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02/13/2014

AGREEMENT

BETWEEN THE

CITY OF WADSWORTH

AND

**INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS (IBEW)
LOCAL 306**

EFFECTIVE

June 1, 2013 to May 31, 2016

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ARTICLE 1
PURPOSE AND INTENT

This Agreement (the "AGREEMENT") is hereby entered into by and between the CITY OF WADSWORTH (the "City") and International Brotherhood of Electrical Workers, Local Union 306, AFL-CIO (the "Union"). It is the intent and purpose of the parties hereto that the Agreement will promote, improve and maintain harmonious relations between the Union and City, and set forth herein the complete agreement between the City and Union as to rates of pay, hours of work, and conditions of employment to be observed between the parties hereto. Both parties agree to abide by the agreement and mutual understandings during its term, it being the purpose to settle all difficulties without disturbance of efficiency and harmony in the workplace.

- (1) To promote individual efficiency and service to the City; and avoid interruption and interference with services to the community in that the parties mutually recognize that the services provided are critical to the health, safety and welfare to the citizens of Wadsworth.
- (2) To avoid interruption or interference with the efficient operation of City government and services; and
- (3) To provide a basis for the resolution of matters of mutual concern through amicable discussion.

ARTICLE 2
RECOGNITION

Section 1. Local 306, International Brotherhood of Electrical Workers, AFL, CIO, is hereby recognized as sole and exclusive bargaining agent and representative for the purpose of collective bargaining for the unit consisting of City employees having the following Classifications and Titles:

Customer Service Engineering Technician Trainee
Customer Service Engineering Technician I
Customer Service Engineering Technician II
Electric Meter Technician Trainee
Electric Meter Technician I
Electric Meter Technician II
General Maintenance and Warehouse
Operations Setup/SCADA Technician
Power Line Crew Leader
Power Line Electrician I
Power Line Electrician II
Power Line Electrician Trainee

Section 2. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit subject to the following: Should the City create a new position or reclassify a position presently in the bargaining unit, the City agrees to meet with the Union within fourteen (14) days to discuss the inclusion or exclusion from the bargaining unit, subject to the restrictions in Section 3. If the parties are unable to agree to the status of the position, the issue shall be subject to appeal by the Union to the State Employment Relations Board pursuant to Chapter 4117 ORC and the SERB rules and regulations.

Section 3. An employee who receives an original appointment to a class represented by the Union shall be in a probationary status as outlined in Article 29. Such employee shall not be excluded from the Bargaining Unit; however, the discipline or discharge of such an employee who is in probationary status shall not be a violation of this Agreement nor subject to the grievance procedure contained herein.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. General Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the department. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Electric Department, its employees and its service to the citizens of the City, consistent with the provisions of this Agreement.

Section 2. Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, 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 effective of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the workforce;
- 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 public employer as a governmental unit.

Section 3. Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer

has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 4

LABOR MANAGEMENT COMMITTEE

The parties agree to establish a joint Labor-Management Committee of three (3) representing the Union and three (3) representing the City. The parties shall meet at mutually agreeable times within forty-eight (48) hours of the request. However, upon the request of one party, the meeting shall be rescheduled to a time not longer than seven (7) calendar days. Additional extensions may be agreed upon by the parties to permit the attendance of necessary individuals. The Committee shall meet on an annual basis or as otherwise agreed by the parties. The parties agree to meet at a mutually agreeable date, time and location. Subjects for discussion may include, but are not limited to the following:

- (1) Matters related to the agreement;
- (2) Safety and health concerns, including accident review, methods to prevent accidents, improving safety rules, practices, policies, and equipment; and
- (3) Methods for improving productivity.

Committee members shall suffer no loss of pay for time spent at Labor-Management Meetings during their regularly scheduled work hours. Regularly scheduled work hours shall be at the employee's scheduled work hours on the date of the meeting.

ARTICLE 5

VISITATION OF UNION OFFICIALS

Accredited representatives of Local 306 may have reasonable access to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement at reasonable times during working hours upon prior notice to and approval of the Employer, or designee, and such approval shall not be unreasonably withheld. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

ARTICLE 6

SUBCONTRACTING

Section 1. In the event the City decides to subcontract the work of bargaining unit employees to another employer, the City shall provide fourteen (14) calendar days of notice to the Union for the purpose of meeting with the Union to discuss the potential subcontracting and to consider alternatives. Upon request by the Union for a meeting, the Employer and Union shall make good faith efforts to meet and discuss the potential subcontracting and consider alternatives within the fourteen (14) calendar day period. Upon request by either party, the parties may seek and utilize voluntary facilitation or mediation at the meeting. In the event of the City's decision to subcontract the work of bargaining unit employees to another employer, the City shall not subcontract the work, or layoff employees as a result of its decision to subcontract, until the parties have had an opportunity to meet and discuss the decision to subcontract. However, if such a meeting does not occur within thirty (30) days, or no agreement/extension is achieved between the parties, the City may proceed with the subcontracting. In the event the City subcontracts work of bargaining unit employees to another employer prior to meeting with the Union as

outlined above, the bargaining unit employees performing the subcontracted bargaining unit work will be working overtime. This provision may be waived in the case of an emergency or otherwise unavoidable need to provide services.

In the event that the City decides to cease Electrical distribution operations, nothing in this Article shall prevent the City from ceasing operations, laying off bargaining unit employees and transferring the City's Electrical distribution operations to another entity.

ARTICLE 7

NO STRIKE-NO LOCKOUT

Section 1. During the term or extended term of the Agreement or during the tendency of a mutually agreed upon settlement procedure, the Union, its officers, representatives, stewards, members and all other employees subject to the terms of this Agreement shall not instigate or engage in a strike, work stoppage, concerted refusal of overtime, work slowdown or any other interference with or interruption of the operations of the Municipality. Should actions occur, the Union shall take affirmative action or steps to stop the illegal strike activity.

Section 2. In consideration of the Union's commitment as set forth in Section 1 of this Article, the Municipality agrees that it shall not lock out employees.

Section 3. This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations so long as the assistance does not interfere with the employee's job responsibilities.

ARTICLE 8

UNION SECURITY

Section 1. Union Security. A new employee must, as a condition of continued employment, elect to participate or not to participate in the Union after thirty (30) days of

employment with the City, and must present to the Employer a signed authorization card indicating his decision.

Section 2. Dues Deductions During the term of this agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall be divided equally over the course of a calendar year (i.e., 26 or 27 pay periods). If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer shall make the deduction from the next check, providing the employee's check is sufficient to cover the deduction.

Section 3 Fair Share Fee All employees covered by the Agreement who have completed sixty (60) days of employment with the Employer and have not become Union members, shall pay a "fair share fee" not to exceed the Union's regular monthly dues as a condition of employment with the employer.

Section 4. List of Employees The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

Section 5. Submission to Union A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) calendar days from the date of making said deductions.

Section 6. Indemnification The union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the union shall indemnify the Employer for any such liabilities or damages that may arise. In the event an action is filed by an employee regarding the deduction of dues or fair share fees, it is agreed and understood that the employer may cease deduction for the employee challenging the deduction until the challenge is resolved.

ARTICLE 9
POLICY/WORK RULE CHANGES

The City reserves the right to establish and/or change existing work rules and policies not in direct conflict with provisions of this Agreement, the City agrees that seven (7) calendar days prior to enforcing such work rules and/or policies a copy of such work rules and/or policies shall be provided to the Local 306 Business Manager and posted in the electric shop accessible to all bargaining unit employees. Within three (3) calendar days of receipt of such work rule(s) and/or policies Local 306 may request to meet and confer with the Electric Department Superintendent or his designee, and the Assistant Superintendent to provide input regarding any such work rule or policy prior to its implementation.

ARTICLE 10
HOURS OF WORK AND OVERTIME

Section 1. Work Day The normal workday shall consist of eight (8) hours falling between 7:00 a.m. and 3:30 p.m.

Section 2. Work Week Forty hours within five days, Monday through Friday inclusive, shall constitute the workweek.

Section 3. Pay Day – Pay Period. There are normally twenty-six (26) pay periods in a year. The bi-weekly period for employees extends from 12:01 A.M. Sunday through midnight on the second Saturday (12:00 A.M.).

Employees are paid on a bi-weekly basis. The pay day will be no later than ten (10) days following the end of the pay period.

If the normal pay day falls on a holiday, the employee shall be paid on the normal work day prior to the holiday. However, if the normal payday falls on the day after Thanksgiving, the employee shall be paid on that Friday as it is not a bank holiday.

Section 4. Lunch Period All employees shall receive a thirty (30) minute, unpaid lunch period.

Section 5. Break Periods An employee may receive a twenty (20) minute break in the morning and a twenty (20) minute break in the afternoon.

Section 6. Overtime Full-time employees shall be given the first opportunity to perform voluntary overtime. In the event all full-time employees have been offered and refused to work voluntary overtime, the City may offer such voluntary overtime opportunities to part-time and/or other non-bargaining unit employees.

Employees may be required to work overtime when asked, unless circumstances prevent the employee from doing so. Work performed outside of the regularly scheduled forty (40) hours per week, shall be paid at a rate of one and one half (1½) times his/her regular hourly rate. All hours paid in a forty (40) hour work week except sick pay that is not verified with a doctor's excuse, will count towards meeting the forty (40) hour overtime threshold.

