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Agreement
Between
Bryan Municipal Utilities
And
I.B.E.W. Local Union #245
April 1, 2014 thru
March 31, 2017

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Preamble
Agreement/Purpose

Section 1. This Agreement, entered into by and between the Bryan Municipal Utilities, 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, hourly paid employees employed in the Electric Department, Water Department, and Communications Department of Bryan Municipal Utilities as established by the State Employment Relations Board (SERB), case number 91-REP-08-0201. All other employees, specifically including those as established by the State Employment Relations Board (SERB) case number 91-REP-08-0201, shall be excluded from the bargaining unit.

Section 2. Probationary (new hire) employees may be disciplined or otherwise terminated at any time during their probationary period, and such discipline or termination shall not be subject to appeal or otherwise be grievable under the provisions of this Agreement.

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 as affect 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 legitimate 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, veteran status, genetic history, 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 hired on or after January 1, 2000 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.

All employees hired prior to January 1, 2000 who are members in good standing of the Union as of January 1, 2000 and who at any time thereafter revoke said membership shall be required to pay a fair share fee to the Union as a condition of employment.

All employees hired prior to January 1, 2000 who are not members in good standing of the Union as of January 1, 2000 shall not be required to pay a fair share fee to the Union as a condition of employment, excepting those employees who become members in good standing of the Union on or after January 1, 2000 in accordance with Section 1 herein and who at any time thereafter revoke said membership.

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 an express or specific term or provision 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.

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 alleged grievant, and his/her Union representative, if so requested, must identify the alleged grievance in writing to the employee's immediate supervisor within ten (10) working days of the occurrence that gave rise to the alleged grievance. The supervisor shall provide a response within ten (10) working days following the date on which the supervisor was presented the alleged grievance. The response time may be extended by mutual agreement to allow for a meeting with the individuals involved.

Step 2. If the alleged 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 alleged 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 Utilities Director within ten (10) working days following the Step 2 reply. The Utilities Director shall have ten (10) working days in which to schedule a hearing with the grievant, and his/her Union representative, if so requested. The Utilities Director 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 alleged 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 employes.

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.

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.

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.

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. 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 have access to their individual personnel file, with or without their local Union representative, during normal office business hours. Advance written request must be submitted to the Employer by any employee wanting access to their individual personnel file.

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 and reason for complaint and/or investigation. Employees are prohibited from removing anything from their personnel files.

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 approximately eight (8) 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 fifteen (15) 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, 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 fifteen (15) 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.

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 compensate employees on a regular bi-weekly basis, absent extraordinary circumstances. With reasonable notice the Employer may change the date of such payroll issuance.

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 be day shift Monday through Friday.

Section 3. If the regular working hours of any department or employee therein currently in effect are to be changed at any time by the Employer, it is agreed that such change shall be discussed with the Union prior to making the change. For those employees that work summer and winter hours, as determined by the Employer, the hours will change only with Daylight Savings Time per the Federal Government.

Section 4. The City agrees to pay in addition to the applicable classified rate of wages a shift premium to employees working on regularly scheduled shifts in accordance with the following:

1. Employees working in shifts starting between the hours of 5:00 am and 12:59 pm shall be paid a shift premium of zero ($0) per hour.
2. Employees working in shifts starting between the hours of 1:00 pm and 8:59 pm shall be paid a shift premium of fifty-five cents ($.55) per hour.
3. Employees working in shifts starting between the hours of 9:00 pm and 4:59 am shall be paid a shift premium of sixty-five cents ($.65) per hour.

Section 5. 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 6. 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.

Section 7. 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. 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 8. 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 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 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, as requested by either party.

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 and Education

Section 1. The Employer encourages employees to participate in job-related training, workshops, and conferences in order to 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 the Utilities Director subject to approval by the Board of Public Affairs.

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

Section 2. To be eligible for this benefit, the employee must have one (1) year or more of full-time continuous service with the Employer, unless authorized otherwise by the Utilities Director and the Board of Public Affairs.

