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**AGREEMENT BETWEEN
THE CITY OF WAPAKONETA
AND
UTILITY WORKERS UNION OF AMERICA,
AFL-CIO, LOCAL NO. 565**

EFFECTIVE:

**August 1, 2014
through
July 31, 2017**

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PREAMBLE

This Agreement, entered into by the City of Wapakoneta, hereinafter referred to as the "Employer," and the Utility Workers Union of America, AFL-CIO, Local No. 565, hereinafter referred to as the "Union," has as its purpose the following:

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

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

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

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

ARTICLE 1
RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number 89-REP-02-0039 on June 23, 1989 or as hereafter amended by SERB. The bargaining unit shall include all full-time and regular part-time employees employed in the following classifications:

- | | |
|---------------------------|-----------------------------------|
| Auditor's Assistant I | Meter Reader I |
| Auditor's Assistant II | Meter Reader II |
| Clerk I | Operator in Training |
| Clerk II | Recycling Worker I |
| Engineering Assistant I | Refuse/Recycling Worker I |
| Engineering Assistant II | Refuse/Recycling Worker II |
| Engineering Clerk I | Wastewater Mechanic |
| Engineering Technician I | Wastewater Treatment Operator I |
| Engineering Technician II | |
| Equipment Mechanic | Wastewater Treatment Operator II |
| Ground Worker | Wastewater Treatment Operator III |

Laborer I
Laborer II (CDL)
Laborer II (Certified, CDL)

Water Treatment Plant Mechanic

Water Treatment Operator I
Water Treatment Operator II
Water Treatment Operator III

Line Worker I
Line Worker II
Line Worker Crew Leader
Maintenance Worker I
Maintenance Worker I (Certified)
Maintenance Worker II
Maintenance Worker II (Certified)
Maintenance Worker Crew Leader (Certified)
Senior Line Worker Crew Leader

Section 1.2. All Fire and Police Personnel, all Management employees, all Supervisors, all casual, seasonal or confidential employees, all professional employees and all student employees as defined by Ohio Revised Code 4117 shall be excluded from the bargaining unit. Classifications specifically excluded from the bargaining unit shall include but not be limited to the following:

Administrative Assistant to the Safety Service
Director (confidential)
City Council Clerk (confidential)
Electric Superintendent
Engineering Department Manager
Engineering Superintendent
Office Manager and Income Tax Administrator
Public Works Superintendent
Safety Service Director
Wastewater Treatment Superintendent
Water Treatment Superintendent

Section 1.3. The parties understand and agree that the number of persons currently employed in each of the classifications specified in the above Sections may increase or decrease during the term of this Agreement.

Section 1.4. The Employer reserves the right to change the title of any position within the bargaining unit. If the duties of the position remain the same and the position is changed in title only this shall not affect the bargaining unit status of the position.

If there is a dispute between the parties as to whether or not a position should be included in the bargaining unit, the Employer shall determine the status of such position and the Union shall have the right to appeal the Employer's decision to the State Employment Relations Board (SERB).

ARTICLE 2
DUES DEDUCTION/UNION SECURITY

Section 2.1. In accordance with this Article, the Employer agrees to deduct Union membership dues, initiation fees, and assessments once each month from the wages of bargaining unit employees who authorize and direct such deductions by individually and voluntarily signing a written payroll deduction authorization form.

Section 2.2. The payroll deduction authorization form, must be presented to the Employer by the employee or the Union. Upon receipt thereof, the Employer will deduct such Union dues, initiation fees, and assessments from the employee's payroll check during the next pay period in which such deductions would normally be made following the pay period in which the authorization was received by the Employer.

Section 2.3. The payroll deduction authorization shall be irrevocable for a period of one (1) year or until the negotiated Agreement expires, whichever occurs first. An employee may revoke an authorization for payroll deduction of dues by submitting a written notice to the Employer, with a copy of the revocation to the Union, during the ten (10) day period immediately prior to the expiration of each one (1) year period or the expiration of the Agreement. If no revocation is received during this ten (10) day period, the authorization for payroll deduction of dues shall be considered renewed for an additional one (1) year period. The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio.