In order for sick leave to be included in the forty (40) hour overtime threshold, a doctor's excuse must be furnished to the City on the first day back to work.

Section 7. Planned Overtime Planned overtime shall be voluntary and equalized amongst qualified employees in accordance with current practices.

Section 8. Stand-by Pay. A supervisor may designate an employee as being on standby on a given weekday, weekend or holiday. Employees so designated shall be expected to report for duty on an emergency call out. Employees designated as being on stand-by shall receive two (2) hours of compensation times their normal hourly rate for weekday stand-by (Monday through Friday) and three (3) hours of compensation times their normal hourly rate for stand-by on a Saturday, Sunday or holiday.

The designated hours for stand-by pay are as follows: 7:00 A.M. to 7:00 A.M. the following day.

Therefore, weekend stand-by begins on Saturday morning and extends through the times listed above on Monday morning. Call out pay provisions listed below will prevail

for those employees actually called to work during a stand-by designation. Stand-by pay shall be paid in addition to call out pay. An employee who is called-out prior to the start of his/her shift and who continues to remain on duty into their regularly assigned shift, shall be compensated at his/her regular rate of pay at the beginning of the regularly assigned shift.

Section 9. Call-in Pay. An employee who is scheduled on standby and is called to work on a weekday shall be paid at a rate of three and one-half (3 ½) times his/her normal hourly rate for the first hour of work. An employee who is scheduled on standby and is called to work on a weekend or holiday shall be paid at a rate of four and one-half (4 ½) times his/her normal hourly rate for the first hour of work. All time worked beyond the first hour will be compensated at a rate of one and one-half (1 ½) times his/her normal hourly rate. Employees are eligible for emergency call out pay regardless of the number of hours worked in the week. An employee scheduled on standby on a weekend may only receive the 4.5 hours of pay for the first hour worked one time during a standby period. Any subsequent call-out shall be paid at a rate of three and one-half hours (3 ½) hours for the first hour worked.

Employees who are not scheduled to be on standby, but report for duty on a call-out shall be paid at the rate of three and one-half (3 ½) hours for the first hour of work and one and one-half (1½) times his/her normal hourly rate for time worked beyond the first hour. Any bargaining unit employee who is called in to work on an unscheduled basis between the hours of 12:00 A.M. and 4:30 A.M. shall be entitled to two (2) hours of pay at his/her normal hourly rate in addition to any stand-by or call-in pay as outlined above.

Standby Pay

Time	Rate of Pay
Weekday	2 hours of pay at normal hourly rate
Weekends & Holidays	3 hours of pay at normal hourly rate

Call Out Pay

Time Period	On Standby?	Call-out	First Hour Rate of Pay	Additional Hours Rate of Pay
Weekday	Yes	First	3.5 hours x normal rate of pay	1.5 x normal rate
Weekday	No	First	3.5 hours x normal rate of pay	1.5 x normal rate
Weekday	Either	Second or more	3.5 hours x normal rate of pay	1.5 x normal rate
Weekend	Yes	First	4.5 hours x normal rate of pay	1.5 x normal rate
Weekend	No	First	3.5 hours x normal rate of pay	1.5 x normal rate
Weekend	Either	Second or more	3.5 hours x normal rate of pay	1.5 x normal rate

An employee calling off sick for an unscheduled absence such as a personal illness or injury for one full shift for a personal illness is not eligible for standby pay or an emergency call out on the day he/she is absent from work. Likewise an employee utilizing sick leave for bereavement purposes is not eligible for standby or call out pay. However, in the case of a large scale emergency which requires the need for all staff in a particular department to report for duty, an employee who called off sick or was using bereavement leave would be eligible to report for duty to receive call out pay. Otherwise, an employee may be eligible for standby pay or to be contacted for emergency call outs during periods of vacation, personal or compensatory time.

Section 10. Guidelines for Stand-by or Emergency Call Out Pay To be eligible for stand-by or emergency call out pay, an employee must be able to report to his/her reporting station within thirty (30) minutes.

Section 11. Double Time An employee who is required to work more than sixteen (16) continuous hours (excluding the meal period) shall be compensated at two (2)

times their normal hourly rate for all time worked in excess of sixteen (16) hours, regardless of the number of hours worked in the workweek. The calculation of sixteen (16) hours will begin with the start of the work shift prior to a meal period.

An employee receiving double time pay under this provision will continue to receive double time pay until the employee receives a rest period of at least eight continuous hours.

Section 12. Mutual Aid Pay. All bargaining unit employees who volunteer for mutual aid to other municipalities utility departments, shall be paid time and one half (1½) for the initial sixteen (16) hours of work and all hours worked thereafter shall be paid at double time.

Section 13. Earned Rest. An employee who works in excess of sixteen (16) continuous hours, or in excess of sixteen (16) hours out of the preceding twenty-four (24) hours, without at least eight (8) continuous hours off, shall be entitled to a rest period of eight (8) continuous hours upon being released from duty. An employee will be paid his regular straight time rate for the time any rest period falls within his regularly scheduled work hours and will report to duty, unless properly excused at the conclusion of the rest period, if the rest period expires during his regularly scheduled hours. Following the rest period, the employee shall report for duty and be paid at his/her regular rate for the balance of the regularly scheduled work period.

Section 14. Meal Clause. An employee who is required to work eleven (11) or more hours, shall be furnished a meal near to the end of the eleventh hour. He/she shall also be furnished a meal for every subsequent six (6) hour increment until released from duty. An employee who is called to work without notice, shall be furnished a meal after approximately six (6) hours of work and approximately every six (6) hours of work thereafter until released from duty. If a call-out occurs at or near a normal meal period and the employee reports to work without having eaten, the employee shall be furnished a meal, unless he/she is released from duty within three (3) hours of reporting to work. Employees are expected to use common sense and restraint when ordering meals at the

expense of the City. Any employee who is entitled to a meal at the time he/she is released from overtime work may, at his/her option, elect to receive eighty (80%) of one hour of pay at his/her rate of pay as established by the contract in lieu of such a meal.

ARTICLE 11
WAGES

Section 1. Wages All bargaining unit employees shall receive a pay increase according to the schedule below.

Year	Wage Increase	Effective Date
2013	2.50%	6/1/2013
2014	2.50%	6/1/2014
2015	2.50%	6/1/2015

Section 2. New Hires The Minimum rate of pay for the classification shall be paid to any person newly entering the bargaining unit, except when, as determined and requested by the department head and approved by the Appointing Authority, the new employee possesses exceptional qualifications above the established minimum or when in the determination of the Appointing Authority, market conditions and salary surveys indicate the need for a higher than minimum appointment step for a given category of employment.

Section 3. Promotions Employees promoted to a position in a classification for which the minimum rate of pay is higher shall receive a wage increase as follows:

- a) to the minimum rate of pay for the classification, or
- b) a wage rate that provides the employee with a minimum of a least 3.25% over his/her rate of pay.

Minimum Rate of Pay for New Hires

Classification	6/1/2013 2.50%	6/1/2014 2.50%	6/1/2015 2.50%
Customer Service Engineering Tech Trainee	\$18.62	\$19.09	\$19.57
Customer Service Engineering Technician I	\$23.36	\$23.94	\$24.54
Customer Service Engineering Technician II	\$27.45	\$28.14	\$28.84
Electric Meter Technician Trainee	\$18.62	\$19.09	\$19.57
Electric Meter Technician I	\$21.58	\$22.12	\$22.67
Electric Meter Technician II	\$24.59	\$25.20	\$25.83
General Maintenance and Warehouse	\$17.93	\$18.38	\$18.83
Operations Setup/SCADA Technician	\$24.59	\$25.20	\$25.83
Power Line Electrician Trainee	\$18.62	\$19.09	\$19.57
Power Line Electrician I	\$21.58	\$22.12	\$22.67
Power Line Electrician II	\$24.59	\$25.20	\$25.83
Power Line Crew Leader	\$27.45	\$28.14	\$28.84

ARTICLE 12

COMPENSATORY TIME

Section 1. Compensatory Time Option In accordance with 1985 amendments to the Fair Labor Standards Act, employees of the Bargaining Unit may option compensatory leave in lieu of compensation of overtime hours worked for all overtime opportunities. Said leave shall be based upon pay hours and shall constitute time off, with pay, from regular work schedule.

Section 2. Minimum Usage Compensatory leave shall not be taken in less than four (4) hour increments and will be taken in one (1) or whole hour units rather than fractions of an hour.

Section 3. Requesting Comp Time An employee may request compensatory leave by submitting a leave request to his/her supervisor not less than one (1) day in advance of the proposed leave date.

Section 4. Overtime/Comp Time An employee must communicate his/her overtime or compensatory intention by the normal close of business on Friday of a given work week. However, in certain emergency circumstances occurring after the close of business on Friday, an employee may have until 6:00 a.m. Monday to communicate his/her overtime/comp time intentions.

Section 5. Compensatory Time Balance The official balance of compensatory time for all employees shall be maintained by Human Resources/Payroll. The unused accrued portion of compensatory time shall be reflected on an employee's pay stub.