Section 3. 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.

Article 20
Contracting Work

Section 1. Except for legal requirements or conditions outside of the Employer's control, the Employer agrees not to contract out work normally and customarily performed by Bargaining Unit employees if doing so is the specific cause of and directly results in the layoff of those employees who normally and customarily perform such work; nor when such Bargaining Unit employees who normally and customarily perform such work are on layoff or an extended reduced standard work schedule.

Section 2. The Employer, except in emergencies, agrees to notify a designated local representative of the Union in the event this Article is to be utilized and to discuss the matter with a Union representative, prior to such utilization, if requested to do so within two (2) days following such notification, but any such contracting out of work shall be at the sole discretion of the Employer.

Article 21
Miscellaneous Leaves

Section 1. *Request for Leave Procedure*— Leaves within this article require written request and approval by the Supervisor and Utility Director or Assistant Utility Director 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. An employee who is absent from work for three (3) consecutive days without good cause and without proper notice to the Employer will be immediately removed from employment.

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 contract 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 Director or Assistant Director of Utilities if after start of shift.

B) Paid personal leave must be taken in increments in accordance with the City handbook.

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

Section 4. *Military Leave of Absence With Pay*— All employees who are members of the Ohio National Guard, the Ohio organized militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay, for such time as they are performing service in the uniformed services as defined in Section 5923.05 of the Ohio Revised Code for up to twenty-two (22), eight (8) hour work days or not to exceed 176 hours in any one calendar year.

A) There is no requirement that the service be for one continuous period of time. Employees are required to submit to the City the military order or statement from the appropriate military commander as evidence of such duty before military leave with pay will be granted.

B) Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. This provision in no way abrogates a veteran's present or future rights.

C) Employees who are members of those components listed above and who are called or ordered to military service for longer than a month of each calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

a. The difference between the employee's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;
b. $500.00

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceed the employee's gross wage or salary.

D) The maximum days of paid and unpaid military leave is restricted to the time that the employee has received military orders to report, and does not include voluntary technical training, for which 'orders' are not required.

E) Employees on paid military leave shall continue to accrue paid leave benefits while they remain in active pay status. Employees on unpaid military leave shall continue to accrue seniority but shall not be eligible for any Employer provided benefits during such military leave period except as mandated by law.

Section 5. *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 6. *Compensatory Leave Time*— If an employee elects to accumulate compensatory time in lieu of overtime pay for overtime worked then said employee must make the request no later than the day on which the BI-weekly time sheets are to be signed, otherwise the employee will be paid at the normal overtime rate. Request for leaves chargeable to compensatory time must be submitted to the employee's supervisor or department head in the absence of the supervisor, no later than twenty four (24) hours before the date of leave. All such leave must be scheduled with and be subject to the approval of employee's immediate supervisor and/or Department Head. No employee may accumulate more than Twenty four (24) hours of compensatory time credit in a calendar year. Compensatory time will be accumulated at the overtime rate. (IE two (2) hours of overtime would equal three (3) hours of compensatory time) and compensated at the regular rate in effect when time taken. Employees who retire or terminate employment for any reason or are terminated for any reason shall be paid for any accumulated compensatory time. The rate of compensation shall be calculated at the regular rate in effect for the employee at the time of separation. Hours of compensatory time must be used in four (4) hour increments and may be turned in as straight time pay throughout the calendar year it was earned , but it must be used or paid out by December 31st of that year.

Section 17. 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.

Article 22
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 until the employee has accrued a maximum of one hundred seventy-five (175) work days (1,400 hours).

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 Director or Assistant Director of Utilities.

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.

F) An employee may use up to eight (8) hours (1 day) of sick leave, if necessary, on the day surgery is to be performed on the employee's 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 it's 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.

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 23

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. The list will also designate CDL drivers. 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. Line worker, CDL driver, 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 sixteen (16) 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.