Section 2.4. The Employer shall be relieved from making such payroll deductions for Union membership dues, initiation fees, and assessments upon an employee's: (1) termination of employment; (2) transfer or promotion to a position not included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the payroll deduction authorization in accordance with the terms of this Agreement; or (6) failure, during any dues month involved, to earn sufficient wages to permit the Employer to make all legally required deductions in addition to the deduction to Union membership dues, initiation fees, and assessments.

Section 2.5. Neither the employee, nor the Union, shall have a claim against the Employer for alleged errors in making payroll deductions, unless a written claim of error is made to the Employer not later than sixty (60) calendar days after the date upon which such alleged error occurred. If such error was, in fact, made, it will be corrected by deducting the proper amount in the next succeeding pay period in which Union dues are normally deducted.

Section 2.6. The monthly rate at which Union membership dues are to be deducted shall be certified to the Employer by the Secretary/Treasurer of the Union within thirty (30) consecutive calendar days after this Agreement is executed and in January of each year during the term hereof. The Employer shall be given at least thirty (30) calendar days advance notice by the Secretary/Treasurer of the Union before being required to make any changes in an employee's Union membership dues deduction or being required to deduct any initiation fees or assessments.

Section 2.7. The parties agree that the Employer neither has, nor assumes, any obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union membership dues, initiation fees, and assessments. The Union further agrees to indemnify and hold the Employer and its officials, representatives, and agents harmless against and from any and all claims, demands, suits, actions, proceedings, and any liability, including, but not necessarily limited to, damages, awards, fines, wages, judgments, interest, court costs, and attorney fees, which may arise by reason of, or result from, the operation of this Article and/or any action taken or omitted by the Employer in attempting to comply with the provisions of this Article.

Section 2.8. Union membership dues, initiation fees, and assessments shall be remitted to the Secretary/Treasurer of the National Union not later than ten (10) consecutive calendar days after such payroll deductions are made. After the Employer's remittance of such payroll deductions to the Union, the disposition of such monies shall thereafter be the sole and exclusive obligation and responsibility of the Union.

Section 2.9. Except as otherwise provided in this Article, an employee's signed authorization for payroll deduction of Union membership dues, initiation fees, and assessments shall be honored by the Employer for the duration of this Agreement.

ARTICLE 3 **UNION BUSINESS**

Section 3.1. The Employer shall grant access to Union officers and non-employee representatives of the Union to attend meetings or perform duties, as specifically provided by this Agreement. The Union officer or representative must request and receive advance approval from the Director of Public Safety and Service or designee prior to such access.

Section 3.2. The Employer shall recognize employees filling the following Union positions as official representatives of the Union: (1) President; (2) Vice President; (3) Secretary/Treasurer; (4) Chief Steward; and (5) Departmental Steward.

The above individuals shall not perform Union-related activities during working hours except as permitted by the specific provisions herein or as authorized by the Employer.

Section 3.3. The Union shall provide the Employer an official roster of its officers, stewards and representatives who are authorized to act on behalf of the Union. This list shall be kept current at all times by the Union and shall include the following:

- (1) Name;
- (2) Jurisdictional area (stewards only);
- (3) Union position held;
- (4) Work address and phone number of National Union Representatives.

No employee shall be recognized as a Union representative until the Union has presented the Employer with written notice of that person's selection.

Section 3.4. The writing and investigation of grievances and the performance of other Union-related duties shall be on non-work time unless otherwise specified herein.

It is recognized that an employee representative may need to deliver a grievance to the next step of the grievance procedure or obtain information from the Employer during working hours regarding an alleged or pending grievance. Employees shall be permitted to perform these activities during working hours without loss of pay provided the employee schedules such activities at a time least disruptive to the work and receives advance approval from the employee's supervisor.

Union officers and stewards shall not suffer any loss in their regular straight-time rate of pay while attending any scheduled meetings with the Employer or designee. In no event shall time spent writing grievances, investigating grievances or attending grievance hearings outside the employee's normal working hours be considered as paid time or overtime.

Section 3.5. The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees unless specifically authorized by the Director of Public Safety and Service.

