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AGREEMENT

BETWEEN THE CITY OF BRYAN

AND

LOCAL UNION NO. 245 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

(City of Bryan Wastewater Treatment Plant)

1-1-14 – 12-31-2016

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Preamble
Agreement/Purpose

Section 1. This Agreement, entered into by and between the City of Bryan, hereinafter referred to as the "Employer," and Local Union No. 245 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union," has as its purpose the following:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code (ORC) and to set forth an agreement between the parties governing the wages, hours, terms and other conditions of employment for the employees included in the bargaining unit as defined herein; to facilitate the peaceful adjustment of differences that may arise from time to time; to promote harmony and efficiency to the end that the parties hereto may mutually benefit; and, to assure the continuation of effectiveness of public services.

Article 1
Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer as full-time and part-time, hourly paid employees employed in the City of Bryan Wastewater Treatment Plant as established by the State Employment Relations Board (SERB), case number 2013-REP-03-0026. All other employees, specifically including those as established by the State Employment Relations Board (SERB) case number 2013-REP-03-0026, shall be excluded from the bargaining unit.

Section 3. The Employer will furnish the Union with a list of all Bargaining Unit employees in the classifications covered by this Agreement indicating their starting date of employment and classification date. Such list will be supplemented by the names of all new Bargaining Unit employees and any subsequent changes for all Bargaining Unit employees.

Article 2
Management Rights

Section 1. The Employer shall, except to the extent specifically limited by the express provisions of this Agreement, retain all legal and customary rights to manage and direct the operation and affairs of the Employer, which more particularly include, but are not limited to, the following:

A) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the public Employer, standards of service, its overall budget, utilization of technology, and organizational structure.

B) Direct, supervise, evaluate or hire employees.

C) Maintain and improve the efficiency and effectiveness of 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 layoff, transfer, assign, schedule, promote, or retain employees.

F) Determine the adequacy of the work force.

G) Determine the overall mission of the Employer as a unit of government.

H) Effectively manage the work force.

I) Take actions to carry out the mission of the public Employer as a governmental unit.

Section 2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except to the extent that the Employer's decisions in these areas have an effect on wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. Any bargaining unit employee may raise a complaint or file a grievance based on the collective bargaining agreement.

Section 3. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically limited by the express provisions of this Agreement shall remain the sole and exclusive function of the Employer.

Article 3

Non-Discrimination

Section 1. There shall be no discrimination by the Employer or any of its agents against any employee because of membership in the Union. Likewise, there shall be no discrimination by the Union or any of its agents against any employee because of non-membership in the Union.

Section 2. The Employer and Union agree not to discriminate for reasons of race, creed, color, sex, age, military status, disability or national origin.

Section 3. All references to employees in this Agreement designate both sexes and whenever the male (or female) gender is used, it shall be construed to include both male and female employees.

Section 4. The Employer and Union agree it is the Union's duty to fairly represent employees and will hold the employer free of liability in the event of any action taken or not taken by the union in its responsibility of providing free representation.

Section 5. The Union agrees not to interfere, discriminate, restrain or coerce any employee who chooses to refrain or resign from membership in the Union or union activities. The Employer and Union agree they will not tolerate employee's interfering, discriminating, restraining or

coercing their peers who choose to refrain or resign from membership in the Union or union activities.

Article 4

Dues Deduction

Section 1. The Employer agrees to deduct regular Union membership dues in accordance with this Article once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction authorization form (Appendix A) must be presented to the Employer by the Union. Upon receipt of such proper payroll deduction authorization form, the Employer will deduct such Union dues from the payroll check for the next pay period in which authorization was received by the Employer. A check, equal to the amount of such deductions, shall be remitted to the Union within thirty (30) days following the date such deductions are made.

Section 2. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues/fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with the terms of this Agreement or with applicable law.

Section 4. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 5. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 6. The rate at which such dues are to be deducted shall be certified by the Union in writing to the Employer. Prior to making any changes in the rate of such dues deductions, the Union must give the Employer a minimum of one (1) month advance notice.

Section 7. All employees who, sixty (60) days from their date of hire, are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of employment.

The fair share fee amount shall be an amount no more than the current Union dues and shall adequately reflect only representational activities on the part of the Union.

The Union shall have a valid rebate procedure to refund nonmembers for any fair share fees used other than for representational purposes. Such fair share fee deductions shall be subject to and in accordance with all applicable Federal and State statutory and decisional laws in effect during the term of this Agreement. The Union shall provide a copy of its internal rebate procedure and accompanying expenditure report thereof to the Employer on an annual basis.

The Employer agrees to deduct regular Union fair share fees from the earnings of an employee in accordance with this Article once each month from the pay of any employee who is eligible to be in the bargaining unit and upon receiving written authorization from the Union. The signed payroll deduction authorization form (Appendix B) must be presented to the Employer by the Union. Upon receipt of such proper payroll deduction authorization form, the Employer will deduct such Union fair share fees from the payroll check for the next pay period in which authorization was received by the Employer. A check, equal to the amount of such deductions, shall be remitted to the Union within thirty (30) days following the date such deductions are made.

Section 8. Nothing in this Article shall be interpreted or otherwise construed to require an employee to become or remain a member of the Union.

Section 9. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Article 5

Grievance Procedure

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

Section 2. It is the intent of the Employer and Union that this grievance procedure be the sole and exclusive appeal procedure in the redress of grievances as a result of and in accordance with the provisions of Section 1 herein, and any/all other such appeal procedure(s) superseded or otherwise replaced by this Agreement shall hereinafter be deemed as inapplicable for such purpose.

Section 3. All employee grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee or the Union Business Manager or his designee may withdraw an employee grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. The time limits provided for herein shall be strictly adhered to and any employee grievance not submitted initially or appealed to the next step within the specified time limits shall be deemed as invalid and void, provided however, that any employee grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Responses or answers to grievances at any step will be in writing and hand delivered to the grievant or Union Steward. When the employee is unavailable the response or answer will be forwarded directly to the Union. All time limits on grievances may be extended only upon mutual consent of the parties, such extensions will be requested and granted in writing. "Work days" as provided in this Article shall be defined as Monday

through Friday, and shall exclude Saturdays or Sundays or any holiday recognized under this Agreement.