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. Water treatment plant personnel will be required to check the water plant and related facilities and water quality on Saturdays, Sundays and observed holidays as designated in Article 25, Section 1. This scheduled 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 three (3) 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 three (3) hour minimum period, only one three (3) hour minimum will be paid. If the required tasks take more than three (3) 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 Director of Utilities.

Section 11. Any employee called upon and responding to mutual aid assignment will receive compensation at 1 ½ times their regular rate of pay for travel time and for all hours actually worked while on mutual aid assignment. Upon an employee having worked forty (40) hours in the work week, they will receive compensation at two (2) times their regular rate of pay for travel time and for all hours actually worked in excess of forty (40) hours while on mutual aid assignment. Travel time consists of the time the employee spends traveling to and from the mutual aid site.

Employees already working their normal shift and being called upon for mutual aid will log out on the time clock to signify the end of regular pay and log back in on the time clock to signify start of mutual aid pay. For those employees already at work, their mutual aid pay will start when they are ready to leave the City, not when they are preparing to go. When mutual aid requires an extended stay, employees who need to go home to pack will be given a reasonable amount of time. Upon arrival at the mutual aid site and while working the employee will log in and out by writing his time on a time card and having the authorized person at the mutual aid site sign off on his card.

Employees called upon and responding from home will log in using the time clock to signify the start of mutual aid pay when they report to the utility office. Employees responding from home will be paid mutual aid pay while they prepare the Utility vehicles to leave the City. Upon arrival at the mutual aid site and while working the employee will log in and out by writing his time on a time card and having the authorized person at the mutual aid site sign off on his card.

There will be no duplication of time worked. Employees covering the on call status for their department will not be eligible to respond to mutual aid. Employees will be required to use safety equipment, follow Bryan Municipal Utilities policies and adhere to any provisions outlined in the requesting city mutual aid agreement.

Paid leave taken within the same week an employee works mutual aid will be paid at the employee's regular straight time hourly rate, even if the employee has in excess of 40 work hours for the week.

Meals and lodging will be paid for by the host city. If meals and lodging are not paid for by the host city then employee's meals and lodging will be paid under the current City of Bryan travel policy.

Article 24
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. To revoke an approved vacation request an employee must provide forty-eight (48) hours notice or the employee must take the scheduled leave.

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 in increments of one (1) hour.

Article 25
Holidays

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

New Years Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
Good Friday	Labor Day	Christmas Eve
		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 26

Miscellaneous Allowances

Section 1. *Mileage*

It is not the intent of the Employer to require an employee to use the employee's personal vehicle for conducting Employer business. However, any employee not so required but otherwise authorized by the Employer to use the employee's personal vehicle for such purposes shall be compensated on a per mile basis at the rate established under the then current Employer departmental policy.

Section 2. *Clothing*

All employees covered by this Agreement shall be required to wear employer-designated uniforms with laundry services being provided. The Employer shall bear the rental and laundering costs

A. The uniform supplier will cover the expense of minor repairs, for example button replacement. For uniforms damaged beyond repair while employee is working for the Employer the Employer will cover the expense. For uniforms damaged beyond repair while Employee is not working for Employer, the Employee will be responsible for the cost, payable to the City of Bryan.

B. Employees will be supplied with eleven (11) sets of uniforms and must return worn uniforms on or before the designated day of the week that the rental service will be on premises to pick up for laundering.

Section 3. *FR Clothing*

The Employer will bring a vendor in April/May of 2014, April/May 2015 and April/May 2016 for employees to purchase FR clothing items only. Employees required to wear FR clothing will be given an FR clothing allowance of $250.00 in April 2014, in April 2015, and in April 2016, payable only to the vendor. Employees whose employment is severed for any reason shall be required to reimburse the Company a prorated portion of this annual benefit. An example of the proration is an employee, who severs his employment in June and utilized the full $250 benefit, must compensate the Company at the rate of $20.83 a month for a total of 10 months equaling $208.30.