Section 6. Compensatory Time Limits An employee may not carry more than one hundred and twenty (120) hours of comp time at any given time. Once an employee has accumulated 120 hours compensatory time, all overtime shall be paid in wages. Any compensatory time carried over shall count toward the 120 hour maximum accumulation.

Section 7. Separation of Service Upon separation from City employment as a result of resignation, retirement, dismissal, layoff or death, accrued but unused and otherwise unpaid compensatory leave shall be converted and paid in compensation to the employee, his estate, or heirs at law at the employee's base rate of pay in effect when such leave hours were worked.

ARTICLE 13

SICK PAY

Section 1. Rate of Accrual Each full-time employee shall earn sick leave at a rate of .0575 hours for all regular hours worked to a maximum of 4.6 hours per pay period or 15 days per year. Sick leave shall not be accrued during any period of unpaid absence. Said unused sick leave shall accrue and be cumulative without limit.

Section 2. Allowable Use Employees may use sick leave for the following reasons:

- Illness, injury or pregnancy-related condition of the employee.
- Exposure of the employee to a contagious disease which could be passed on to other employees.
- To attend medical/dental examinations which could only be scheduled during the employee's normal work time.
- To care for immediate family member with a serious health condition
- Death of a member in the employee's family.
- Reasonable travel time to and from a medical/dental examination which could only be scheduled during the employee's normal work time.

Section 3. Immediate Family In the event of illness in the employee's immediate family, such use of sick leave will be restricted and governed by the following:

- A. The employee's immediate family shall mean:
 spouse, child, step-child, mother, father, stepmother and stepfather.
- B. In the event of a death in the employee's immediate family and upon extenuating circumstances, sick leave may be used to extend the authorized bereavement leave, as per Article 19, however, such extension may not exceed two (2) days. Immediate family for this provision only (death in immediate family) shall be defined the same as Article 19, Section 4.

Section 4. Minimum Usage Sick leave may be used in increments as small as one minute. Employees may "sick fill" the number of minutes absent from a scheduled work shift.

Section 5. Sick Leave Balance The official balance of sick leave shall be maintained in Human Resources/Payroll. The unused accrued sick leave balance will be

reflected on an employee's pay stub. However, the balance shown will reflect the amount of unused sick leave at the conclusion of the pay period.

Section 6. Notification of Use An employee on an assigned shift, reporting off work due to an allowable use of sick leave noted above must notify the shift supervisor at least thirty (30) minutes prior to the normal shift starting time on each day he/she is absent.

If an emergency situation makes timely notification impossible, then the employee must give notification at the earliest opportunity, stating the nature of the emergency and the reasons why such an emergency caused a delay in the notification.

Section 7. Application for Sick Leave An employee on sick leave shall furnish the appropriate form furnished by the City to his supervisor which specifies the date(s) and time(s) of the absence. Such a request shall be made as soon as reasonably possible, but no later than three (3) calendar days from the employee's return to work.

Section 8. Evidence of Use An employee who utilizes sick leave shall be required to furnish a satisfactory, written, signed statement from a licensed medical provider specifying the reason the employee is unable to work and the estimated date the employee will be able to return to work. A failure to provide such a written signed statement shall be subject to the occurrence provision identified in Section 10.

Section 9. Zero Balance of Sick Leave Should an employee exhaust his/her balance of sick leave, an employee may request to use other forms of accrued leave (i.e., vacation, compensatory, personal) in lieu of sick leave. An employee must use other forms of leave in lieu of sick leave prior to taking unpaid leave. Alternate forms of leave used in lieu of sick leave are subject to the restrictions of minimum usage for the type of leave being utilized.

Section 10. Occurrences An occurrence is any consecutive period of time for which an employee is absent from work for an allowable use of sick leave which is not supported by medical documentation.

In a calendar year, if an employee reaches three (3) sick leave occurrences, the immediate supervisor and the Human Resources Manager shall have a conference with the

employee. The purpose of the conference will be to determine if there is a justifiable reason for the level of occurrences. If no justifiable reason is determined, a discussion will take place with respect to the sick leave policy. If a justifiable reason is determined for the sick leave, a written notice shall be placed in the employee's file eliminating the sick leave occurrence or occurrences.

Should an employee reach four (4) occurrences in a calendar year, the employee shall be subject to the provisions of the corrective action policy. Subsequent occurrences in the same calendar year may also subject the employee to progressive corrective action, up to and including removal.

Section 11. Excessive or Patterned Use of Sick Leave The excessive use of sick leave or the patterned use of sick leave is prohibited. Excessive use may be defined as using more than one year's accrual of sick leave in any calendar year or maintaining a zero or near zero balance of sick leave. The patterned use of sick leave may include, but not be limited to calling off sick before/after, holidays, days off, weekends or paydays. Such violations may subject the employee to corrective action.

Section 12 Transitional Work The City may require and employee to perform transitional work in situations whereby an employee has been deemed capable of returning to work, but with medical restrictions (e.g., lifting/standing, pulling, pushing). The City will attempt to find work within the employee's regularly assigned department that complies with the medical restrictions. If such work is not available, the employee may be assigned to work in another City department.

Section 13. Separation of Service An employee shall only be entitled to a payment of sick leave upon retirement. For employees hired before October 1, 2013, the maximum amount to be paid shall be twelve hundred and eighty (1280) hours. For employees hired after October 1, 2013, the maximum amount to be paid shall be three hundred (300) hours. The payment shall be based upon the employee's rate of pay at the time of retirement. Such a payment eliminates all sick leave credit accrued, but unused, by the employee at the time the payment is made.

Section 14. Death of an Employee In the event that a person dies while still an employee of the City of Wadsworth, the unused accumulated sick leave shall be paid to the employee's beneficiaries as designated for his/her City life insurance benefit. Such a payout will still be subject to the maximum payment as with a retirement from employment.

Section 15. Prior Public Service Sick Leave Accrual The previously accumulated sick leave of an employee who has been separated from the public service, shall be placed to the employee's credit upon the employee's re-employment into public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last separated from public service.

Section 16. Family and Medical Leave The City will comply with the provisions of the Federal Family and Medical Leave Act.

Section 17. Sick Leave Incentive Each regular full-time employee of the City who does not use any sick leave for any purpose other than funeral leave for the twelve (12) month period from January 1 through December 31, shall be entitled to compensation of one hundred and fifty dollars (\$150.00).

ARTICLE 14

VACATION

Section 1. Accrual Employees covered by this Agreement shall receive vacation leave, with pay, in accordance with the schedule listed below. Employees earn vacation by the number of regular hours worked. However, such vacation accrual is posted to the employee's balance at the completion of a pay period.

Length of Service	Rate of Accrual per Regular Hour Worked	Yearly Accrual
Hire Date to less than four (4) years	.038462 Hours	10 Days
Four (4) or more years and less than ten (10) years	.057692 Hours	15 Days
Ten (10) or more years	.061538 Hours	16 Days
Eleven (11) or more years	.065385 Hours	17 Days
Twelve (12) or more years	.069231 Hours	18 Days
Thirteen (13) or more years	.073077 Hours	19 Days
Fourteen (14) or more years	.076923 Hours	20 Days
Fifteen (15) or more years	.080769 Hours	21 Days
Sixteen (16) or more years	.084615 Hours	22 Days
Seventeen (17) or more years	.088462 Hours	23 Days
Eighteen (18) or more years	.092308 Hours	24 Days
Nineteen (19) Years and More	.096154 Hours	25 Days

During the course of a calendar year, if an employee completes the requisite number of years of service to move to the next higher level of vacation accrual, the employee shall begin earning vacation leave at the higher rate at the beginning of the pay period that includes the anniversary date of employment or the anniversary date to which the employee became eligible to earn vacation leave.

Section 2. Unpaid Leave Vacation leave shall not accrue during any unpaid leave of the employee.

Section 3. Probationary Employees Newly-hired employees in a probationary period shall accrue vacation from the date of hire pursuant to the above schedule. However, probationary employees shall only be entitled to use vacation leave following the first six (6) months of employment.

Section 4. Prior Public Service Vacation accrual is based upon the employee's most recent date of hire. Separate periods of employment with the City of Wadsworth may not be combined together for vacation accrual purposes.

Section 5. Vacation Leave Balance The official record of vacation leave shall be kept in Human Resources/Payroll. The unused accrued vacation leave balance will be reflected on an employee's pay stub. However, the balance will reflect the amount of unused vacation leave at the conclusion of the pay period.

Section 6. Minimum Usage Vacation leave must be used in an increment of one-half (1/2) day or one (1) full day.

Section 7. Application for Vacation Leave An employee shall complete a Request for Leave Form specifying the date(s) and time(s) of the requested vacation. Such requests shall be submitted to the employee's immediate supervisor as soon as reasonably possible. Vacation requests may be considered for approval by the supervisor following the consideration of such factors as volume of work within the department at the time of the request, staffing levels and the seniority of the employee making the request.

All approved vacation leave requests should be forwarded to Human Resources as soon as reasonably possible for processing.

Section 8. Notification of Use Employees must provide advanced notice of vacation requests to their immediate supervisor according to the following schedule:

<u>Length of Vacation Request</u>	<u>Advanced Notice to Supervisor</u>
One (1) day or less	Twenty-four (24) hours
Two (2) to four (4) days	Twenty-four (24) hours
One (1) week	One (1) Week

Section 9. Seniority Division seniority shall rule in the choice of vacation.