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.1. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not interfere with, restrain or coerce any employee because of Union membership or any legal activity performed in an official capacity on behalf of the Union, provided such activity does not conflict with the terms of this Agreement.

Section 4.2. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not interfere with, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 4.3. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability/handicap, ancestry, genetic information, veteran status, or military status of any person.

Section 4.4. The City and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. Unless expressly modified by this Agreement, the Employer shall have the unimpaired right and responsibility to:

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

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the right and responsibility of the Employer.

ARTICLE 6
SUBJECTS OF BARGAINING

Section 6.1. The Employer is not required to bargain on subjects reserved to the management and direction of the Employer except as those subjects affect wages, hours, terms and conditions of employment, and continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 7.1. The parties agree that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, understanding that

this Agreement provides machinery for the orderly resolution of grievances, the parties agree that neither the Union, nor any member or officer thereof, shall individually or collectively, for any reason, authorize, cause, support, condone, sanction, or engage, participate, or assist in, any sick call, boycott, work stoppage, walkout, slowdown, picketing, sympathy strike, strike, or any other concerted activity which would interrupt or limit the Employer's operations or performance of the Employer's services during the term of this Agreement. Likewise, the Employer agrees that neither it, nor its designee(s), individually or collectively, will authorize, cause, support, condone, sanction, or engage, participate, or assist in, any lockout of employees during the term of this Agreement. The Employer's right to maintain the security of the City's facilities during any work stoppage as described above shall not be construed as a lockout.

Section 7.2. In addition to any other remedies available to the Employer, any employee(s) who, individually or collectively, violates the provisions of this Article, shall be subject to discipline, up to and including discharge. Disciplinary action resulting from alleged violation(s) of the provisions of this Article shall be subject to the grievance procedures contained elsewhere in this Agreement and shall not be otherwise appealable. However, only the question of whether the disciplined employee did, in fact, violate the provisions of this Article shall be subject to such grievance procedures, and the nature of such disciplinary action shall not be altered, reduced, or modified, except upon a finding that the employee did not, in fact, violate the provisions of this Article.

Section 7.3. In the event of any violation of Section 7.1 of this Article, the Union, shall promptly make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to their jobs and to resume their usual work duties. Upon being notified of a violation of Section 7.1, the Union shall immediately order, both orally, and by posting notices and email or letter, signed by the ranking Union officer, with a copy to the Employer, all employees to return to work, notwithstanding the existence of a picket line. The Union shall instruct all such employees in writing that their conduct is in violation of the Agreement, and that they may be disciplined, up to and including discharge, for such violation.

Section 7.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or cessation of work.

ARTICLE 8

APPLICATION OF CIVIL SERVICE LAWS

Section 8.1. This Agreement supersedes and replaces all applicable state and local laws which it has authority to supersede and replace, including the provisions of O.R.C. Chapter 124.01 through 124.56 and the Rules and Regulations of the Civil Service Commission of the City of Wapakoneta. Where this Agreement is silent, the provisions of applicable law shall prevail.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. The term “grievance” shall mean an allegation by a bargaining unit employee or a local Union officer that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 9.2. A grievance, under this procedure, may be brought by any member of the bargaining unit or a local Union officer. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member will process the grievance on behalf of the group; however, to be considered for any remedy from any grievance, a member must be named and sign the grievance in question prior to the filing of any grievance.

Section 9.3. Grievances must be submitted to Step 1 in the grievance procedure within fourteen (14) calendar days of the incident giving rise to the grievance. All written grievances must contain the following information to be considered:

1. All aggrieved employees’ names and addresses;
2. All aggrieved employees’ classifications;
3. Date grievance was first discussed with immediate supervisor;
4. Date grievance is being filed in writing;
5. Name of supervisor with whom grievance was discussed;
6. Date and, if applicable, time grievance occurred;
7. Where grievance occurred;
8. Description of incident giving rise to the grievance;
9. Articles and Sections of Agreement alleged to have been violated;
10. Resolution requested.
11. Signature of local union officer or employee filing the grievance.

The parties to this Agreement shall develop a mutually agreeable grievance form which shall provide the information outlined in this Section. The Union shall have the responsibility for duplication, distribution, and its own accounting of the grievance forms.