Section 4. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedule or workplace. Every reasonable effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1. For an alleged employee grievance to receive consideration under this procedure, the grievant, and his/her Union representative, verbally within ten (10) working days of the occurrence that gave rise to the grievance. The supervisor shall provide a response within ten (10) working days following the date on which the supervisor was presented the grievance. The response time may be extended by mutual agreement to allow for a meeting with the individuals involved.

Step 2. If the grievance is not resolved in Step 1, the employee may either drop the matter or, with his/her Union representative, if so requested, reduce the grievance to writing and within ten (10) working days following the Step 1 reply, refer the grievance to the department superintendent. The department superintendent shall have ten (10) working days in which to schedule a hearing with the grieved employee, and his/her Union representative if so requested. The department superintendent shall respond in writing to the grievance within ten (10) working days following the grievance hearing date. A copy of the written answer will be sent to the Union Business Manager.

Step 3. If the grievance is not resolved in Step 2, the employee may either drop the matter, or with his/her Union representative, if so requested, refer the grievance to the Mayor within ten (10) working days following the Step 2 reply. The Mayor shall have ten (10) working days in which to schedule a hearing with the grievant, and his/her Union representative, if so requested. The Mayor shall respond in writing to the grievance within ten (10) working days following the grievance hearing date. A copy of the written grievance will be sent to the Union Business Manager.

Section 5. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1) Grieved employee's/Employer's name and signature.

2) Grieved employee's/Employer's classification.

3) Date grievance was filed.

4) Date and time grievance occurred.

5) Location where grievance occurred.

6) Description of incident giving rise to the grievance.

7) Specific Articles and Sections of the Agreement alleged to have been violated.

8) Desired remedy to resolve grievance.

Section 6. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 7. Nothing contained herein shall be construed as limiting the right of any employee having an grievance to discuss the matter informally with an appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. All such adjustments of grievances shall be final and binding upon all the parties hereto

Section 8. If the employee grievance is not satisfactorily resolved after having exhausted the aforementioned grievance procedure, the Union may submit the grievance to arbitration. Notice of a request for arbitration must be served by the Union on the Employer within ten (10) working days after having failed to satisfactorily resolve the employee grievance as stipulated in the aforementioned grievance procedure. Any employee grievance not submitted to arbitration within such ten (10) working days time period by the Union shall be deemed as resolved and therefore not arbitrable.

Within ten (10) working days following the request for arbitration, the Employer and Union shall meet and attempt to mutually agree upon an arbitrator. In the event such an agreement is not reached, either party may request the Federal Mediation and Conciliation Service to submit a list of nine (9) qualified and impartial arbitrators from Ohio that are members of the National Academy of Arbitrators, and the parties shall select a single arbitrator from such panel, via the alternate striking of names method. The party requesting arbitration shall be the first to strike and so on until only one (1) name remains who shall be the arbitrator. Either party may request a second such list of arbitrators if the initial list is determined to be unsatisfactory. The cost of obtaining a second list of arbitrators shall be paid by the party requesting the list.

Section 9. The arbitrator shall have only the authority to interpret, apply or determine compliance or non-compliance with the provisions of this Agreement. The arbitrator shall not have the authority to rule contrary to, amend, alter, add to, subtract from, modify or change any

of the provisions of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue submitted for arbitration and shall have no authority to make an award on any other issue not submitted to arbitration.

Section 10. The first question to be placed before the arbitrator will be, at the discretion of either party, whether or not the grievance is arbitrable. Should the arbitrator determine the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the arbitrator.

Section 11. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees.

Section 12. Each party shall bear the expense of preparing and presenting its own case. Expenses attendant to the services of the arbitrator shall be borne by the partie(s) in accordance with the following:

A) If the arbitrator denies/dismisses the grievance in its entirety, the party filing the grievance shall pay such expenses.

B) If the arbitrator sustains/upholds the grievance in its entirety, the party against whom the grievance was filed shall pay such expenses.

C) If the arbitrator neither denies/dismisses the grievance in its entirety nor sustains/upholds the grievance in its entirety; such expenses shall be shared and paid equally by the parties.

Section 13. The Union Steward and grievant shall not suffer a loss of pay for his or her time spent at the arbitration hearing. Employees who are subpoenaed as witnesses for the arbitration shall receive their regular or overtime rate of pay as applicable.

Article 6
Representation

Section 1. The parties recognize that it may be necessary for one (1) employee representative of the Union to leave a normal work assignment while acting in the capacity of representative as specifically permitted herein. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by such representatives. Prior to leaving a work assignment pursuant to this Section, the representative must obtain approval from his/her immediate supervisor. Employee representatives shall not suffer any loss of pay while acting in that capacity during their regular work hours, when and where doing so is specifically permitted herein and/or otherwise specifically authorized by the Employer.

Section 2. The Union shall provide the Employer with an official roster of its officers and employee representatives (both employee and non-employee) who are authorized to act on behalf of the Bargaining Unit members. Such list shall be supplemented by the names of all new employee representatives. No employee representative (employee or non-employee) will be recognized by the Employer until the Union has presented the Employer with written certification of the employee representatives selection. In some instances, a notification by telephone from an official of the Union will be acceptable, followed by written certification.

Section 3. The writing and investigation of grievances and the conducting of any other Union related business shall be on non-work time whenever possible, unless otherwise specifically permitted herein, or unless otherwise specifically authorized by the Employer. The authorized representative shall be permitted time to deliver grievances to the next step of the grievance procedure during work hours without any loss of pay with the approval of his/her immediate supervisor. Grievance hearings shall be scheduled during an employee's regular (day shift) work hours, and the employee/employee representative shall not suffer any loss in pay while attending such hearing.

Section 4. The Union agrees that no representative of the Union, either employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees, and further agrees not to conduct Union business during work hours except to the extent specifically permitted herein, or as specifically authorized by the Employer.

Section 5. Members of the Negotiating Committee shall be paid for straight time hours of work lost during contract negotiations. The Negotiating Committee shall not exceed two (2) employees who shall be designated at the outset of negotiations.

Article 7
Discipline

Section 1. No employee shall be reduced in pay, suspended, discharged or otherwise disciplined except for just cause.

Section 2. Whenever the Employer determines that an employee's conduct may warrant a suspension, reduction, discharge, or any other action resulting in a loss of pay, a predisciplinary meeting will be scheduled to give the employee an opportunity to offer an explanation of the alleged violation. Written notice of such meeting may be mailed or personally delivered to the employee at work, if feasible. Such notices shall specify the time, date, and place of the meeting, and the notice shall also advise the employee of his right to have a representative of the Union present at the meeting.