Section 10. Vacation Leave Accrual Limits An employee may accumulate vacation, but shall not exceed a balance that is two times his/her annual rate of accrual. An employee may not use more than his/her annual vacation accrual from the period of January 1 through December 31st.

Section 11. Payment of Vacation upon Termination of Employment Any unused portion of vacation at the time of separation (i.e., resignation, retirement, removal, death) shall be paid to the employee at the wage rate earned at the time of separation. Probationary employees are not eligible to receive any unused portion of vacation leave at the time of separation.

ARTICLE 15

HOLIDAYS

Section 1. Designated Holidays. In 2013, the following days are designated as official holidays to be observed by all regular or probationary full-time employees:

New Year's Day

Washington-Lincoln Day

Independence Day

Thanksgiving Day

December 24

Martin Luther King Day

Memorial Day

Labor Day

Friday after Thanksgiving

Christmas Day

For calendar years 2014 and 2015, the following days are designated as official holidays to be observed by all regular or probationary full-time employees:

New Year's Day	Washington-Lincoln Day
Memorial Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day

When a holiday occurs on a Saturday, it may be observed on the preceding Friday, but when the holiday occurs on a Sunday, it may be observed on the following Monday.

Section 2. Holiday Occurring During Vacation or Sick Leave. If a holiday occurs during a period that the employee is on vacation or sick leave, no vacation or sick leave time shall be charged for that day.

Section 3. Holiday Compensation and Entitlement All regular employees shall receive the benefit of holidays in the following ways and in the following order of priority:

1. By receiving eight (8) hours of pay at their regular rate of compensation and by having the day off; or
2. If an employee is scheduled to work on a holiday, by receiving pay at one and one-half (1 ½) times his/her regular rate of pay in addition to eight (8) hours of pay.

ARTICLE 16

LONGEVITY PAY

All full-time employees hired before October 1, 2013 shall receive an annual longevity supplement in addition to their regular compensation. The longevity supplement is paid at a rate of three dollars and fifty cents (\$3.50) for each full month worked as a City of

Wadsworth employee. Employees hired on or after October 1, 2013 shall not be eligible for the supplement.

The longevity supplement is calculated to the month the employee receives the longevity pay which shall be the first regular pay in December each year.

Except for military leave, any period of unpaid leave for thirty (30) days or longer will not be considered as time worked for the purpose of computing longevity pay.

ARTICLE 17

PAY FOR MEETINGS

Section 1. All employees shall be paid at their established straight time rates for the time spent during regularly scheduled working hours at all meetings which the City requires them to attend.

Section 2. Employees (not to exceed two [2]), the grievant and the steward), representing a Union shall be paid at their established straight time rates for time spent during regularly scheduled working hours at any meetings held with the City pursuant to the grievance process.

Section 3. Employees (not to exceed three [3]) representing the Union shall be paid at their established straight time rates for time spent during their regularly scheduled working hours at any meetings held with the City for the negotiation of the Collective Bargaining Agreements.

ARTICLE 18

COMPENSATION FOR ATTENDANCE AT SCHOOL

Section 1. Compensation The supervisor may require specific in-service training for employees. When an employee is required to complete in-service training, the

City shall pay all tuition or registration fees, and the class time involved shall be considered as time actually worked. Employees who attend in-service training that is either required by or approved and paid for by the City shall be eligible for overtime pay if the combination of an employee's in-service training time and work time exceeds forty (40) hours in a given workweek, excluding unpaid lunch periods.

Section 2. Vehicles The City shall attempt to provide an employee with a City vehicle to attend authorized training. If a City vehicle is not available and the employee is required to use his/her personal vehicle, the City shall reimburse employees for mileage, in accordance with the IRS provisions governing mileage allowances. An employee who chooses to use his/her personal vehicle when a City vehicle is available will not be reimbursed for any mileage incurred.

Section 3. Reimbursement for Expenses When an employee is required to attend pre-approved overnight training away from the City, the employee may request a per diem amount for non-lodging expenses prior to leaving for the training. The City shall provide the employee with \$45.00 for every day the employee is anticipated to be at training. The per diem amount is intended to cover all expenses associated with meals, parking and other miscellaneous expenses. However, the City will reimburse employee's actual receipted expense for gasoline associated with in-service training, if any.

Section 4. Tuition Reimbursement If an employee desires to attend a work-related training course or pursue an academic course of study that relates to his/her job, at an accredited school, he/she must request approval in writing and receive the written approval of his or her department manager and the Appointing Authority prior to registering for the desired course or courses. If an employee has obtained such advance written approval, the City will reimburse the employee's cost of registration upon submission by the employee of appropriate invoices, receipts or other substantiating documentation. In order to qualify for reimbursement of expenses related to courses taken as part of an academic degree program, the employee must obtain a grade of C or better, as documented on a grade transcript, or provide other evidence of satisfactory completion of

the course for which reimbursement is requested. Such reimbursement shall be limited to one course per semester or quarter and shall not exceed one thousand, eight hundred dollars (\$1,800) per calendar year. In addition, by requesting reimbursement for courses taken in the pursuit of a job related academic degree, the employee agrees to remain in the employ of the City for at least two (2) years following each reimbursement. If an employee receives reimbursement for any course related to an academic degree program; or the City pays for the employee to attend a non-academic training course or program, the cost of which exceeds \$500.00, and that employee fails to remain in the employ of the City for two (2) years thereafter, the amounts previously reimbursed or paid for that employee's benefit will be deducted from any final payout from the City to the employee.

ARTICLE 19

LEAVES OF ABSENCE

Section 1. Authorized Paid Leaves. Bargaining unit employees may be entitled to paid or unpaid leave in connection with the following events or circumstances: funerals, military service, jury duty, certain family or personal emergencies.

Section 2. Family and Medical Leave Act Leave. Employees shall use all forms of paid leave before using their unpaid Family and Medical Leave, and such paid leave shall apply toward the employees twelve (12) week entitlement. Employees shall use all accrued sick leave prior to using other forms of leave in lieu of sick leave. Once an employee's sick leave balance is exhausted, an employee shall exhaust all other forms of leave, (e.g., personal and vacation and compensatory leave in that order) prior to using unpaid leave.

Moreover, employees should make a reasonable effort to schedule any foreseeable medical treatment so as not to unduly disrupt the operation of the City. Employees should provide the City with not less than thirty (30) days notice or as much notice as is practical.

In the event the situation is not an emergency or is predictable, such as scheduled surgery or pregnancy, a request for the leave of absence must be on file before the leave of absence commences.

- A. Continuation of Benefits Health benefits will be maintained by the City consistent with the provisions of the Family and Medical Leave Act.
- B. Return from a Leave Employees returning from leave will be given the same or equivalent position and reinstated in all benefits they had accrued before the leave.

Section 3. Unauthorized Leave of Absence. Whenever possible, any bargaining unit employee who is absent from work shall have notified his or her supervisor and have reported the reason for the absence at least thirty (30) minutes prior to the time that the employee is scheduled to report for work. All unauthorized and unreported absences shall be considered unauthorized leaves of absence unless and until sufficient justification for such absence and the reason for the failure to report the absence in advance is provided to the appropriate supervisor. The City shall determine what is sufficient justification for the absence and/or the failure to report it exists, on a case-by-case basis. Employees shall not be compensated for unauthorized leaves of absence. Any unauthorized leave of absence for which sufficient justification is not provided and supervisor approval is not received; shall be grounds for appropriate disciplinary action.

Section 4. Bereavement Leave. Regular full-time employees will be provided bereavement leave for a death in the employee's immediate family. The immediate family for the purposes of bereavement leave shall be defined as: employee's spouse, child, step-child, grandchild, parents, step-parents, parents-in-law, grandparents, brother, sister, brother-in-law and sister-in-law. Such leave shall not exceed three (3) consecutive work days and such leave shall be deducted from the balance of the employee's accumulated sick leave. In the event of death of an employee's aunt, uncle, first cousin and/or grandparents-in-law, sick leave of up to one (1) eight (8) hour workday may be taken. In order to attend

the funeral for someone other than the above, an employee may request and use other paid leave with twelve (12) hours notice.

Section 5. Jury Leave. A regular, full-time employee who is accepted for jury duty shall be paid their regular daily City wages. However, in order to receive full compensation for the day, the employee is to pursue and remit to the City Auditor any reimbursement available for time spent on jury duty. Time spent on jury leave shall not be deducted from an employee's sick leave or vacation leave. An employee who is summoned for jury duty and is subsequently released is expected to report for work if a minimum one-half (½) day of work can be performed. The employee may retain reimbursement for expenses incurred while on jury duty, such as mileage, parking and meals.

Section 6. Military Leave. An employee who is a member of any United States Military Reserve or National Guard unit and is required to engage in annual training exercises or is called to active duty, shall be granted leaves of absence for military duty in accordance with federal and state law.

ARTICLE 20

PERSONAL LEAVE

Section 1. Accrual A full-time employee with one (1) or more years of continuous service with the City shall be entitled to three (3) personal leave days per year. Employees shall accrue personal leave days on January 1st. The accrual of personal leave may not be reflected on the personal leave balance on the pay stub of the first paycheck received in the beginning of the year, but is available for use by the employee.