Section 9.4. Prior to submitting a grievance in writing to the formal procedure, an employee or a local Union officer shall discuss the dispute with the immediate supervisor in an attempt to reach

resolution. However, it is the employee's responsibility to protect the time limits in which to file a formal written grievance at Step 1. Disciplinary actions alleged to be in violation of this Agreement may be appealed through the Grievance Procedure. Appeals of discharges may be processed beginning at Step 2, all other appeals of disciplinary actions shall be processed beginning at Step 1.

Section 9.5.

Step 1: Department Head. The Department Head, within seven (7) calendar days of receipt of a signed written grievance, shall review the allegations contained in the grievance and, if requested by either party, schedule a formal meeting with the employee or the local Union officer filing the grievance. The employee may have a steward present at this meeting. Within seven (7) calendar days after the meeting or fourteen (14) calendar days after the Department Head receiving the grievance, if no meeting was requested, the Department Head shall provide a written response to the grievance. If the employee is not satisfied with the written response from the Department Head, the employee may, within seven (7) calendar days, process the grievance to Step 2 of the procedure.

Step 2: Director of Public Safety and Service. The Director or designee, within fourteen (14) calendar days of receipt of a signed written grievance, shall review the allegations contained in the grievance and, if requested by either party, schedule a formal meeting with the employee or the local Union officer filing the grievance and at the employee's option, the President of the Local or a steward. Within seven (7) calendar days after the meeting or twenty-one (21) calendar days after the Director receiving the grievance, if no meeting was requested, the Director or designee shall provide a written response to the employee and the President of the Local.

Step 3: Arbitration. If the grievance is not satisfactorily resolved at Step 2, the Union may request arbitration within ten (10) calendar days from the date of final answer, in accordance with this Section of this Article. Any grievance not submitted within the ten (10) calendar day period described above shall be deemed settled on the basis of the last answer given by the City's representative.

1. The Union shall notify the Director of Public Safety and Service in writing of its intent to seek arbitration over an unadjusted grievance.
2. The representatives of the parties (the Union and the City) shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate, to begin the selection procedures outlined below. The Union may withdraw its request to arbitrate at any time prior to the actual hearing.
3. Any cancellation fee due the arbitrator shall be paid by the party cancelling the arbitration.

4. After receipt of a request to arbitrate, a representative of each of the parties (the Union and the City) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of fifteen (15) arbitrators domiciled in Ohio. The parties agree to split the cost required by FMCS to obtain a list of arbitrators. The parties shall then choose an arbitrator by alternately striking the names of the arbitrators until only one (1) name remains. The party requesting arbitration shall strike the first name. Each party may reject one (1) list in total prior to striking names and request that a new list of arbitrators be provided. The party rejecting a list of arbitrators shall pay any fees required by FMCS to obtain another list.
5. The arbitrator's decision shall be strictly limited to the interpretation, application, or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.
6. The question of arbitrability of a grievance may be raised by either party at Step 1 or Step 2 of the grievance procedure on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.
7. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before a different arbitrator unless the parties mutually agree in writing to have the alleged grievance heard by the same arbitrator.
8. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees. The arbitrator shall be requested to issue a decision as quickly as possible after the hearing and shall forward such findings, awards and other supporting data to the Employer and to the Union.
9. The arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement.
10. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, or cost for a hearing room, if any, shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees will be split equally if both parties desire a reporter or request a copy of any transcripts.

11. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.
12. Any grievance not processed by the Union within the time limits outlined herein shall be deemed resolved based upon the Employer's last answer.
13. Any grievance not answered by the Employer within the time limits outlined herein may be advanced by the aggrieved or the local Union officer to the next step in the Grievance Procedure.

Section 9.6. When employees covered by this Agreement choose to represent themselves in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union grievance representative will be notified of the representative's right to be present at the adjustment.

ARTICLE 10 **DISCIPLINE**

Section 10.1. Non-probationary employees shall not be disciplined except for just cause.

