.36	19.78	20.24	U-17
U-18	18.89	19.36	19.78	20.24	20.67	U-18
U-19	19.36	19.78	20.24	20.67	21.08	U-19
U-20	19.78	20.24	20.67	21.08	21.48	U-20
U-21	20.24	20.67	21.08	21.48	21.95	U-21
U-22	20.67	21.08	21.48	21.95	22.36	U-22
U-23	21.08	21.48	21.95	22.36	22.82	U-23
U-24	21.48	21.95	22.36	22.82	23.24	U-24
U-25	21.95	22.36	22.82	23.24	23.67	U-25
U-26	22.36	22.82	23.24	23.67	24.14	U-26
U-27	22.82	23.24	23.67	24.14	24.54	U-27
U-28	23.24	23.67	24.14	24.54	24.98	U-28
U-29	23.67	24.14	24.54	24.98	25.42	U-29
U-30	24.14	24.54	24.98	25.42	25.86	U-30

**Section B-3. Wage Schedule.**

**2013-2014 U.W.U.A. N-WAGES — \$/HR.  
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2013**

**UTILITIES AND TAX**

Utilities Billing Clerk I	N-6	13.07	13.33	13.60
Utilities Billing Clerk II	N-8	13.89	14.17	14.45
Income Tax Clerk I	N-11	15.15	15.45	15.76
Income Tax Clerk II	N-14	16.45	16.78	17.12

**GENERAL SERVICES**

Laborer I	N-6	13.07	13.33	13.60
Public Works Maintenance Worker I	N-11	15.15	15.45	15.76
Public Works Maintenance Worker II	N-13	16.02	16.34	16.67
Mechanic Helper/Laborer I	N-13	16.02	16.34	16.67
Mechanic Helper/Laborer II	N-15	16.85	17.19	17.53
City Mechanic I	N-19	18.51	18.88	19.26
City Mechanic II	N-22	19.76	20.16	20.56

**ENGINEERING**

Engineering Technician I	N-15	16.85	17.19	17.53
Engineering Technician II	N-18	18.07	18.43	18.80
Engineering Technician III	N-23	20.16	20.56	20.97
Engineering Technician IV	N-26	21.39	21.82	22.26

**SOLID WASTE**

Laborer I	N-6	13.07	13.33	13.60
Refuse Worker I	N-11	15.15	15.45	15.76
Refuse Worker II	N-13	16.02	16.34	16.67

ELECTRIC DEPARTMENT

Laborer I	N-6	13.07	13.33	13.60
Tree Trimmer Helper	N-11	15.15	15.45	15.76
Tree Trimmer	N-19	18.51	18.88	19.26
Distribution Service Worker	N-13	16.02	16.34	16.67
Groundman I	N-15	16.85	17.19	17.53
Groundman II	N-17	17.64	17.99	18.35
Technician I	N-18	18.07	18.43	18.80
Technician II	N-21	19.36	19.75	20.15
Apprentice Lineman	N-21	19.36	19.75	20.15
2 <sup>nd</sup> Class Lineman	N-25	20.99	21.41	21.84
1 <sup>st</sup> Class Lineman	N-30	23.09	23.55	24.02

WATER AND SEWER DEPARTMENT

Laborer I	N-6	13.07	13.33	13.60
Water/Sewer Line Worker I	N-11	15.15	15.45	15.76
Water/Sewer Line Worker II	N-13	16.02	16.34	16.67
Operator In Training	N-13	16.02	16.34	16.67
Plumber I	N-17	17.64	17.99	18.35
Plumber II	N-20	18.91	19.29	19.68
Treatment Operator I	N-17	17.64	17.99	18.35
Treatment Operator II	N-20	18.91	19.29	19.68
Treatment Operator III	N-23	20.16	20.56	20.97
Plant Maintenance/Operator I	N-18	18.07	18.43	18.80
Plant Maintenance/Operator II	N-21	19.36	19.75	20.15
Lab Technician I	N-20	18.91	19.29	19.68
Lab Technician II	N-23	20.16	20.56	20.97
Foreman I – Water/Sewer	N-22	19.76	20.16	20.56
Foreman II – Water/Sewer	N-25	20.99	21.41	21.84
Part-time Secretary	N-1	9.00	9.00	9.00
Meter Reader I	N-11	15.15	15.45	15.76
Meter Reader II	N-13	16.02	16.34	16.67

Meter Reader I and II pay shall be effective upon signing the Agreement.