Section 2. Probationary Employees Newly-hired probationary employees shall receive a pro-rated amount of personal leave at the time of initial appointment in the following manner:

<u>Date of Hire</u>	<u>Pro-rated amount of Personal Leave Awarded</u>
January through April	2 Personal Days
May through August	1 Personal Day
September through December	0 Personal Days

Section 3. Minimum Usage Personal leave must be taken in increments of one (1) work day.

Section 4. Usage An employee must exhaust his/her personal leave balance by the end of each calendar year.

Section 5. Separation of Service Any unused accumulated personal leave at the time of separation from service (i.e., resignation, retirement, removal) shall be forfeited.

ARTICLE 21

DONATED LEAVE

An employee may voluntarily provide assistance to any full-time employee of the City in critical need of leave time due to a serious illness or injury of the employee or a member of the employee's immediate family through the use of donated leave.

Section 1. Definitions The "immediate family" for the purposes of donated leave will be defined as an employee's spouse, child, step-child, mother, father, stepmother and stepfather.

A "serious illness or injury" as provided in the Family Medical Leave Act (FMLA) will apply in this policy. The illness or injury must be a qualifying event under FMLA. A serious health condition may be defined as:

- Inpatient Care (i.e., overnight stay) in a hospital, hospice or residential care medical facility or any subsequent medical care associated with the inpatient care;

- Continuing treatment by a health care provider for a period of incapacity of more than three consecutive calendar days.

Section 2. Recipient of Donated Leave An employee may receive donated leave, up to the number of hours he/she is scheduled to work in a pay period, if the employee who is to receive the leave:

- Has a qualifying serious illness or injury or has a member of his/her immediate family with a qualifying serious illness or injury, and
- Has exhausted all other forms of leave time (i.e., sick, vacation, personal, compensatory).

Section 3. Leave Donor An employee may donate accrued leave (i.e., vacation, personal, compensatory) to a fellow employee who is otherwise eligible to use leave time for a qualifying serious illness of the employee or a member of the employee's immediate family.

An employee may donate leave if:

1. He/She voluntarily elects to donate the leave;
2. A minimum of eight (8) hours is donated.

Section 4. Status The leave donation program shall be administered on a pay period-by-pay period basis. Employees using donated leave shall be considered in an active pay status and shall accrue leave (i.e., sick, vacation) and be entitled to any benefits to which he/she would otherwise have been entitled.

Section 5. Leave Accrual while Using Donated Leave Leave time (i.e., sick, vacation) accrued by an employee while using donated leave shall be used in half or full-day increments, if necessary, the following pay period prior to the use of additional donated leave.

For example:

A full-time (40-hour employee) receives 80 hours of donated leave for a pay period. The employee earns 4.6 hours of sick leave while using the 80 hours of donated leave during the pay period. The following pay period, the employee must use the 4.0 hours of accrued sick leave prior to using additional donated leave.

Section 6. Probationary Periods Donated leave shall not count toward the probationary period of an employee who receives donated leave during a probationary period. This applies to all forms of probationary periods.

Section 7. Conversion of Donated Leave All donated leave shall be converted to sick leave for the recipient of the donated leave.

Section 8. Certification of Leave Donation An employee wishing to donate leave must specify the type of leave to be donated on the designated leave donation form.

Employees wishing to donate leave must complete a Donor Application Form and submit it to his/her appointing authority for approval. On the form, the employee must certify:

- The name of the employee for whom the donated leave is intended,
- The specific type of leave (i.e., vacation, personal, compensatory) and the specific number of hours to be donated,
- That leave donation is voluntary.

If approved, the appointing authority shall forward the approved donated leave form to Human Resources for payroll processing.

Section 9. Voluntary Approval The appointing authority shall ensure that no employee is forced to donate leave. The donation of leave shall be done strictly on a voluntary basis.

Section 10. Priority of Usage Donated leave will be utilized in the priority order as it is received from donor employees. If Human Resources receives multiple requests

from donor employees, donated leave will be taken from donor employees in the order in which the forms were received.

For example:

Employee A, B and C all want to donate leave to employee D. Human Resources receives a Donor Application form from employee B, followed by employee C and then employee A. Donated leave for employee D will be used in the order that the forms were received in Human Resources, Employee B's leave donation will be used first.

Section 11. Privacy The Appointing Authority shall respect an employee's right to privacy on an illness or injury. However, the Appointing Authority may inform employees of a co-worker's critical need for leave if consent is granted from the employee needing the leave or from someone in his/her immediate family.

ARTICLE 22

HEALTH AND LIFE INSURANCE

Section 1. Employees shall contribute an amount equal to twelve percent (12%) of the COBRA rate towards the health insurance costs. Employee contributions shall be paid each pay period.

The employer shall have the right to change insurance companies as long as the benefit levels are the same or similar to the benefit levels in place at the inception of this contract. The City shall be permitted to utilize its desired total steerage program. Such coverage shall consist of comprehensive major medical, prescription and dental coverage. The health insurance benefits shall become effective on the first calendar day of the month following the month in which the employee is appointed to a full-time position.

Section 2. Life Insurance The Employer shall provide life insurance coverage and accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000.00). Such term insurance may be convertible to individual policies at the time of the employee's retirement.

The life insurance and accidental death and dismemberment benefits shall become effective on the first calendar day of the month following the month in which the employee is appointed to a full-time position. The benefits apply to the employee only, not dependents.

ARTICLE 23

HEALTH AND SAFETY OF EMPLOYEES

Section 1. A safety meeting shall be held once each month.

Section 2. The City agrees to operate and maintain a safe working environment as far as practical for all bargaining unit members.

Section 3. The parties shall comply with all applicable federal and state OSHA laws and related rules and regulations.

Section 4. Employees must report, within a reasonable time and in writing, any unsafe working conditions to their respective immediate supervisors.

Section 5. Testing of rubber goods and other equipment shall be as follows:

1. 120-day dielectric leakage test for rubber gloves.
2. 120-day dielectric leakage test for rubber sleeves.
3. 12-month dielectric leakage test for all sticks, blankets and other rubber goods.
4. 12-month dielectric and stress test of line trucks and bucket trucks.

ARTICLE 24

UNIFORMS AND EQUIPMENT

Section 1. Footwear Foot wear with a protective toe (i.e., steel or composite material) shall be required to be worn for employees in the following classifications:

Customer Service Engineering Technician Trainee
Customer Service Engineering Technician I
Customer Service Engineering Technician II
Electric Meter Technician Trainee
Electric Meter Technician I
Electric Meter Technician II
General Maintenance and Warehouse
Operations Setup/SCADA Technician

The City will provide an allowance to employees in the classifications listed above an amount of two hundred and twenty five dollars (\$225.00) after a new employee completes his probationary period. Thereafter, the allowance will be provided to employees on or about March 1st every other year.

When climbing, footwear with a protective toe (i.e., steel or composite material) and shank (i.e., steel or composite material) shall be required to be worn by employees in the following classifications:

Power Line Crew Leader
Power Line Electrician I
Power Line Electrician II
Power Line Electrician Trainee

The City will provide and allowance of three hundred and seventy-five dollars (\$375.00) to employees in the classifications noted above for climbing footwear with protective toe and shank after a new employee completes his probationary period and

every 24 months thereafter paid on or about March 1st. In lieu of climbing footwear, an employee may opt to choose an allowance of two hundred and twenty five dollars (\$225.00) for footwear with a protective toe (i.e., steel or composite material) initially upon hire and every 24 months thereafter paid on or about March 1st. However, the City will only be required to provide an allowance to an employee for 1 (one) pair of work shoes every 24 months.

Section 2. Glasses. The City shall replace any eyeglasses worn by an employee if broken while performing work for the City.

Section 3. Return of Uniforms and Equipment upon Separation of Employment. Employees must return all articles of clothing and equipment that were provided by the City at the time an employee separates employment (i.e., resignation, retirement, removal) with the City.

ARTICLE 25

INCLEMENT WEATHER

Section 1. The decision to suspend hazardous work during inclement weather shall be made by the Supervisor following consultation with the Crew Leader. In making the decision to suspend hazardous work, the Employer recognizes that certain weather conditions, or a combination of weather conditions, may at certain times affect the safe performance of regular work assignments in job classifications where employees normally and customarily work outdoors. In reaching the conclusion to suspend work, the Supervisor shall consider the following weather conditions or a combination of the following: rain, snow, lightning, ice, extremely low temperatures (15 degrees Fahrenheit wind chill factor or below) or high winds.

Section 2. Whenever it is determined by the Employer that the regular work duties of employees must be halted, temporarily suspended, or periodically interrupted due to such adverse weather conditions, the Employer may assign affected employees to

other work that is available and which the employees are qualified to perform. Such alternative work assignments may or may not be included in the affected employees' regular work classifications.

Section 3. The provisions of this Article shall not apply in cases of emergency involving the disruption of services or potential danger or risk to life, health, or safety of any person, persons, or the community at large.