Section 3. An employee who is suspended, demoted, discharged or otherwise disciplined (verbal reprimands/counselings excepted) shall receive written notice regarding the reason(s) for the disciplinary action and shall be afforded the right to Union representation if the employee so chooses.

Section 4. Depending on the severity of the infraction/violation involved, discipline shall normally be applied in a corrective, progressive and uniform manner, and shall be proportionate to the infraction/violation committed.

Section 5. All discipline shall be carried out in private and in a businesslike manner.

Section 6. Records of oral warnings or admonishments will no longer have force and effect one (1) year after the effective date of the disciplinary action, providing no intervening discipline has occurred. Records of written reprimands will no longer have force and effect one (1) year after the effective date of the disciplinary action, provided no intervening discipline has occurred. Records of all other disciplinary actions will no longer have force and effect two (2) years after the effective date of the disciplinary action, provided no intervening discipline has occurred.

Section 7. Discipline that consists of verbal reprimands, written reprimands, suspensions of three (3) days or less shall not be subject to the arbitration step of the grievance process contained in this agreement. In the event the employee challenges discipline of suspensions of up to three (3) days or less, including verbal and/or written reprimands, the grievant may not proceed past step three of the grievance procedure contained in Article 6.

Notwithstanding this provision, if through the imposition of multiple suspensions of three (3) days or less, an employee is made to serve suspension time that equals or exceeds ten (10) days' worth of unpaid time in a rolling one (1) year period, the Union shall be permitted to arbitrate any suspension, regardless of the length of time.

Article 8
Bulletin Board

Section 1. The Employer agrees to permit the Union to place a bulletin board [maximum of twelve (12) square feet in size] in the vicinity of the all time clocks. Such bulletin boards shall be at the expense of and be maintained by the Union.

Section 2. Posted materials on the Union bulletin board shall be limited to the following: Notices of Union meetings; Notices and results of Union elections; Notices of Union social or recreational events; Notices of Union conferences and conventions; Notices of appointments of Union representatives. Any other materials not specifically permitted or covered herein shall be subject to the approval of the Employer prior to posting.

Section 3. Repeated violation(s) of the provisions of this Article may result in the revocation of bulletin board posting privileges by the Employer.

Article 9
Personnel Files

Section 1. Employees may, upon request, have access to their individual personnel file, with or without their local Union representative, during normal office business hours.
Section 2. An employee request for copies of items included in the employee's file shall be honored. All items in the employee's file with regard to complaints and investigations will be clearly identified as to date of incident the reason for complaint and/or investigation, and the final disposition of the complaint and/or investigation. Employees are prohibited from removing anything from their personnel files.

Section 3. Should the employee, upon review of his or her personnel file, come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which shall remain in the employee's file so long as the negative material remains.

Article 10
Health and Safety

Section 1. It is agreed that health and safety and the observance of all laws and Employer rules and regulations pertaining to health and safety are of mutual concern to all of the parties hereto. Therefore, the Employer, the Union and the employees recognize the importance of and will make every reasonable effort to promote and encourage the health and safety of employees.

Section 2. The Employer agrees to provide a safe and healthful workplace and to maintain all tools, equipment and vehicles in safe operating condition.

Section 3. The employees agree to maintain their tools, equipment, vehicles, and work areas in a safe and proper manner, and to observe all health and safety laws, and rules and regulations established by the Employer. All unsafe working conditions/equipment shall be reported to the Employer immediately upon an employee's becoming aware of the same. Employees shall not be required to perform work or operate equipment in violation of safety laws, or Employer rules and regulations.

Section 4. The Employer will keep the employees informed of all such laws, rules and regulations. In the spirit of maintaining an atmosphere of a safe work environment the Employer will hold regular safety committee meetings. The committee will consist of one union member from each section or department and the others designated by the Employer. Meetings will be held at least four (4) times per year and the minutes of each meeting will be taken and copies will be posted on the Union bulletin boards by union members.

Article 11
Seniority

Employment seniority shall be computed on the basis of an employee's uninterrupted length of continuous service with the Employer. Job classification seniority shall be computed on the basis of an employee's uninterrupted length of continuous service in a given job classification. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. In the event of multiple employees with the same hire date, the following rule will apply: date of hire in an even-number year – forward by alphabetically with 'a' having the most seniority; date of hire in an odd number year – backward by alphabetically with 'z' having the most seniority.

Employees laid off shall retain their seniority for a period of eighteen (18) months from the date of their layoff. Seniority shall not apply to any new employee until that employee has successfully completed his/her one (1) year probationary period. However, upon the successful completion of such probationary period, the employee's seniority shall be computed as stated above for both employment and job classification seniority.

Article 12
Layoff Procedures

When the Employer determines that a layoff or job abolishment is necessary due to a lack of funds or lack of work, the Employer will notify the affected employee(s) two (2) weeks in advance of the effective date of the layoff or job abolishment. The Employer shall determine in which classification(s) layoffs will occur. Employees will be laid off in accordance with their job classification seniority. Employees having the least seniority will be laid off first, provided, however, that all non-full-time; non-permanent employees employed in such classification(s) shall be laid off first.

Any employee receiving notice of layoff shall have the right to displace a less senior employee in any classification covered by this Agreement provided said employee, at the Employer's discretion, possesses the skill, ability, and qualifications necessary to perform the work without further training. Employees shall have five (5) work days following such notice of layoff to notify the Employer in writing that they intend to exercise their right to displace another employee in accordance with the provisions of this section. This displacement process shall continue until the employee with the least seniority in the classifications covered by this Agreement is reached and laid off, provided, however, that an employee may exercise such displacement rights only once during any such layoff.

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. In the event of a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

Notice of recall from a layoff shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee. The recalled employee shall have ten (10) working days following the date of mailing of the recall notice to notify the Employer of the employee's intention to return to work and shall have ten (10) working days following notification to the Employer of the employee's intent to return in which to report for work, unless a different date for returning to work is otherwise mutually agreed.