**APPENDIX C**

**Section C-1.** The wage schedule specified in Section C-2 and C-3 below shall be applicable to those positions included in the bargaining unit effective the first full pay period following January 1, 2015. Any person hired by the City into a bargaining unit position on or after January 1, 2010, shall be paid according to Section C-3.

**Section C-2. U-Wage Schedule.**

**2015 U.W.U.A. U-WAGES — \$ / HR.**

**EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2015**

<b>Pay Range</b>						<b>Pay Range</b>
<b><u>No.</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>No.</u></b>
U-1	11.74	12.16	12.60	13.07	13.52	U-1
U-2	12.16	12.60	13.07	13.52	13.94	U-2
U-3	12.60	13.07	13.52	13.94	14.38	U-3
U-4	13.07	13.52	13.94	14.38	14.81	U-4
U-5	13.52	13.94	14.38	14.81	15.27	U-5
U-6	13.94	14.38	14.81	15.27	15.72	U-6
U-7	14.38	14.81	15.27	15.72	16.16	U-7
U-8	14.81	15.27	15.72	16.16	16.69	U-8
U-9	15.27	15.72	16.16	16.69	17.09	U-9
U-10	15.72	16.16	16.69	17.09	17.54	U-10
U-11	16.16	16.69	17.09	17.54	17.98	U-11
U-12	16.69	17.09	17.54	17.98	18.39	U-12
U-13	17.09	17.54	17.98	18.39	18.82	U-13
U-14	17.54	17.98	18.39	18.82	19.27	U-14
U-15	17.98	18.39	18.82	19.27	19.75	U-15
U-16	18.39	18.82	19.27	19.75	20.18	U-16
U-17	18.82	19.27	19.75	20.18	20.64	U-17
U-18	19.27	19.75	20.18	20.64	21.08	U-18
U-19	19.75	20.18	20.64	21.08	21.50	U-19
U-20	20.18	20.64	21.08	21.50	21.91	U-20
U-21	20.64	21.08	21.50	21.91	22.39	U-21
U-22	21.08	21.50	21.91	22.39	22.81	U-22
U-23	21.50	21.91	22.39	22.81	23.28	U-23
U-24	21.91	22.39	22.81	23.28	23.70	U-24
U-25	22.39	22.81	23.28	23.70	24.14	U-25
U-26	22.81	23.28	23.70	24.14	24.62	U-26
U-27	23.28	23.70	24.14	24.62	25.03	U-27
U-28	23.70	24.14	24.62	25.03	25.48	U-28
U-29	24.14	24.62	25.03	25.48	25.93	U-29
U-30	24.62	25.03	25.48	25.93	26.38	U-30

Represents 2.0% increase

Section C-3. N-Wage Schedule.

**2015 U.W.U.A. N-WAGES - \$ / HR.  
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2015**

UTILITIES AND TAX

Utilities Billing Clerk I	N-6	\$ 13.33	\$ 13.60	\$ 13.87
Utilities Billing Clerk II	N-8	\$ 14.17	\$ 14.45	\$ 14.74
Income Tax Clerk I	N-11	\$ 15.45	\$ 15.76	\$ 16.08
Income Tax Clerk II	N-14	\$ 16.78	\$ 17.12	\$ 17.46

GENERAL SERVICES

Laborer I	N-6	\$ 13.33	\$ 13.60	\$ 13.87
Public Works Maintenance Worker I	N-11	\$ 15.45	\$ 15.76	\$ 16.08
Public Works Maintenance Worker II	N-13	\$ 16.34	\$ 16.67	\$ 17.00
Mechanic Helper/Laborer I	N-13	\$ 16.34	\$ 16.67	\$ 17.00
Mechanic Helper/Laborer II	N-15	\$ 17.19	\$ 17.53	\$ 17.88
City Mechanic I	N-19	\$ 18.88	\$ 19.26	\$ 19.65
City Mechanic II	N-22	\$ 20.16	\$ 20.56	\$ 20.97

ENGINEERING

Engineering Technician I	N-15	\$ 17.19	\$ 17.53	\$ 17.88
Engineering Technician II	N-18	\$ 18.43	\$ 18.80	\$ 19.18
Engineering Technician III	N-23	\$ 20.56	\$ 20.97	\$ 21.39
Engineering Technician IV	N-26	\$ 21.82	\$ 22.26	\$ 22.71