ARTICLE 26

COMMERCIAL DRIVERS LICENSE

Section 1. The City shall provide reimbursement cost to obtain an original Commercial Drivers License (CDL) for those employees required to do so. For those employees whose job description requires the possession and maintenance of a CDL, the City will provide the employee the use of City trucks to practice their skills for the test and to take the driving examination. Time spent by the employee to practice their driving skills and to take the examination shall occur outside of his/her work time and shall not be compensated. Failure to possess a valid CDL shall be grounds for dismissal for those employees whose job description requires its possession.

Section 2. CDL Renewal For the renewal of CDL's, the City will reimburse the employee the difference between their normal license and their CDL, provided that the CDL is required for their immediate job.

Section 3. Biannual Physical Examinations Any employee required to obtain and maintain a Commercial Drivers License in the course of their employment with the City will be eligible for bi-annual physicals made available and paid for by the City through a facility chosen by the City. Any employee who elects not to participate in these physicals shall be responsible for obtaining the physical examination at his own expense.

ARTICLE 27

LAYOFF AND RECALL

Section 1 Reasons For Layoff And Notification Of Layoff The provisions of Revised Code Section 124.321 through 124.328 shall not apply to layoffs by the Employer. The Employer may lay off employees for lack of funds or work, abolishment of positions, reorganization, or other justified reason. The Employer shall notify the Union and affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 2 Layoff and Period of Recall The Employer shall determine in which classifications the layoffs will occur. Layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of City seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Employees of the Electric Department formerly in classifications in the bargaining unit may displace into positions in the unit according to their time in service in positions in the unit, provided they worked in the classification. Laid off employees shall have the right to recall to a position in their former classification for a period up to twelve (12) months from date of layoff.

Section 3 Recall Notification The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

Section 4 Time Limits for Recall and Return From Layoff The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on

the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for twelve (12) months from the effective date of layoff.

Section 5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

Section 6 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.

ARTICLE 28

PROMOTIONS, TRANSFERS AND DEMOTIONS

The City shall utilize the Northwest Lineman College Lineworker Certification Program (LCP) or other accredited program approved by the appointing authority. The City shall pay for all costs associated with this program.

The Northwest Lineman College Lineworker Certification Program (LCP) is to be maintained as a four-year learning experience. A Power Line Electrician I will not be advanced to the journey level (Power Line Electrician II) at least until his or her four-year program of training is completed (8,000 hours of on-the-job training and four (4) years of LCP enrollment) and pursuant to the process identified below:

The Employer retains the right to determine which vacancies to fill by either promotion, transfer or demotion.

Section 1. Classification Series Within the Electric Distribution Department, there will be the following classification series:

Customer Service Engineering Technician Trainee	LEVEL ONE
Customer Service Engineering Technician I	LEVEL TWO
Customer Service Engineering Technician II	LEVEL THREE
Electric Meter Technician Trainee	LEVEL ONE
Electric Meter Technician I	LEVEL TWO
Electric Meter Technician II	LEVEL THREE
Power Line Electrician Trainee	LEVEL ONE
Power Line Electrician I	LEVEL TWO
Power Line Electrician II	LEVEL THREE
Power Line Crew Leader	

Section 2. Classification Series Trainee Level The Trainee designation refers to the entry level classification for the respective classification series. An employee hired in the Trainee level shall have the mechanical aptitude, skills and abilities to be able to advance to the next level of the classification series.

An incumbent employee in the trainee level of the classification series who desires to advance to the next higher level shall meet the following criteria:

A. The incumbent shall have served the requisite number of hours worked and/or the years of service in the Trainee classification required in order to advance to the Level Two classification.

1. Power Line Electrician I Requirements (Level Two):

- 3,120 hours worked as a Power Line Electrician Trainee or equivalent
- Must be certified climber (75 hours), as certified by the Electric Superintendent according to guidelines established in the Electric Department.
- Must have considerable knowledge of the basic principles of electricity and have completed the first year of the LCP Lineman Training Program or equivalent.
- Possession of a valid Class "A" Ohio Commercial Driver's License for

the State of Ohio.

- Certified in "CPR" and a First Aid Course.
- Ability to identify the hazards of working in a high voltage electrical environment.
- Possess the ability to lift 60 lbs. on a regular basis - heavier amounts on occasion.
- Possess the ability to work with arms extended over head continuously for 30 minutes on a regular basis or longer periods of time sporadically.
- Possess the physical ability to climb poles or operate an aerial device up to 85' or higher if required.

2. Meter Technician I Requirements (Level Two):

- One year (2080 hours) of experience as a Meter Technician Trainee reinforced with educational metering training.
- Possession of a valid State of Ohio Driver's License

3. Customer Service Engineering Technician I Requirements (Level Two):

- 4,160 hours worked as a Customer Service Engineering Trainee or equivalent or:
- 2 years prior experience working with engineering principles or any equivalent combination of training and experience with a public or private power company.
- Possession of a valid State of Ohio Driver's License

B. The incumbent Power Line employee must satisfactorily pass a proficiency examination in the Lineworker Certification Program (LCP) or the equivalent of an on-the-job training program approved by the Manager of Electric and Communications.

C. The incumbent must be evaluated satisfactorily as documented on the performance review form by his immediate supervisor and the evaluation must be approved by the Manager of Electric and Communications and the Appointing Authority.

D. The incumbent shall be evaluated in the following areas:

1. Mechanical ability (Power Line Electricians and Meter Technicians only)
2. Climbing ability (Power Line Electricians only)

3. Attitude towards the job, supervision and co-workers
4. Job knowledge and skills
5. Adherence to safety practices

E. Following the completion of the requisite minimum qualifications, a passing grade on the proficiency examination, a satisfactory evaluation, the incumbent shall move from Trainee Level to Level Two in the classification series.

Section 3. Level Two in the Classification Series An incumbent employee in the second level of the classification series who desires to advance to the next higher level shall meet the following criteria:

A. The incumbent shall have served the requisite number of hours worked and/or the years of service in the Level Two classification required in order to advance to the Level Three classification.

1. Power Line Electrician II Requirements (Level Three):

- Any combination of training or experience in a public or private power company totaling 8,000 hours of on-the-job training which must include at least 2,000 hours of live line experience (4,160; 12,470; 69,000; 138,000 volts).
- Three (3) years experience as a certified climber as certified by the Electric Superintendent according to guidelines established in the Electric Department.
- Three years experience on a scheduled callout/standby list, for public or private power company.
- Completion of Northwest Lineworker Certification Program (LCP) or equivalent.

2. Meter Technician II Requirements (Level Three):

- Five years experience as a meter technician
- Possession of a valid State of Ohio Driver's License

3. Customer Service Engineering Technician II Requirements (Level Three):

- Four years including at least eight thousand three hundred twenty (8,320) hours of applicable engineering and operations training as a Customer Service Engineering Technician or

- Four years prior experience working with engineering principles or any equivalent combination of training and experience with a public or private power company.
- Possession of a valid State of Ohio Driver's License

B. The incumbent Power Line employee must satisfactorily pass proficiency examinations in the Lineworker Certification Program (LCP) or the equivalent of an on-the-job training program approved by the Manager of Electric and Communications.

C. The incumbent must be evaluated satisfactorily as documented on the performance review form by his immediate supervisor and the evaluation must be approved by the Manager of Electric and Communications and the Appointing Authority.

D. The incumbent shall be evaluated in the following areas:

1. Mechanical ability (Power Line Electricians and Meter Technicians only)
2. Climbing ability (Power Line Electricians only)
3. Attitude towards the job, supervision and co-workers
4. Job knowledge and skills
5. Adherence to safety practices

E. Following the completion of the requisite minimum qualifications, a passing grade on the proficiency examination, a satisfactory evaluation, the incumbent shall move from Level Two to Level Three.

Section 4. Crew Leader Classification An incumbent employee in the Power Line Electrician II classification who desires to advance to a Crew Leader classification shall meet the following criteria:

A. The incumbent shall have served the requisite number of hours worked and/or the years of service in Power Line Electrician II classification required in order to advance to the Crew Leader classification.

1. Crew Leader Requirements:

- Any combination of training or experience in a public or private power company totaling 10,000 hours of on-the-job experience which must include at least 3,000 hours of live line experience (4160; 12470;

69,000; 138,000 volts).

- Four years experience as a certified climber as certified by the Electric Superintendent according to guidelines established in the Electric Department
- Four years experience on a scheduled callout/standby list, for public or private power company.
- Completion of PDP Training Program or equivalent.
- Possession of a valid Class "A" Ohio Commercial Driver's License for the State of Ohio.

B. The incumbent Power Line employee must satisfactorily pass proficiency examinations in the Lineworker Certification Program (LCP) or the equivalent of an on-the-job training program approved by the Manager of Electric and Communications.

C. The incumbent must be evaluated satisfactorily as documented on the performance review form by his immediate supervisor and the evaluation must be approved by the Manager of Electric and Communications and the Appointing Authority.

D. The incumbent shall be evaluated in the following areas:

1. Mechanical ability
2. Climbing ability
3. Attitude towards the job, supervision and co-workers
4. Job knowledge and skills
5. Adherence to safety practices

E. Following the completion of the requisite minimum qualifications, a passing grade on the proficiency examination, a satisfactory evaluation, the incumbent shall move from the Power Line Electrician II classification to a Crew Leader classification.