Article 13
Filling Vacancies

The Employer supports the practice of promoting from within when practical. It also believes that employees have the primary responsibility for their own career development. To qualify for a promotion, transfer or reclassification an employee must have completed six (6) months of continuous service in their current job classification and be satisfactory in job performance, job evaluations and a disciplinary actions that are no longer in force and effect. To assist in this process whenever the Employer determines that a job vacancy exists, a notice of such vacancy shall be posted in an appropriate location for a period of six (6) work days. This does not eliminate the Employer from advertising externally during these six (6) days. During such posting period, any employee wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or which do not meet the minimum qualifications for the job.

The Employer shall reserve the right to hire the most qualified candidate for any vacant position. However, if two (2) or more employees, having applied for such a job vacancy, are deemed by the Employer to be relatively equal in such job qualifications, then employment seniority shall govern with respect to filling the vacancy.

Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis; nor from permanently filling such vacant position(s) with new applicants from outside the bargaining unit or outside the Employer's employment when no current bargaining unit employee is qualified to fill such vacancy; nor from permanently or temporarily filling such vacant position(s) at its discretion with an individual of its own choosing in the event a posted such vacancy received no applicants during the six (6) work day posting period .

Article 14

No Strike/No Lockout

Section 1. During the term of this Agreement, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, sanction, or otherwise participate in any strike, work stoppage, slowdown, or any other interruption or interference which in any way affects the business or operation of the Employer. Should any employee(s) engage in such activity as outlined above, the Union shall promptly take action to prevent or stop such unauthorized actions, including the immediate posting of a notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to cease and desist such unauthorized actions and immediately return to work. Any employee failing to comply with such instructions, or who participates in or promotes such unauthorized actions, shall be subject to discipline by the Employer.

Section 2. During the term of this Agreement, the Employer agrees not to cause, instigate, or engage in any lockout of its employees.

Section 3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful actions as outlined in this Article.

Article 15

Pay Day

Section 1. The Employer will issue paychecks on a regular bi-weekly basis, absent extraordinary circumstances. With reasonable notice the Employer may change the date of such payroll issuance. If the Employer implements and requires direct deposit of payroll checks on a city-wide basis, direct deposit may be applied to bargaining unit members by providing at least four (4) weeks advance notice.

Article 16
Hours of Work

Section 1. The regular work week for all employees covered by this Agreement shall be forty (40) hours inclusive of the paid time allotted for meal periods. The regular work week shall commence at 12:01 a.m. on Monday of each calendar week and end at 12:00 midnight the following Sunday.

Section 2. A regular work day for all employees covered by this Agreement shall be eight hours. The regular work day for all employees covered by this Agreement, shall include a one-half (½) hour paid meal period, which is to be taken at the job site normally at or near the midpoint of the work shift as determined by the employee's immediate Supervisor or designee. The regular hours for all employees will generally be day shift Monday through Friday,8:00 a.m. to4:00 p.m.. However, the parties recognize that the Employer may change work schedules by providing ninety (90) days advance notice, or in the case of an emergency, notice as soon as practicable.

Section 3. This article is intended to define the regular hours of work in effect at the time of execution of this agreement and as a basis for computing overtime, and shall not be construed as a guarantee of work per day or per week.

Section 4. All employees covered by this Agreement are expected to begin work immediately upon the start of their work shift and continue to do so until the end of their work shift or until released by their immediate supervisor or designee. Failure to comply with the provisions of this Section shall not in any way be interpreted or otherwise construed to be precedent setting in nature and may be grounds for disciplinary action.

Article 17
Inclement Weather

Section 1. The Employer recognizes that adverse weather conditions such as rain, snow, lightning, ice, extremely low temperatures, high winds, or combinations of the above, may at times affect the safe performance of regular work assignments in job classifications where employees normally and customarily work outdoors.

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 18

Labor/Management Meetings

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer (or designee) shall meet with not more than four (4) representatives of the Union (which may include not more than two professional staff members of the Union) to discuss pending problems, exchange information, and to promote improved labor/management relations.

Section 2. A written agenda comprised of the issues to be discussed will be furnished at least three (3) working days in advance of the scheduled meeting, and the Union will provide the Employer with the names of the Union representatives who will be in attendance at such meeting. The purpose of such meetings shall be to:

A) Discuss the administration of this Agreement.

B) Notify the Union of changes made by the Employer which affect bargaining unit employees.

C) Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.

D) Disseminate general information of interest to the parties.

E) Discuss ways to increase productivity and improve efficiency.

F) Consider and discuss health and safety matters relating to employees.

Section 3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 4. Employee/Union representatives attending such meetings shall be given sufficient time without loss of pay or benefits to attend such meetings whenever they are held during the employees' regular working hours.

Section 5. Labor/Management meetings are not intended to be negotiation sessions to alter or otherwise effect changes in the Agreement. All Labor/Management meeting minutes will be posted on all union bulletin boards by the union after minutes have been approved and signed by both parties. It is agreed that the minutes will not single any person out or include names in a negative manner.

Article 19

Training, Education, *and Certifications*

Section 1. The Employer encourages employees to participate in job-related training, workshops, and conferences in order to advance their certifications and remain knowledgeable and to keep current in their area of expertise.

Although employees may be authorized to attend schools and training sessions directly connected with their positions, employees will not be reimbursed for college level courses that they take for their own benefit. Prior to registration for any training course, it must be first approved by mayor or designee.

Upon successful completion, the Employer will reimburse employees for the cost of tuition in accordance with the current Employer reimbursement policy.

Section 2. The Employer shall pay the cost for all training courses and examinations, as well as mileage and other associated expenses related to the advancement of the employee's wastewater certification. The Employer shall pay such costs in accordance with the following schedule as it relates to employee attempts at advancement of his wastewater certification:

Year 1: Employer pays cost for one (1) training course, two (2) examinations, and mileage for travel to training and the exams.

Year 2: Employer pays cost for two (2) exams and mileage for travel to the examinations.

Year 3: Employer pays cost for one (1) exam and mileage for travel to the examination. (for individuals hired before January 1, 2014)

Section 4. The employer is committed to the professional development of all employees and providing a supportive environment designed to encourage all employees to pursue their professional goals and career objectives.

Section 5 All employees hired after January 1, 2014 must obtain a Class I certification within two (2) years after beginning employment in the Wastewater Department. Failure to obtain a Class I certification within this time period will result in separation of employment.

Article 20

Miscellaneous Leaves

Section 1. *Request for Leave Procedure*— Leaves within this article require written request and approval by the wastewater superintendent prior to being granted a leave. Application for a leave of absence with the intent to defraud will result in disciplinary action up to and including dismissal, and a refund to the Employer the salary or wages and benefits paid to the employee.