New hires required to wear FR clothing will receive a one-time initial FR clothing allowance of $500.00 upon completion of thirty calendar days of employment, which will be payable to the vendor. Employees whose employment is severed for any reason shall be required to reimburse the Company a prorated portion of this annual benefit. An example of the proration is an employee, who severs his employment in June and utilized the full $500 benefit, must compensate the Company at the rate of $41.67 a month for a total of 10 months equaling $416.70.

Section 4. *Tools*

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

Section 5. *YMCA Membership*

After January 1, 2006, 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 27
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.

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 28
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, as determined by the Employer, where an employee possesses the required job qualifications to begin at one of the higher level rates of pay as indicated in the Compensation Table below. Employees beginning at one of these level rates of pay must remain at that level for a period of one year.

All Compensation Table level rates of pay begin at one (1) year of service and progress upward at one (1) year intervals.

Qualified employees that are satisfactory in job performance and job evaluations and have disciplinary actions that are no longer in force and effect with one (1) year of service at the minimum level rate of pay in the Compensation Table in a given job classification will be placed at the mid or maximum (whichever applies) level rate of pay in the Compensation Table in that same job classification. Qualified employees that are satisfactory in job performance and job evaluations and have disciplinary actions that are no longer in force and effect at the mid level rate of pay in the Compensation Table with two (2) years of service in a given job classification will be placed at the maximum level rate of pay in the Compensation Table in that same job classification.

Further such employee level rates of pay progressions in the Compensation Table require an additional year of service; and, as such further advances constitute the placement of the employee in a new higher job classification, they also require the completion of the job classification requirements, as determined by the Employer, for the new higher job classification and the employee must be satisfactory in job performance and job evaluations and have disciplinary actions that are no longer in force and effect. An employee's level rate of pay progression in the Compensation Table may be as frequent as but may not exceed one (1) such progression per year (see Compensation Table), unless determined otherwise by the Employer.

Section 2. The following pay ranges and pay rates (hourly) shall be effective beginning April 1, 2014, and each April 1 thereafter, for the duration of this Agreement.

	4/1/2014		4/1/2015		4/1/2016	
Equipment Maintenance - Maximum Pay Rate $25						
Mechanic Trainee	$12.51	$13.99	$12.89	$14.41	$13.28	$14.84
Mechanic I	$15.04	$16.08	$15.49	$16.56	$15.95	$17.06
Mechanic II	$17.11	$18.16	$17.62	$18.70	$18.15	$19.26
Mechanic III	$19.21	$20.26	$19.79	$20.87	$20.38	$21.49
Mechanic IV	$22.57	$23.68	$23.24	$24.39	$23.94	$25.00
						($249.60 stipend) for Mech IV

	4/1/2014		4/1/2015		4/1/2016	
Power Plant - Maximum Pay Rate $29						
Operator Trainee	$16.79	$17.96	$17.29	$18.50	$17.81	$19.05
Operator I	$19.14	$20.31	$19.71	$20.92	$20.31	$21.55
Operator II	$21.48	$22.66	$22.12	$23.34	$22.79	$24.04
Operator III	$23.38	$25.02	$24.08	$25.77	$24.80	$26.54
Operator IV	$25.60	$26.18	$26.37	$26.97	$27.16	$27.78
Electric Distribution - Maximum Pay Rate $29						
Lineworker Trainee	$16.79	$17.96	$17.29	$18.50	$17.81	$19.06
Lineworker I	$19.14	$20.31	$19.71	$20.92	$20.30	$21.55
Lineworker II	$21.48	$22.66	$22.12	$23.34	$22.78	$24.04
Lineworker III	$23.38	$25.02	$24.08	$25.77	$24.80	$26.54
Lineworker IV	$25.60	$26.18	$26.370	$26.97	$27.16	$27.78
Water Distribution - Maximum Pay Rate $25						
Operator Trainee	$15.93	$17.04	$16.41	$17.55	$16.90	$18.07
Operator I	$17.44	$18.51	$17.96	$19.06	$18.50	$19.64
Operator II	$19.58	$20.65	$20.17	$21.27	$20.77	$21.91
Operator III	$22.57	$23.68	$23.24	$24.39	$23.94	$25.00 ($276 stipend) for Optr III
Water Treatment Plant - Maximum Pay Rate $25.50						
Operator Trainee	$15.04	$16.08	$15.49	$16.56	$15.95	$17.06
Operator I	$17.78	$18.87	$18.31	$19.44	$18.86	$20.02
Operator II	$19.87	$20.87	$20.47	$21.50	$21.08	$22.14
Operator III	$21.71	$22.78	$22.36	$23.47	$23.03	$24.17
Metering - Maximum Pay Rate $25						
Meter Technician Trainee	$17.17	$18.17	$17.69	$18.72	$18.22	$19.28
Meter Technician I	$19.17	$20.17	$19.74	$20.78	$20.34	$21.40
Meter Technician II	$21.17	$22.17	$21.81	$22.84	$22.46	$23.52
Meter Technician III	$23.17	$24.17	$23.87	$24.90	$24.58	$25.00 ($1352.00 stipend) for Tech III