ARTICLE 29

VACANCIES AND JOB POSTINGS

Section 1. Vacancy Announcements The City retains the right to determine a vacancy and when and if it will be filled. Employees may file timely applications for

promotions, lateral transfers or demotions. Vacancies that the City intends to fill shall be posted in a conspicuous manner throughout the City with a copy of the posting provided to the Union. The vacancy notice shall remain posted for a period of at least ten (10) workdays and shall indicate the date by which interested bargaining unit employees must submit an application for the vacant position.

For posted vacancy announcements of classifications in this bargaining agreement, excluding those classifications at levels higher than the Trainee level identified in Article 28, the City will divide all of the applications received in the following manner:

- A. Applications from Electric Division employees for whom the position would be a promotion and who possess and are proficient in the minimum qualifications for the posted position.
- B. Applications from Electric Division employees for whom the position would be a lateral transfer and who possess and are proficient in the minimum qualifications for the posted position.
- C. Applications from all other non-Electric Division employees of the City and external applicants.
- D. Applications from City employees for whom the position would represent a demotion. Demotions shall be awarded at the sole discretion of the employer.

Employees serving either in an initial probationary period or promotional probationary period, shall not be permitted to bid on job vacancies unless pursuant to the provisions of Section 7. Any employee within the bargaining unit who wishes to be considered for a position described in a vacancy notice posted in accordance with Section 1 of this Article must submit a written application to Human Resources by the date provided in such posted notice.

Section 2. Selection The City shall, in its sole discretion, determine if applicants for posted vacancies are eligible to fill those vacancies.

Section 3. The City shall review the applications in the order identified in Section 1 above. If there is more than one qualified bargaining unit employee in connection with a posted vacancy in paragraphs 29.1 A and B, the vacant position shall be offered to the

employee who meets the minimum qualifications and has the highest degree of qualifications, knowledge, skill and ability to perform the functions and duties of the vacant position. If the qualifications, knowledge, skill and ability of two or more applicants are substantially equal, the position shall be offered to the bargaining unit employee with the greatest level of division seniority.

Section 4. If no qualified bargaining unit employees apply for a vacancy posted in accordance with Section 29.1 A and B of this Article, the vacancy shall be filled by accepting applications from individuals in Section 29.1 C or D.

Section 5. Once a position is posted and the City does not fill the position, or does not identify a person to fill the position within one hundred twenty (120) calendar days of removal of the posting, the City will re-post the open position if it intends to fill the vacant position. All bargaining unit applications from the initial posting shall be considered null and void.

Section 6. Employees receiving an original appointment to a job classification in the bargaining unit shall be in a probationary status during the first 180 calendar days of active employment. Employees receiving a promotion to a new job shall have one hundred and eighty (180) calendar days in which to return to his former job unless an offer of employment has been extended or if another employee has filled the position. An employee who the City deems incapable of performing the job may be returned to his former position within one hundred and eighty (180) calendar days. In the event the employee is returned by the City to his former position within the one hundred and eighty (180) day period, such return will be without prejudice. If the employee is returned to his former position for any reason, the employee shall be reinstated in to his former rate of pay. The City may then fill the position in accordance with the Sections of this Article.

Section 7. Bargaining unit employees who are currently completing probation periods and who wish to apply for a vacant position within the bargaining unit may be considered for the position if no non-probationary bargaining unit employee applies for

that position. If selected for the position, the employee will be subject to a new, original probationary period beginning with the first day of appointment of the new position.

Section 8. Should the City establish any new job classifications within the bargaining unit, the rate of pay may be the subject of negotiations between the City and the Union. Should the parties be unable to reach agreement on the rate of pay for the newly established classification, such wage rate negotiations shall proceed consistent with Chapter 4117 of the Ohio Revised Code.

Section 9. Temporary Appointments and Assignments. When qualified applicants are not available; or pending the making of a regular appointment, or in an emergency, a department manager may make temporary appointments with the approval of the Appointing Authority. No temporary appointment shall exceed six (6) months. Employees who are temporarily appointed or assigned to positions in pay levels lower than their regular pay levels will continue to be paid at their established pay levels. Employees who are temporarily appointed or assigned to positions in pay levels higher than their regular pay levels will be compensated at the higher rate if the appointment or assignment is of five (5) consecutive work days or more. The higher compensation will begin effective the fifth day and retroactive to the first day the employee was temporarily appointed or assigned to the higher paid position.

ARTICLE 30

SENIORITY

Section 1. Accrual There shall be three types of seniority defined as follows:

1. City Seniority shall be defined as the length of continuous service with the City since the employees earliest date of employment with the City.
2. Division Seniority shall be defined as the continuous length of service with the electric division.

3. Classification Seniority shall be defined as the length of continuous service within a classification.

Seniority, for purposes of this contract, shall only be as outlined in this Article. Seniority shall be applied as a determining factor only in those matters specifically specified elsewhere in this Agreement.

Section 2. Laid Off Employees Employees laid off shall retain their seniority for the period of their layoff. That is, the seniority for laid-off employees shall be "frozen" as of the date of layoff unless the employee is not recalled from layoff in the recall period set forth in the layoff article.

Section 3. Break in Seniority An employee's seniority shall be terminated when one or more of the following occur:

- A. The employee resigns;
- B. The employee is discharged for just cause;
- C. The employee is laid off for a period of time exceeding twelve (12) months;
- D. The employee retires;
- E. The employee fails to report to work for more than three (3) working days without having given the City advance notice of the pending absence, unless the employee was physically unable to do so, as certified by the appropriate authority;
- F. The employee refuses recall or fails to respond to a recall notice consistent with Article 27 - Layoff and Recall.
- G. Failure to return to work at the expiration of a leave of absence.

Section 4. Posting of a Seniority List The City shall post a seniority list once every twelve (12) months showing the City, division and classification seniority of each employee. A copy of the seniority list shall be furnished to the Union.

Section 5. Tiebreakers Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

ARTICLE 31

DISCIPLINARY ACTION

Section 1. Progressive Corrective Action The parties believe in a principle of progressive discipline. No employee shall be reduced in pay or classification, suspended, discharged, or removed except for just cause. The parties recognize that in some instances a specific incident may justify an immediate recourse of a more severe action including suspension and/or discharge.

Discipline may include but is not limited to the following:

- A. Oral Reprimand (reduced to writing)
- B. Written Reprimand
- C. Suspension
- D. Termination

Suspensions may either be paid or unpaid. Paid suspensions shall be considered working suspensions. A working suspension is noted as a suspension on the employee's corrective action record, but the employee does not miss work and receives pay for the time worked, i.e., a "paper" suspension. For purposes of this policy, a working suspension shall carry the same weight as an unpaid suspension.

The level of discipline shall be commensurate with the infraction and may be advanced discipline on the initial infraction, up to and including removal. The Employer may place an employee on administrative leave while investigating a disciplinary matter.

Section 2. Pre-disciplinary Conference In the event that an employee is to be given disciplinary action for behavior or conduct which warrants a suspension, removal, or other discipline resulting in loss of pay, a pre-disciplinary conference between the

employee and the Appointing Authority, or designee, shall be arranged. The employee may have a union representative or a union official present at the pre-disciplinary conference. The employee shall be responsible to notify the union representative or union official. When the nature of the offense is such that immediate disciplinary action is required the Employer may, at its discretion, place an employee on administrative leave with pay until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension.

Section 3. Imposition of Discipline In the event of disciplinary action resulting in an Oral Reprimand, Written Reprimand, dismissal, demotion or suspension, with or without pay, the Appointing Authority or his designee, shall give notice to the employee of such corrective action in writing. Such written notice shall become a part of the employee's personnel file with one (1) copy to the employee, one (1) copy to the Union Steward, and one (1) copy to the Union Local.

Section 4. Records Retention Records relating to oral reprimands and/or written reprimands will cease to have force and effect for purposes of progressive discipline after eighteen (18) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred. If there is any intervening discipline, the record shall be maintained in the personnel file until there are eighteen (18) consecutive months during which the employee does not receive intervening discipline.

Records relating to suspensions shall cease to have force and effect for purposes of progressive discipline after thirty (30) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred. If there is any intervening discipline, the record shall be maintained in the personnel file until there are thirty (30) consecutive months during which the employee does not receive any records relating to suspensions.

All records of disciplinary action removed from the employee's personnel files for any of the reasons outlined above shall not be considered in future disciplinary action, except that prior discipline may be used to establish that employees have been made aware of the expected standard of conduct.

Section 5. Appeal of Disciplinary Action An employee subject to suspension, demotion or termination shall have the right of appeal in accordance with Step 3 of the Grievance Procedure.

ARTICLE 32

GRIEVANCE PROCEDURE

Section 1. Resolution of Contractual Issues It is agreed that the City, its representatives and supervisors, and/or the Union, will attempt to bring about the settlement of any contractual issue by means other than the grievance procedure.

Section 2. Definition, Content and Steps A grievance is a dispute or difference between the City and the employee covered by this Bargaining Agreement, concerning the interpretation and/or application of this contract.