Section 2. *Court Leave of Absence with Pay*— In order to be eligible for payment, the employee must notify the employee's supervisor within a reasonable time after receipt of notice of selection for jury duty or for court attendance compelled by subpoena, when such duty is performed during the employee's normal working hours.

A) Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during the employee's normal working hours, shall be remitted to the Clerk-Treasurer.

B) If an Employee is released from court when two (2) or more hours remain in the normal workday at the time of release, the employee shall then report to work.

C) The Employer shall grant Court Leave with full pay if an employee is:

1) Summoned for jury duty by a court of competent jurisdiction, or

2) Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action, or

3) The appellant in any action before a civil service commission hearing and is in active pay status at the time of the scheduled hearing before the commission.

Section 3. *Paid Personal Leave*—The Employer will grant four (4) paid personal days (32 hours) per calendar year to each employee who has completed one (1) year of full-time continuous service with the Employer.

A) When an employee wishes to take a personal day, he/she shall notify his/her immediate supervisor or other designated person prior to the employee's designated starting time and is subject to the approval of the Supervisor and wastewater superintendent if after start of shift.

B) Paid personal leave must be taken in increments of not less than (1) one hour for vacation and personal days and one half (½) hour for sick time.

C) Personal days must be used in the calendar year earned, unless approved otherwise by the Employer.

Section 4. *Union Leave of Absence*—A leave of absence without pay may be granted with the advanced written approval of the Employer for the purpose of attending official Union functions such as Conferences and Seminars.

Section 5. Family and Medical Leave Act – Shall be in accordance with the Federal Family and Medical Leave Act, as specifically provided for under the FMLA policy currently in effect for all City employees. Upon execution of this Agreement, the Employer agrees to provide all bargaining unit members with a copy of this FMLA policy.

Article 21
Sick Leave

Section 1. The Employer provides sick leave benefits to full-time employees. The parties recognize that sick leave is a benefit which provides economic security to the employee during periods when the employee is unable to work. Because of this, sick leave acts as an insurance plan which should be used accordingly. Full-time employees earn and accumulate sick leave benefits at the maximum rate of 0.05775 hours of sick leave for each hour in active pay status with the Employer (except for overtime hours worked). Unused sick leave shall accumulate.

Section 2. Sick leave shall be charged in minimum units of one-half (1/2) hour. An employee shall be charged for sick leave only for hours upon which the employee normally would have been scheduled to work, not to exceed forty (40) hours in a week or paid out as overtime. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. An employee who is scheduled to work on a holiday, but is absent, shall not be entitled to receive both sick leave and holiday pay. The employee may only receive holiday pay in accordance with the Holiday article herein.

Section 3. An employee shall furnish a properly completed, written and signed Request for Leave Form, to justify the use of sick leave; and/or, in accordance with Section 6 and 7, a physician's statement stating the nature of the illness from a licensed physician, dentist or chiropractor.

Section 4. When an employee is unable to report to work, the employee shall notify the employee's immediate supervisor or other designated person of, and the reason for, such absence prior to the employee's designated starting time on each day of such absence unless emergency conditions or such other bona fide extenuating circumstances make doing so impossible, or unless other arrangements have been made with the employee's immediate supervisor. When reporting off sick the employee must advise the immediate supervisor of the reason for the request for sick leave. Sick leave is not authorized or approved for payment until the employee has submitted a written request for sick leave and it has been approved by the wastewater superintendent.

Section 5. Sick leave shall be defined as the absence from work with pay and may be granted to an employee under the following circumstances:

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

B) Medical, psychological, dental or optical examination or treatment of the employee or a member of the immediate family, which requires the attendance of the employee and which cannot be scheduled during non-working hours;

C) If a member of the employee's immediate family is afflicted with a contagious disease which requires the care and attendance of the employee or, through exposure to a contagious or potentially hazardous disease, the presences of the employee at work would jeopardize the health of others;

D) Pregnancy and/or childbirth and conditions related thereto. An employee (father) may be granted sixteen (16) hours (2 days) sick leave for the day of the birth and the day after of the employee's child and twenty-four (24) hours (3 days) sick leave starting with the day the child is brought home from the hospital, providing this time frame occurs on a working day.

E) An employee may use up to eight (8) hours (1 day) of sick leave, if necessary, on the day surgery is to be performed on the employee's immediate family member, if such occurs on a working day;

F) Death in the employee's immediate family as defined herein.

Section 6. In accordance with the Family and Medical Leave Act, this article shall be administered concurrently with the City of Bryan's Family Medical Leave policy when appropriate.

Section 7. An employee who is absent due to an illness or injury of three (3) consecutive workdays or more, shall be required to furnish a statement from the employee's physician before returning to work, notifying the Employer that the employee was unable to perform the duties required during the period of absence and is able to return to work. Where sick leave is required to care for a member of the immediate family, the Employer shall require a statement to the effect that the presence of the employee is necessary to care for the ill person, if the immediate family member's illness or disability consists of three (3) consecutive workdays or more.

In addition, employees shall be required to furnish a certificate from a licensed physician stating nature of illness or injury for each absence that is less than three (3) day's duration for reasons outlined in Section 8 and for employee or immediate family member as defined in Section 9. Employees will be allowed four (4) occasions without presenting such certificates on a calendar year basis. An occasion is defined as any absence not exceeding two (2) continuous days.

After four (4) occasions employees will be denied sick leave pay unless they present a certificate from a licensed physician stating the nature of illness or injury requiring absence as outlined in Section 8 and for employee or immediate family member as defined in Section 9.

Exceptions to such sick leave usage verification requirements and/or occasions shall be strictly limited and subject at the sole discretion of the Employer.

The use of sick leave for purposes of a death in the employee's immediate family as defined in Section 9 of this Article shall not count as an occasion.

Section 8. In the event an employee has demonstrated an inability to perform the essential functions of the employee's position satisfactorily, has used sick leave in an excessive manner or in determining an employee's mental or physical ability to perform work for and represent the Employer, medical evidence presented by the employee may be relied upon or, in its discretion, the Employer may require the employee to submit to an examination at the Employer's expense and conducted by a physician selected by the Employer. Employees determined to be permanently disabled to perform the essential functions of their position may be separated from employment after being permitted to exhaust their Family and Medical Leave. Employees who disagree with a separation of their employment under this Section may file a grievance pursuant to Article 5, Grievance Procedure.