SOLID WASTE

Laborer I	N-6	\$ 13.33	\$ 13.60	\$ 13.87
Refuse Worker I	N-11	\$ 15.45	\$ 15.76	\$ 16.08
Refuse Worker II	N-13	\$ 16.34	\$ 16.67	\$ 17.00

ELECTRIC DEPARTMENT

Laborer I	N-6	\$ 13.33	\$ 13.60	\$ 13.87
Tree Trimmer Helper	N-11	\$ 15.45	\$ 15.76	\$ 16.08
Tree Trimmer	N-19	\$ 18.88	\$ 19.26	\$ 19.65
Distribution Service Worker	N-13	\$ 16.34	\$ 16.67	\$ 17.00
Groundman I	N-15	\$ 17.19	\$ 17.53	\$ 17.88
Groundman II	N-17	\$ 17.99	\$ 18.35	\$ 18.72
Technician I	N-18	\$ 18.43	\$ 18.80	\$ 19.18
Technician II	N-21	\$ 19.75	\$ 20.15	\$ 20.55
Apprentice Lineman	N-21	\$ 19.75	\$ 20.15	\$ 20.55
2 <sup>nd</sup> Class Lineman	N-25	\$ 21.41	\$ 21.84	\$ 22.28
1 <sup>st</sup> Class Lineman	N-30	\$ 23.55	\$ 24.02	\$ 24.50

WATER AND SEWER  
DEPARTMENT

Laborer I	N-6	\$ 13.33	\$ 13.60	\$ 13.87
Water/Sewer Line Worker I	N-11	\$ 15.45	\$ 15.76	\$ 16.08
Water/Sewer Line Worker II	N-13	\$ 16.34	\$ 16.67	\$ 17.00
Operator In Training	N-13	\$ 16.34	\$ 16.67	\$ 17.00
Plumber I	N-17	\$ 17.99	\$ 18.35	\$ 18.72
Plumber II	N-20	\$ 19.29	\$ 19.68	\$ 20.07
Treatment Operator I	N-17	\$ 17.99	\$ 18.35	\$ 18.72
Treatment Operator II	N-20	\$ 19.29	\$ 19.68	\$ 20.07
Treatment Operator III	N-23	\$ 20.56	\$ 20.97	\$ 21.39
Plant Maintenance/Operator I	N-18	\$ 18.43	\$ 18.80	\$ 19.18
Plant Maintenance/Operator II	N-21	\$ 19.75	\$ 20.15	\$ 20.55
Lab Technician I	N-20	\$ 19.29	\$ 19.68	\$ 20.07
Lab Technician II	N-23	\$ 20.56	\$ 20.97	\$ 21.39
Foreman I – Water/Sewer	N-22	\$ 20.16	\$ 20.56	\$ 20.97
Foreman II – Water/Sewer	N-25	\$ 21.41	\$ 21.84	\$ 22.28
Part-time Secretary	N-1	\$ 9.18	\$ 9.18	\$ 9.18
Meter Reader I	N-11	\$ 15.45	\$ 15.76	\$ 16.08
Meter Reader II	N-13	\$ 16.34	\$ 16.67	\$ 17.00

**LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF ST. MARYS, OHIO  
AND  
THE UTILITY WORKERS UNION OF AMERICA**

The parties of this Agreement hereby enter into this understanding in an attempt to resolve issues related to Article 26, Educational Reimbursement and Article 28, Certification Incentive.

**WHEREAS**, the Ohio Environmental Protection Agency (EPA) has promulgated the following rule (Ohio Administrative Code (O.A.C.) 3745-7) which became effective January 1, 1999; and

**WHEREAS**, O.A.C. §3745-7-15(E) of this rule requires that, on or after January 1, 2003, all certified treatment, collection and distribution operators provide proof that they have obtained the minimum number of Ohio EPA director approved contact hours prior to having their certification renewed; and

**WHEREAS**, certificate holders whose certification expires on or after December 31, 2003, are required to earn contact hours prior to recertification;

**NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. The City will pay for any fees or expenses of programs recommended by the employee's supervisor and approved by the Director of Public Service and Safety.
2. The City will provide a City vehicle, if available, for the employee(s) to attend approved programs.
3. Employee(s) will work adjusted schedules as needed in order to maintain necessary operations.
4. The employee shall attend approved programs when applicable on non-work time at no additional cost to the City not withstanding above.

For the City:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_