All grievances must contain the following information:

- A. the aggrieved employee's name, or names of all grievants if it is a group grievance;
- B. the aggrieved employee's classification;
- C. the date grievance was first discussed with a supervisor and the name of the supervisor with whom the grievance was discussed;
- D. the date and time grievance occurred;
- E. the date the grievance is filed;
- F. the location where the grievance occurred;
- G. a description of the circumstances or incidents giving rise to the grievance;
- H. the specific provisions of the Agreement violated;
- I. the desired remedy to resolve the grievance; and

J. the documentation believed to support the grievance.

The following procedures shall apply to the administration of all grievances filed under this Agreement, and shall be presented in accordance with the steps outlined below:

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisor(s) of the possible grievance within seven (7) calendar days of the occurrence of the facts giving rise to the grievance. The presentation of this grievance shall be in the employee's own hand. The supervisor will schedule an informal meeting within seven (7) calendar days after the receipt of the grievance, with the employee, and his steward if requested by the employee, to discuss the issues in dispute with the objective of resolving the matter informally, with a written reply of the meeting to be given to the employee, the Union steward, and the Employer.

Step 2:

If no satisfactory settlement is reached at the first step, the grievance may be appealed to the Division Head, or other City designate, and the Local Union Business Representative within seven (7) calendar days after receiving the reply of the first step. The appeal shall restate the grievance, and shall include proposed remedy sought by the aggrieved party. A second step answer, reduced to writing, will be given to the aggrieved party within seven (7) calendar days of receiving the written appeal.

Step 3:

If no satisfactory answer is reached at the second step, the grievance may be appealed to the Mayor by the Union Business Representative or their designated alternates within seven (7) calendar days after the reply in the second step is rendered. The appeal shall be reduced to writing, shall contain the original grievance and all subsequent answers/decisions, and be in the employee's own hand. A meeting will be scheduled with the parties within seven (7) calendar days after the receipt of the appeal, and a written reply will be issued as a result of this hearing within fourteen (14) calendar days following the

hearing of the grievance. If no agreement can be reached by the parties as the result of such meeting, the grievance may be submitted to arbitration at the option of the Union or the Employer upon written notice of either party to the other within seven (7) calendar days after the receipt of the results of the third step meeting. All grievances involving a suspension or termination shall be initiated at this step.

Section 3. Timely Processing of Grievances Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Any time limits in this Article may be extended by the Employer and the grievant or Union by mutual agreement in writing.

Section 4. Union Representation/Attendance at Meetings If a meeting or hearing is held pursuant to this Article, an employee acting as Union representative shall not be compensated for the time spent at the meeting or hearing for time spent outside their regular working hours. The grievant shall not receive compensation if the meeting or hearing is held during non-working hours. However, the affected employee or employee acting as a Union representative shall not forfeit compensation or benefits if the meeting or hearing is held during their normally scheduled hours.

Section 5. Personal Matters Nothing in this contract prohibits an employee from personally bringing matters of a personal nature or concern to the attention of the appropriate officials of the City.

ARTICLE 33

ARBITRATION

Section 1. Voluntary Selection of Arbitrator In the event a Grievance is submitted to arbitration, the parties will attempt to select an impartial arbitrator. If the

agreement on the impartial arbitrator cannot be reached within seven (7) days of the notice to arbitrate, the selection of an arbitrator shall be in accordance with Section 2 hereof.

Section 2. FMCS Selection The parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial arbitrators. A coin toss will determine which party strikes first for the first arbitration during the course of this Agreement. One party shall first strike one (1) name from the list, followed by the other party striking one (1) name. The above process shall be repeated until one (1) person remains on said list. The person remaining on said list shall serve as arbitrator. The parties will alternatively have the opportunity to strike first with each successive arbitration.

Section 3. Process Arbitration proceedings shall be conducted under the voluntary labor arbitration rules, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

Section 4. Arbitrator Scope of Authority The arbitrator will then make his/her finding and render his/her decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, vary, or remove any provision of this Agreement which establishes an implied limitation upon the Employer which is herein not specifically set forth. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the City as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may

raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The scale of wages established by this Agreement shall not be changed by any arbitration decision.

The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinions which are not directly essential in reaching the determination.

Section 5. Fees and Expenses The fees and expenses of the arbitrator and the costs of the hearing room, if any, shall be borne by the losing party. Neither party shall be responsible for any of the expenses incurred by the other party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

Section 6. Arbitrator Decision The decision of the arbitrator shall be binding and final upon the Employer, the Union, and the employees covered by this Agreement.

Section 7. Retroactivity Awards of settlement of grievances shall in no event be made retroactive beyond the date of which the grievance was first presented in Step 1 of the Grievance Procedure. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator as the case may be, less any unemployed compensation or other compensation that the aggrieved party or parties may have received from any source during the period for which back pay is claimed.

Section 8. Pre-arbitration Meetings Either party may request; in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents

expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) calendar days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

ARTICLE 34

EMPLOYEE RECORDS

Records of any oral or written warning or suspension presently in an employee's personnel file at the time of the execution of this Agreement shall likewise be purged providing the records meet the criteria for purging as set forth in Article 31, Disciplinary Actions.

For purposes of this Article, "employee records" shall be those as officially maintained in the office of Human Resources.

Employees shall have the right upon request to inspect their personnel file at reasonable times once during each six (6) month period. Further, each employee shall have the right to receive a copy of any document placed in his/her personnel file.

ARTICLE 35

ADMINISTRATIVE LEAVE

The Director of Public Service may place any member on Administrative Leave when, in the exercise of his/her discretion, he/she determines it is in the best interest of the member or the City. Administrative Leave shall be leave with full pay and benefits and shall continue for a period determined by the Director of Public Service. Administrative Leave is not punitive or disciplinary in nature. A member on Administrative Leave shall

not report for duty during the period of such leave. The City shall notify the Union within two (2) working days that a member has been placed on Administrative Leave.

ARTICLE 36

BULLETIN BOARDS

The City shall furnish Local #306 one bulletin board at the Electric Department Building in a suitable location where employees have access to view it. The Union shall be provided the bulletin board for posting information concerning Union meetings, elections, social or other functions. The Union agrees it will not post any notices of inflammatory nature. Materials containing personal attacks upon any other member or any other City employee; derogatory attacks upon the administration; attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization shall be prohibited from being posted on the bulletin board at any time.

ARTICLE 37

GENDER AND PLURAL

Throughout this Agreement, and whenever the context so requires, the use of the words in the singular shall be construed to include the plural. Similarly, words in the plural shall include the singular. Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of said genders. The use of the masculine or feminine genders is intended for convenience only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 38

HEADINGS

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

ARTICLE 39

CONFORMITY TO LAW

Section 1. This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

Section 2. Unlawful Provisions In the event any provision of this Agreement is determined to be unlawful by any court of law of competent jurisdiction, the unlawful provision will be deemed invalid. However, all other provisions of the Agreement will continue in full force and effect. Upon the request of either party, the parties agree to meet for the purpose of negotiating alternative language to the provision deemed to be unlawful.

ARTICLE 40

**DURATION OF AGREEMENT, SUBSEQUENT NEGOTIATIONS,
ENTIRE AGREEMENT**

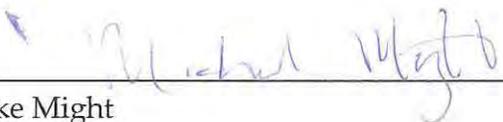
Section 1. Duration This Agreement shall be effective on June 1, 2013 and shall remain in full force and end on May 31, 2016. Either party shall notify the other in writing no earlier than one hundred-twenty (120) days and no later than ninety (90) calendar days

prior to said expiration date of an intent to initiate and engage in negotiations on any or all of its provisions. Such notice shall be by certified mail with return receipt requested.

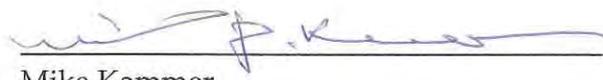
Section 2. Subsequent Negotiations In the event notice is given as stated above, negotiations shall commence no later than sixty (60) days prior to the expiration date. If fifteen (15) days prior to said expiration date, the parties are not in accord as to the contents of the new Agreement, said parties shall jointly request the services of the State Employment Relations Board (SERB) consistent with Chapter 4117 of the Ohio Revised Code.

Section 3. Entire Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities 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 concerning the subject matter provided for herein, either oral or written, are hereby canceled.

FOR LOCAL 306, I.B.E.W.:



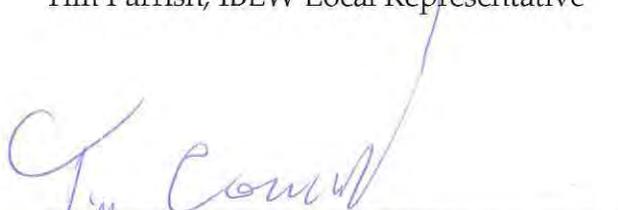
Mike Might
Business Manager



Mike Kammer
President

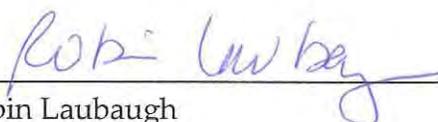


Tim Parrish, IBEW Local Representative



Tim Conrad, IBEW Local Representative

FOR THE CITY OF WADSWORTH:



Robin Laubaugh
Mayor



Chris Easton
Director of Public Service



Harry Stark, Asst. Dir. Public Service

Signed this 12 day of February 2014.