Section 9. The definition of immediate family for purposes of this article due to illness or injury as stated in this article shall be: employee's spouse, son, daughter, father or mother who meets one or more of the following criteria:

1) lives in the employee's household;

2) is a dependent of the employee (IRS definition);

3) is solely dependent upon the employee for such care.

The definition of immediate family for purposes of this article due to a death in the employee's immediate family as stated in this article shall be: the employee's spouse, son, daughter, father, mother with a maximum usage limited to three days [3] days to prepare for and attend funeral; and the employee's brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents and grandchildren with maximum usage limited to two [2] days to prepare for and attend funeral.

Section 10. In the event additional time is needed to attend the funeral of an employee's immediate family member the employee may apply for vacation or personal paid leave.

Section 11. In the event of a death of a member of the employee's family not included in the immediate family as defined herein the employee may apply for vacation or personal paid leave.

Section 12. The Employer maintains the right to investigate the circumstances of an employee's request for sick leave. A request for sick leave may be denied if:

A. The employee fails to comply with the proper sick leave usage;

B. The employee fails to present the required physician's certificate or a properly completed request form by the first day of the next pay period following the sick leave usage;

C. An investigation of a sick leave request discloses facts inconsistent with the proper use of sick leave, such as a pattern of using sick leave before or after regular days off, falsification of sick leave records including a physician's statement/certificate, actions by the employee inconsistent with the request for sick leave, or other evidence of intent to defraud; or

D. The employee requesting sick leave is working another job.

These circumstances shall also be grounds for disciplinary action which may include dismissal.

Section 13. Sick Leave Abuse. Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Patterns of sick leave usage immediately prior to or subsequent to holidays, vacation, days off, and/or weekends or the excessive use of sick leave may result in sick leave denial and appropriate disciplinary action.

Section 14. Upon the retirement or permanent disability (Ohio Public Employees Retirement System [OPERS] of Ohio definition) of a full-time employee who has not less than ten (10) years

of continuous service with the Employer, or upon the death of a full-time employee, such employee, or the employee's estate, shall be entitled to receive a cash payment equal to the value of the employee's accrued but unused sick leave credit at the time of such retirement, death or permanent disability. Such sick leave credit payment shall not exceed one hundred twenty (120) days (960 hours). Unused sick leave benefits will not be paid to employees while they are employed by the Employer or upon termination of employment for reasons other than those listed above.

Article 22

Overtime/On Call Status Pay/Call-Out Pay

Section 1. All employees shall receive overtime compensation for all hours worked in excess of forty (40) hours in one work week. All Employer-recognized paid leaves shall be considered as time worked for purposes of computing overtime compensation.

Section 2. Payment for such overtime hours shall be computed at one and one-half (1½) times the employee's regular hourly rate of compensation.

Section 3. There will be only one class of overtime, with no separation between scheduled and unscheduled overtime.

Section 4. Overtime, excepting overtime which is the result of work begun during an employee's regular work hours, overtime resulting from an employee's absence on a regularly scheduled work shift, and except as hereinafter provided, will be divided among qualified employees of the same classification in each department respectively as equally as is reasonably possible. An overtime list will be maintained by the Employer for each department and will contain the names of employees, the employees' classifications, overtime hours worked or refused, negative contacts, and total overtime hours offered. . A copy of such list will be made available to the local Union representative on a monthly basis. The call out procedure shall be as follows. If qualified employees are presently working they will be the ones called upon first. If working employees do not have the time to help or no qualified employees are working, the employee covering on call for the week will be the first person called. If he/she determines more employees are needed, they will state the number of employees and qualifications needed, (i.e. operator class etc.). The employee with the lowest overtime that meets qualifications will be contacted first.

Section 5. There shall be no pyramiding or duplication of overtime payments when employee is paid overtime for hours worked.

Section 6. Employees who are required by the Employer to be on call shall receive fourteen (14) hours compensation at the employee's regular straight time hourly rate of pay for each work week (7 calendar days) covered. Such on call hours shall be processed during the on call week and shall not count toward computing overtime. Any employee on call, who cannot be contacted, is abnormally slow to respond to calls, and/or otherwise fails to report to work as required by the Employer may be subject to disciplinary action and suspension or removal from on call coverage. Employees required to be on-call shall be provided with a City-owned vehicle for the employee's use when responding to calls during the applicable on-call period in accordance with the regulations for use of City vehicles as set forth in the City Employment Handbook.

Section 7. Employees who are required by the Employer to be on call for observed holidays as designated in Article 25, Section 1, shall receive additional eight (8) hours compensation at the employee's regular straight time hourly rate of pay for each observed holiday covered. Such hours for on call coverage shall not count toward computing overtime.

Section 8. Whenever employees are required to check the wastewater plant and related facilities on Saturdays, Sundays and observed holidays as designated in Article 25, Section 1, such time shall be paid at a minimum of two (2) hours or time worked if more than two (2) hours at the employee's appropriate hourly rate of pay, in accordance with Section 1 of this Article.

Section 9. Any employee who is required by the Employer to report to work at a time other than during the employee's regular work schedule (shift) or scheduled overtime shall receive a minimum of two (2)) hours pay at the employee's appropriate hourly rate of pay, in accordance with Section 1 of this Article. In the event an employee is called out more than once within the two (2) hour minimum period, only one two (2) hour minimum will be paid. If the required tasks take more than two (2) hours to complete, said employee shall be paid for the actual hours worked.

Section 10. Employees may not take vacation, personal days, or other paid leaves while on call status unless first discussed with and otherwise specifically approved by the wastewater superintendent.

Article 23
Vacation

Section 1. All full-time employees shall be entitled to vacation with pay after completing one (1) year of continuous full-time service with the Employer. The amount of such vacation leave shall be based upon length of service with the Employer as follows:

Length of Service	Vacation Hours/Days
1 year but less than 2 years	40/5
2 years but less than 8 years	80/10
8 years but less than 15 years	120/15
15 years but less than 23 years	160/20
23 years or more	200/25

Section 2. No employee will be entitled to vacation leave nor payment for accumulated vacation leave under any circumstances until he/she has completed one (1) year of continuous full-time service with the Employer.

Section 3. Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time.

Section 4. An employee who has earned vacation time by reason of being employed in these Departments shall be permitted to transfer such vacation time to another Department should he/she elect such a transfer subject to the approval of the Employer.