Section 10.2. Newly hired probationary employees shall be subject to disciplinary action, up to and including discharge, at the sole discretion of the Employer, and such disciplinary actions, including discharge, shall not be subject to the Grievance Procedure contained in this Agreement nor any other appeal procedures. The Union shall be notified of any probationary employees who are suspended or discharged during the term of their probationary period. Upon request of the Union, a meeting shall be held to discuss the suspension or discharge.

Section 10.3. Except in instances where the employee is charged with serious misconduct, discipline will be applied in a corrective and progressive manner.

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

Forms of disciplinary action may include:

- verbal warning (time, date and incident recorded);
- written reprimand;
- working suspension;
- suspension;
- fines (not in excess of one (1) days pay [8 hours] or paid leave);

demotion;

discharge.

An employee who is given a working suspension shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary actions.

Section 10.4. Non-probationary employees shall not be reduced in pay, suspended without pay, fined, demoted, or discharged unless the Employer first conducts a predisciplinary hearing, with the Employer Representatives, the employee to be disciplined, the Local Union President and a Union Steward present if the employee desires Union representation. Nothing in this Article shall preclude the Employer from taking disciplinary action without such hearing if the employee waives the right to a predisciplinary hearing. A predisciplinary hearing shall not be delayed more than forty-eight (48) hours due to the unavailability of the Local Union President or Union Steward or the President's designee.

Section 10.5. Employees shall be provided a copy of any disciplinary record placed in their personnel file and may be required to sign an acknowledgement indicating that they have received a copy of the action.

Section 10.6. Forms of discipline less than a three (3) day suspension shall not be grievable beyond Step 2 of the Grievance Procedure.

Section 10.7. Records of disciplinary actions shall cease to have force and effect and shall not be considered in future disciplinary matters after the periods specified below provided there has been no intervening disciplinary action taken against the employee during the prescribed time period.

Verbal warning	12 months
Written reprimands	24 months
Suspensions, Working Suspensions, or fines.....	36 months

Section 10.8. Any grievance regarding the discharge of a non-probationary bargaining unit employee shall be initiated at Step 2 of the grievance procedure.

Section 10.9. Use of Last Chance Agreements. Last Chance Agreements are not considered a form of discipline but a non-precedent setting agreement between the parties whereby the employee retains his/her employment for his/her agreement to commit no further work infractions.

Last Chance Agreements shall not amend the collective bargaining agreement and shall supersede any conflicting language in the collective bargaining agreement with regard to the

employee subject to the Last Chance Agreement only. The use of Last Chance Agreements shall not require the vote of membership nor ratification by the legislative body.

Whenever the City determines an employee's conduct may warrant discharge, the City may agree to use a Last Chance Agreement. An employee may be represented by an available Union Representative. The UWUA shall be permitted to review Last Chance Agreements.

ARTICLE 11

POLICY OR WORK RULE CHANGES

Section 11.1. The parties acknowledge that this Agreement preserves the Employer's right to establish work rules, policies, and procedures and to change existing work rules, policies, and procedures as the Employer deems necessary. However, the parties further agree that the Employer's work rules, policies, and procedures shall not violate the express provisions of this Agreement.

Section 11.2. Any additions or amendments to existing work rules, policies, or procedures shall be reduced to writing and posted on the appropriate department bulletin boards and a copy given to the Union seven (7) days prior to the effective date of such addition or amendment. Such posting shall constitute notice to all employees.

Section 11.3. The Employer agrees to meet and confer with the Union President and/or Chief Steward upon demand, to discuss the impact upon bargaining unit employees of any change in work rules, policies, or procedures. When possible, the Employer will attempt to meet with the Union prior to the posting of the work rule, policy, or procedure change.

Section 11.4. Employees shall be made aware of any existing work rules, policies, or procedures which affect their employment.

Section 11.5. The requirements as contained in Sections 11.2 and 11.3 of this Article shall not limit or restrict the right of the Employer to implement a change in a work rule, policy, or procedure prior to the conclusion of the posting period or prior to a meeting with the Union if the circumstances warrant such action.

Section 11.6. The Union shall have the right to grieve any work rule or policy which the Union alleges violates an express provision of this Agreement.