	4/1/2014		4/1/2015		4/1/2016	
Customer Service - Maximum Pay Rate $19						
Customer Service Trainee	$13.00	$14.00	$13.39	$14.42	$13.79	$14.85
Customer Service I	$15.04	$16.08	$15.49	$16.56	$15.95	$17.06
Customer Service II	$17.08	$18.08	$17.59	$18.62	$18.12	$19.00 ($374.40 stipend) for CS II
Communication - Maximum Pay Rate $23						
Communication Trainee	$15.04	$16.08	$15.49	$16.56	$15.95	$17.06
Communication Tech I	$17.20	$18.40	$17.72	$18.95	$18.25	$19.52
Communication Tech II	$19.50	$21.00	$20.09	$21.63	$20.69	$22.28
Communication Tech III	$22.13	$23.00 ($529.00 stipend) for Tech III	$22.80	$23.00 ($1587.00 stipend) for Tech III	$23.00 ($1104.00 stipend) for Tech III	$23.00 ($1587.00 stipend) for Tech III
Electrician - Maximum Pay Rate $25.50						
Electrician Trainee	$15.84	$16.95	$16.32	$17.46	$16.81	$17.99
Electrician I	$18.06	$19.17	$18.60	$19.74	$19.16	$20.34
Electrician II	$21.48	$22.66	$22.12	$23.34	$22.78	$24.04
Electrician III	$22.93	$24.53	$23.62	$25.27	$24.32	$25.50 ($1102.40 stipend) for Elect. III
Laborer - Maximum Pay Rate $17.50						
Laborer Trainee	$12.00	$12.50	$12.36	$12.88	$12.73	$13.26
Laborer I	$13.25	$14.25	$13.65	$14.68	$14.06	$15.12
Laborer II	$15.33	$16.39	$15.79	$16.88	$16.26	$17.39
Laborer III	$17.00	$17.50	$17.50 ($20.80 stipend) for Laborer III	$17.50 ($1092 stipend) for Laborer III	$17.50 ($1092 stipend) for Laborer III	$17.50 ($1092 stipend) for Laborer III
Warehouse - Maximum Pay Rate $18.50						
Warehouse Trainee	$12.76	$14.26	$13.14	$14.68	$13.54	$15.12
Warehouse I	$15.33	$16.39	$15.79	$16.88	$16.26	$17.39
Warehouse II	$17.39	$18.39	$17.91	$18.50 ($915.20 stipend) for WH II	$18.45	$18.50 ($1154.40 stipend) for WH II

	4/1/2014		4/1/2015		4/1/2016	
Janitor - Maximum Pay Rate $15.75						
Janitor Trainee	$10.00	$10.50	$10.30	$10.82	$10.61	$11.14
Janitor I	$11.00	$11.50	$11.33	$11.85	$11.67	$12.20
Janitor II	$12.00	$12.50	$12.36	$12.88	$12.73	$13.26
Janitor III	$13.00	$13.50	$13.39	$13.91	$13.79	$14.32

The employees classified under the previous contract expiring March 31, 2014, as a Mechanic III and in the top pay range, shall be reclassified as a Mechanic IV, being placed at the top of the pay range effective April 1, 2014.