Section 5. While working overtime, employees will not accrue vacation or sick leave hours.

Section 6. All vacation must be scheduled with and be subject to the approval of an employee's immediate Supervisor and/or Department Head. Vacation will be granted based upon seniority, number of employees on duty at one time, and the current work load of the Department. In order to give employees with lower seniority the opportunity to plan their vacations, employees are expected to advise their Supervisor and/or Department Head by March 1 of the date(s) they would prefer to schedule their vacation. Requests for scheduling vacation received after March 1 should be provided to the Employer with a minimum of twenty-four (24) hours notice and cannot be given preference on the basis of seniority.

Section 7 An employee must use at least forty (40) hours of his/her vacation time per year. Earned vacation time not used by an employee in a calendar year will automatically be carried over into the next year. At no time will employees be permitted to have more than eighty (80) hours in their vacation carry over except where illness/injury or the Employer's operational needs prevent the employee from using his/her vacation leave time as otherwise required.

Section 8. Holidays as recognized herein shall not be charged against an employee's vacation leave. Employees on vacation may be called in to work for extraordinary situations as determined by the Employer.

Section 9. Employees who retire or otherwise terminate their employment with the Employer shall be paid for any unused vacation. In addition, an employee who retires shall receive vacation pay based on the number of months worked since his/her anniversary date on a pro-rated basis as of the date of such separation from employment. Such payment shall be calculated and based upon the employee's regular hourly rate of pay at the time of such separation.

Section 10. Upon the death of an employee, any unused vacation time shall be entered to the credit of that employee and paid to such deceased employee's administrator or executor, or, if there is no administrator or executor appointed within thirty (30) days of death, then to the surviving spouse, if any.

Section 11. Earned vacation shall be used by employees in minimum increments of _one (1)__ hour.

Article 24
Holidays

Section 1. Employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Section 2. When any of the above paid holidays fall on a Saturday, the holiday will normally be observed on the preceding Friday and when any of the above holidays fall on a Sunday, the holiday will normally be observed on the following Monday, unless officially declared otherwise on a citywide basis by the Mayor and/or City Council.

Section 3. Employees not scheduled to work on observed holidays as designated in Section 1 of this Article shall receive eight (8) hours straight time pay for those holidays. Employees not scheduled to work and who are called in to do so shall receive eight (8) hours straight time pay for those holidays plus they shall receive a minimum of three (3) hours pay at the employee's appropriate hourly rate of pay.

Article 25

Miscellaneous Allowances

Section 1. *Mileage*

When the Employee uses his or her personal vehicle for conducting Employer business, the Employee shall be reimbursed for such usage in accordance with the terms contained in the City of Bryan Employee Handbook.

Section 2. *Travel Expenses.*

Employees authorized or directed by the Mayor or designee to attend a conference, convention, school, seminar, workshop or other training or educational function, such as licensure examinations, relating to the employee's duty assignment or other function of municipal concern will be reimbursed for the employee's reasonable and necessary travel expenses incurred in accordance with the City of Bryan Employee Handbook.

Section 3. *Clothing and Footwear*

The Employer will bring a minimum of two (2) vendors in April/May of 2014, April/May 2015 and April/May 2016 for employees to purchase clothing items only. Employees will be given an allowance of $250.00 in April 2014, in April 2015, and in April 2016 to be applied toward the purchase of work clothes and OSHA compliant work boots. New hires will receive a prorated allowance of $125.00 upon completion of probationary period. A minimum of two (2) vendors will be brought in for these employees at the completion of their probationary period. There shall be no pyramiding of annual and new hire payments within a year. Employees who leave the employ of the City will be required to return any items purchased with the uniform allowance upon severance of employment.

Section 4. *Tools*

The Employer will furnish all necessary tools for all employees covered by this Agreement. All such tools damaged or broken, other than by gross neglect or misuse, and not replaced by the tool manufacturer's warranty will be replaced by the employer at no cost to the employee.

Section 5. *Cellular Phone*

Employer-provided cell phones shall be used for use in the employee's job duties, only and shall not be used for personal business in accordance with the City of Bryan employee handbook.

Section 6. *YMCA Membership*

The Employer agrees to contribute up to one hundred dollars ($100) on an annual basis toward the unpaid portion of either an individual or family membership in the Williams County YMCA for all employees covered by this Agreement.

Article 26
Health and Life Insurance

Section 1. The Employer agrees to provide major medical and hospitalization insurance coverage for all employees covered by this Agreement at benefit and co-pay premium/payment levels commensurate with the Employer's Group Health Care Plan, including any changes thereto, for the duration of this Agreement. In the event the employer seeks to make plan design changes during the term of this Agreement, it agrees to give employees at least forty-five (45) days advance notice of the changes.

Section 2. The Employer agrees to provide life insurance coverage for all employees covered by this Agreement in the amount of ten thousand dollars ($10,000).

Section 3. The Employer agrees to make available to all employees covered by this Agreement any existing/additional life and accident insurance at the employee's expense through payroll deduction.

Article 27
Compensation

Section 1. All employees will normally begin at the entry level rate of pay for a period of (1) year as indicated in the Compensation Table below. Exceptions to this procedure may be made where noted in the Compensation Table, attached hereto as Exhibit A. When an employee obtains a certification that carries a higher rate of pay, the employee shall move to the pay rate for that certification that is commensurate with his overall seniority, but may advance to a higher step if the seniority-based pay rate does not provide the employee with at least a $1.00 per hour wage increase.

All Compensation Table level rates of pay begin at one (1) year of service and progress upward at one (1) year intervals. The employee shall advance to the next step on the Compensation Table on his or her anniversary date.

Section 2. The pay rates (hourly) set forth in Exhibit A shall be effective beginning January 1, 2014, and each January thereafter, for the duration of this Agreement.

Article 28
Waiver in Case of Emergency

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Public Affairs and/or the Mayor of the City of Bryan, or the

Federal or State Legislature, whereby the safety and health of the citizens of the City of Bryan may be adversely effected, the following conditions of this Agreement may be temporarily suspended:

A) Time limits for the processing of grievances.

B) Provisions of this Agreement relating to the assignment of employees.

Section 2. Upon the termination of the emergency, any valid grievances that exist shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed, and, all provisions of this Agreement relating to the assignment of employees shall be immediately reinstated.