ARTICLE 12

LABOR-MANAGEMENT MEETINGS

Section 12.1. In the interest of sound labor-management relations, the Employer shall periodically meet with not more than three (3) representatives of the local Union, selected by the local Union President, to discuss matters of mutual concern. The purpose of such meetings shall be to:

A. Discuss the administration of the Agreement.

- B. Notify the Union of changes made or planned to be made by the Employer and discuss the effects of such changes on bargaining unit employees.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to improve the delivery of services.
- E. To consider and discuss health and safety matters relating to employees.

Section 12.2. Not later than forty-eight (48) hours prior to the convening of a Labor-Management meeting, each party shall give the other a written agenda specifying those matters it wishes to discuss at the meeting and the names of those representatives who will be attending.

Section 12.3. A Labor-Management meeting shall be convened within seven (7) calendar days following a request by either party. The exception to the above are matters of safety. Injury threatening safety matters shall be given preference and a meeting between the Employer and the local Union representative shall be convened as soon as possible but not later than twenty-four hours (24) from the time of the request. Labor-Management meetings shall be held on a mutually agreeable date and time.

Section 12.4. No Union representative appointed by the local Union President shall suffer any loss of regular straight-time pay in connection with the representative's attendance at a Labor-Management meeting held during the employee's regularly scheduled working hours. However, no employee shall be entitled to any overtime compensation as a result of attending such Labor-Management meetings.

ARTICLE 13 **BULLETIN BOARDS**

Section 13.1. The Employer agrees to provide the Union bulletin board space for the exclusive use of the Union, to be located in agreed upon areas.

Section 13.2. The Union may post the following items without prior permission of the Employer:

- (1) notices of Union meetings
- (2) notices and results of elections
- (3) notices of social or recreational events
- (4) notices of conferences and conventions
- (5) notices of appointment of Union representatives

All other material the Union desires to post must be reviewed by the person designated by the Employer before posting to ensure that the notices are not defamatory, obscene, or politically partisan. The Union shall submit to the Employer one (1) copy of any material the Union desires to post prior to such posting.

Section 13.3. No material may be posted anywhere which contains the following:

- (1) Personal attacks on any employee, the Employer or any member of the general public;
- (2) Scandalous, scurrilous, or derogatory remarks or attacks on the Employer;
- (3) Favorable or unfavorable comments or attacks on any candidate for public office or any political issue.

Section 13.4. All postings must bear the date of posting and the signature of the local Union official or steward who is responsible for the posting. Material posted in violation of this Article may be removed by the Employer and the responsible party disciplined if appropriate.

ARTICLE 14 **PROBATIONARY PERIODS**

Section 14.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) consecutive calendar days. A newly hired probationary employee may be terminated any time during the employee's probationary period and shall have no appeal over such removal.

Section 14.2. A newly hired probationary employee shall accrue no seniority until the employee has successfully completed the new hire probationary period. However, upon successful completion of such probationary period, the employee's seniority shall be computed as commencing upon the employee's most recent date of employment with the Employer.

Section 14.3. Newly hired probationary employees shall not be entitled to health insurance benefits, sick leave or holiday pay until after they have completed their first sixty (60) consecutive days of employment. After completion of their first sixty (60) days of employment, full-time employees shall become eligible for all of the benefits outlined herein and part-time employees shall begin accruing sick leave only.

Section 14.4. Newly hired probationary employees shall not normally be eligible for promotion to any other position within the bargaining unit until they have successfully completed their probationary period. However, probationary employees will be permitted to bid on posted vacancies during the last sixty (60) days of their probationary period and, if qualified, will be considered for the vacancy prior to hiring a new employee. Any employee promoted or transferred to a different classification while still serving an original probationary period shall be considered a newly hired employee and shall be required to complete the remainder of the new

hire probationary period or a probationary period of ninety (90) consecutive calendar days whichever is longer, in the newly obtained position in accordance with Section 14.1 above.