The employees classified under the previous contract expiring March 31, 2014, as a Laborer I and in the bottom pay range, shall be reclassified as a Laborer II, being placed in the bottom of the pay range effective April 1, 2014. This will not change the reclassification eligibility date of employees.

The employees classified under the previous contract expiring March 31, 2014, as a Laborer I and in the top pay range, shall be reclassified as a Laborer II, being placed in the top of the pay range effective April 1, 2014. This will not change the reclassification eligibility date of employees.

The employees classified under the previous contract expiring March 31, 2014, as Warehouse and in the top pay range, shall be reclassified as Warehouse I, being placed in the top of the pay range effective April 1, 2014. This will not change the reclassification eligibility date of employees.

The employees classified under the previous contract expiring March 31, 2014, as Meter Technician I and in the top pay range, shall be reclassified as a Meter Technician I, being placed in the bottom of the pay range effective April 1, 2014. This will not change the reclassification eligibility date of employees.

Section 3: All job classifications have a maximum pay rate. As employees reach the top pay for any job classification they shall be paid an annual one-time stipend as soon as possible after April 1, 2014; April 1, 2015; and April 1, 2016, in lieu of 3% increase, as outlined in chart above. Some employees may receive a portion of an increase and stipend, to equal 3%, but at no time higher than the 3%.

Section 4. It is understood and mutually agreed upon between the parties that, in the event Bryan Municipal Utilities should award non-merit general salary wage increases exceeding the agreed-upon percentages contained herein, to non-bargaining BMU employees during the term of this contract, BMU will provide the same non-merit general wage increase to union employees. Such a change shall not be in addition to what is currently outlined in Section 2 of the Compensation Article but a substitute if it is higher than what was agreed to during negotiations as outlined in Section 2. The effective dates of the increases shall not change from what is outlined in Section 2. This agreement does not apply if non-bargaining unit employees receive merit increases or increases to realign their pay.

Article 29
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 Utilities Director 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 30
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 31
Workers' Compensation Insurance

Section 1: All employees of the City are covered by the Ohio Workers' Compensation plan. If an employee suffers a job-related injury or illness while employed, they may qualify for benefits through Workers' Compensation. Benefits may include payment of the employee's medical, surgical, and hospital service expenses, payment for medications and equipment required for treatment. In the event an employee is incapacitated by injury or suffers an illness while on the job, and it is not the result of negligence, recklessness, or self-infliction by the employee, the employee may be placed on (1) sick leave (if applicable) and thereafter receive full pay until sick leave credits are exhausted; or (2) choose to receive lost time wages from Ohio Bureau of Worker's Compensation. An employee may not choose to utilize both concurrently.

Section 2: Employees who sustain work-related injuries or illnesses must file a report with their Supervisor or Department Head on all accidents. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately and no longer than twenty-four (24) hours later. This will enable an eligible employee to qualify for coverage as quickly as possible. Accident report forms are available from Department Heads.

Section 3: Workers' Compensation leave of absences may run concurrently with and count against an employee's family medical leave entitlement as outlined in the City's policy providing the reason for the absence is due to a qualifying serious illness or injury as outlined in the family medical leave federal regulation.

Article 32
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 33
Duration

Section 1. This Agreement shall be effective as of April 1, 2014, and shall remain in full force and effect in accordance with the provisions herein until March 31, 2017, 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. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent 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 18 day of March, 2014.

For the Bryan Municipal Utilities:

Brian Carlin
Director of Utilities

Albert Horn, Jr.
Chair, Bryan Board of Public Affairs

Jacqueline Perry
Human Resources Director

For IBEW Local Union #245

Larry J. Tscherne
Business Manager/
Financial Secretary

Approved as to form:

Rhonda Fisher
Bryan City Attorney