Article 29
Severability

Section 1. This Agreement supersedes and replaces all pertinent statutes, codes, ordinances, resolutions, civil service rules and regulations, and all matters pertaining to employee wages, benefits and working conditions, over which it has the authority to supersede and replace. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute or federal, state, or constitutional provision, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 2. The parties agree that should any provision of this Agreement be found to be invalid by virtue of one or more of the circumstances as outlined in Section 1 of this Article, they will schedule a meeting within thirty (30) calendar days at a mutually agreed upon time to discuss alternative language on the same subject matter.

Article 30
Rest and Meal Periods

Section 1. Upon release from duty, an employee, who has worked sixteen (16) hours or more during a twenty-four (24) hour period, shall be entitled to a minimum of an eight (8) hour rest period before returning to work. Said rest period shall be unpaid; provided, however, that if any part of said rest period extends into such an employee's regular work day, said employee shall be compensated at the employee's appropriate hourly rate of pay in accordance with Article 28 for those hours the employee would normally be on duty.

At the expiration of said rest period, the employee shall report for duty if it falls within the employee's regular workday unless otherwise excused.

Section 2. All employees are provided with one meal period each workday. Employees must not be absent from their workstations during the allotted meal period.

Section 3. When an employee is working an overtime situation and expects to continue working extended hours, the employee will be permitted to break for an opportunity to eat and then return to job site in a timely fashion.

Article 31
Retirement

Section 1. All employees are members of the Ohio Public Employees Retirement System (OPERS) of Ohio. A percentage of each employee's gross salary is deducted from each paycheck and paid into a retirement fund. The Employer also makes a contribution to each employee's retirement fund in accordance with State regulations governing the same.

Section 2. If an employee leaves City employment before becoming eligible for retirement (OPERS definition), the employee may contact the OPERS and request that the funds the employee paid into the system be refunded, or they have the option of leaving the funds in the system and drawing a monthly benefit when they reach retirement age, depending upon the system. Administration of and benefits provided by the PERS are governed by the State of Ohio and are subject to change. Current policies can be obtained from the PERS.

Section 3. All employees are eligible to participate in the Ohio Public Employees Deferred Compensation Program, subject to the City's continued participation in the program. For more information, employees should contact their immediate supervisor or department head.

Section 4. All employees are eligible to participate in a payroll deduction plan for the purchase of U.S. Savings Bonds, subject to the City's continued participation in the program. An employee may authorize monthly deductions for this purpose in multiple units equal to the purchase price of the selected bond.

Article 32
Duration

Section 1. This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect in accordance with the provisions herein until December 31, 2016, unless otherwise extended by written agreement of the parties.

Section 2. If either party desires to continue, modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration of the Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent unless mutually agreed otherwise.

Section 3. The parties acknowledge that during the negotiations which preceded this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. If during the term of this Agreement a matter arises which either was or was not within the contemplation or knowledge of the parties at the time this Agreement was negotiated and executed, then either party may request of the other the opportunity to negotiate such matter. However, such negotiations shall be entered into only by mutual agreement and no party shall be required, during the term of this Agreement, to negotiate or bargain upon any issue. In regard to existing Employer practices which affect bargaining unit employees, the Union will be given the opportunity to meet with the Employer and discuss any planned changes in such practices prior to their implementation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 8th day of August 2014.

FOR THE CITY OF BRYAN:

Douglas Johnson
Mayor

Tommy Morr
President of City Council

APPROVED AS TO FROM:

Rhonda Fisher
City Attorney

FOR LOCAL NO. 245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Larry Tscherne
Business Manager

Ken Erdmann
Asst. Business Manager

Mark Young

Rodney Carlisle

Charles Harrington

Joshua Harper

Waste Water Payscale

Trainees hired after 1/1/2014

	Year 1	Year 2
1/1/2014	$ 12.25	$ 12.62

Trainees hired before 1/1/2014

	1/1/2014	1/1/2015
* Young	$ 12.78	$ 13.10
* Harper	$ 13.07	$ 13.40

* Redlined at year 2 rate until Operator 1 license obtained.

** Upon obtaining Operator I certifications, each will be placed at the step on the matrix below that corresponds with each employee's respective level of seniority

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
Operator 1													
1/1/2014	$ 13.09	$ 13.48	$ 13.88	$ 14.29	$ 14.71	$ 15.15	$ 15.60	$ 16.06	$ 16.54	$ 17.03	$ 17.54	$ 18.06	$ 18.70

*** 1/1/2014: Carlisle pay adjusted to 10 year rate

Operator II													
1/1/2014	$ 14.09	$ 14.51	$ 14.95	$ 15.40	$ 15.86	$ 16.34	$ 16.83	$ 17.33	$ 17.85	$ 18.39	$ 18.94	$ 19.47	$ 20.05

***1/1/2014: Harrington pay adjusted to 11 year rate.

Operator III													
1/1/2014	$ 15.01	$ 15.45	$ 15.92	$ 16.40	$ 16.89	$ 17.40	$ 17.92	$ 18.46	$ 19.01	$ 19.59	$ 20.17	$ 20.74	$ 21.35

1. Employees will advance one step on the matrix for their respective classification on an annual basis on their anniversary date.
2. When an employee obtains a certification, he will be placed at the step that will result in at least a $1.00 an hour increase from the rate earned in the lower classification

Waste Water Payscale

Employees Hired After 1/1/2014

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
Operator 1	$ 13.09	$ 13.35	$ 13.62	$ 13.89	$ 14.17	$ 14.45	$ 14.74	$ 15.03	$ 15.33	$ 15.64	$ 15.95	$ 16.30	$ 16.63
Operator II	$ 14.09	$ 14.37	$ 14.66	$ 14.95	$ 15.25	$ 15.56	$ 15.87	$ 16.19	$ 16.51	$ 16.84	$ 17.18	$ 17.52	$ 17.87
Operator III	$ 15.01	$ 15.31	$ 15.62	$ 15.93	$ 16.25	$ 16.58	$ 16.91	$ 17.25	$ 17.60	$ 17.95	$ 18.31	$ 18.68	$ 19.05

* Unlicensed employees hired after January 1, 2014 shall be compensated as follows:

Year 1 @ $12.25; Year 2 @ $12.62

* Upon obtaining a license, the employee shall move to the Operator I scale at the commensurate seniority level.
*Failure to obtain the license within two (2) years of the employee's anniversary date shall result in termination of the employee.