Section 14.5. Employees promoted or transferred after completing their new hire probationary period will be required to successfully complete a probationary period in their newly appointed position. The probationary period for a promoted or transferred employee shall begin on the effective date of promotion or transfer and shall continue for a period of sixty (60) consecutive calendar days. A promoted or transferred employee who evidences unsatisfactory performance may be returned to the employee's former position anytime during this probationary period. Employees may elect to return to their former position during the first thirty (30) consecutive calendar days of their probationary period and shall be returned to said position by no later than the expiration date of the probationary period.

Whenever there has been a grievance, administrative, or court action filed challenging the validity of any promotion, the probationary period of the incumbent may be extended until such time as all challenges have come to a final decision. If the selection is invalidated, the incumbent will be probationarily demoted.

Section 14.6. Part-time employees who work a portion of each normal working day, five (5) days per week, shall have their probationary period determined by the number of consecutive calendar days following appointment in the same manner as full-time employees.

ARTICLE 15 **SENIORITY**

Section 15.1. For the purpose of this Agreement seniority shall be defined as follows:

City Seniority: the uninterrupted length of continuous full-time employment with the Employer commencing with an employee's most recent date of hire by the Employer. Employees hired in a full-time position who have previous unbroken service with the City in a part-time position shall be credited with seniority for such part-time service on a pro-rata basis as compared to full-time service. Seniority credit for part-time service shall not be applicable to any benefits which are limited to full-time employees only.

Departmental Seniority: an employee's total length of service within a department commencing with the most recent date of the employee's permanent assignment to that department. Part-time service shall be applied on a pro-rata basis.

Section 15.2. Employees whose employment with the Employer commences upon the same date shall have their City Seniority ranking decided by the order in which they applied for employment with the Employer. If an employee's date of application cannot be determined, the employee shall be considered the less senior of the two employees. If both employees applied for employment on the same date, the employee whose last name appears first in alphabetical order shall be considered the most senior. Employees whose employment in a department commences upon the same date shall have their Departmental Seniority ranking decided based on which employee has the greatest City Seniority.

Section 15.3. An approved leave of absence shall not constitute a break in continuous service for the purpose of determining an employee's seniority provided the employee complies with the terms of the leave and returns to work immediately following the expiration of the leave.

Section 15.4. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement from a position within the bargaining unit;
- C. Layoff for more than two (2) years;
- D. Failure to return to work within ten (10) calendar days of a recall from layoff absent approved extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of a leave of absence;
- F. Resignation, unless the Employer elects to rehire the employee within the thirty (30) calendar day period immediately following the resignation; or
- G. Employee is promoted or transferred to a non-bargaining unit position for more than one hundred and twenty (120) consecutive calendar days.

Section 15.5. The Employer shall post both City and Departmental Seniority lists on the Employer's bulletin boards not later than January 15th of each year. One (1) copy of any such posted Seniority List shall be furnished to the Union.

ARTICLE 16 **VACANCIES AND BIDDING**

Section 16.1. The parties agree that all appointments to positions within the bargaining unit covered by this Agreement, other than original appointments, shall be filled in accordance with this Article.

Section 16.2. A successful applicant for a posted position is prohibited from bidding on another position until successfully completing the probationary period in the employee's current position.

Section 16.3. This Article shall be applicable to both promotions and transfers. A promotion shall be defined as a permanent appointment to a different classification within the bargaining unit having greater educational requirements or responsibilities and a higher maximum pay rate. A transfer shall be defined as a permanent appointment to any classification within the bargaining unit which has an equal or lower maximum rate of pay. This Article shall not be applicable in any case involving a demotion to a lower paying classification for disciplinary reasons.

Section 16.4. Whenever the Employer determines that a permanent vacancy exists which the Employer desires to fill, notices of such vacancy shall be posted on the bulletin boards where employee notices are usually posted, for seven (7) calendar days. All such notices shall contain a description of the position to be filled, including classification title, rate of pay, job duties, normal working hours, location, and special qualifications required or desired. During the posting period, any eligible person wishing to apply for the vacant position shall do so by submitting a written application to the Employer or Employer's designee. The Employer shall not be obligated to consider any application submitted after the posting period or consider any applicants who do not meet the minimum qualifications for the job. The Employer may limit those eligible to apply to applicants in specified classifications and/or to applicants with specified experience.

Section 16.5. The Employer will consider the following criteria in selecting the successful applicant: experience; ability to perform the essential functions of the job in question; records of attendance and discipline; education; other qualifications; and seniority. If two or more applicants are relatively equal considering the other criteria, seniority shall be the determining factor.

Section 16.6. The Employer will notify the individual selected to fill the vacancy and upon the employee's acceptance of the position will notify the remaining applicants by posting a notice on the bulletin board.

All postings for vacancies shall be filled within sixty (60) days after the close of the posting if the vacancy is filled by an existing employee. If the City is unable to readily replace the successful bidder because of qualifications, the City shall award the bid, but may retain the employee in their current position until a qualified replacement is available. If the awarding of the bid involves a higher rate of pay, the successful bidder shall receive the higher rate of pay until assigned to the new position.

Section 16.7. If an employee applies for and is awarded a position, which does not constitute a promotion, the employee shall be placed in that pay step within the applicable pay range, which is equal to the wage rate of the position previously held by the employee. However, if the position which is awarded to the employee has no such equal wage rate, the employee will then be placed in the pay step closest to, but not greater than, the pay step he was previously in. Thereafter the employee shall advance to the succeeding pay steps within the pay range after completing the required months of service as indicated in Section 35.3 of this Agreement.

Section 16.8. If an employee applies for and is awarded a position which constitutes a permanent promotion, the employee shall be assigned to the lowest pay step in the newly assigned pay range which provides an increase in pay. Following successful completion of the promotional probationary period the newly promoted employee shall be advanced to the next higher pay step of the newly assigned pay range. Thereafter the employee shall advance to the succeeding pay steps within the pay range following completion of the required months of service as specified in Section 35.3 of this Agreement.

Section 16.9. An employee who does not successfully complete the probationary period required following a promotion or transfer to a position in another department, shall not suffer any loss in departmental seniority upon returning to the employee's original department.

ARTICLE 17 **LAYOFF AND RECALL**

Section 17.1. The Employer shall determine when and in which classifications and departments layoffs will occur.

Section 17.2. Within each classification and department affected, employees will be laid off in accordance with their City Seniority and their qualifications to perform the remaining work available.

Section 17.3. If an employee is laid off, the employee shall have five (5) days following the notice of layoff to exercise the employee's right to displace any other employee having less City Seniority in any equal or lower paying job classification provided the employee has the qualifications to perform the work in such classification.

Section 17.4. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in accordance with their City Seniority and qualifications to perform the work available.

Section 17.5. Unless employees are notified of their recall date at the time of layoff, notice of recall shall be sent to the employee by certified mail, return receipt requested, and such notice shall be directed to the last mailing address provided by the employee. The Employer shall provide the Union with copies of all such recall notices. The employee shall have five (5) calendar days following the receipt of the recall notice to notify the Employer of the employee's intentions regarding returning to work. A recalled employee shall have fourteen (14) calendar days following the receipt of the recall notice to return to work, unless a later date for returning to work is specified in the notice or agreed upon between the employee and the Employer. Receipt of the certified letter or refusal to accept said letter shall be deemed as proper notification for the purposes of this Section. An employee failing to return to work within the time period specified shall be considered to have voluntarily resigned employment.

Section 17.6. This article specifically supersedes Ohio Revised Code Sections 124.321-124.328.

ARTICLE 18 **HOURS OF WORK AND OVERTIME**

Section 18.1. The normal work day shall consist of eight (8) hours, and the normal work week shall consist of forty (40) hours in five (5) consecutive days. This Article shall not, however, be construed as a guarantee of work hours or days by the Employer.

Section 18.2. Overtime shall be paid at the rate of one and one-half (1½) times an employee's straight-time base hourly rate for all hours worked in excess of forty (40) hours during any work

period. For purposes of computing overtime, the work period shall begin at 12:01 a.m. on Monday and end at 12:00 midnight on the following Sunday. There shall be no compounding of hours worked or pyramiding of premium pay for hours worked in the calculation of an employee's entitlement to overtime.

Section 18.3. All hours in active pay status except sick leave shall be considered as hours worked for the purpose of calculating an employee's entitlement to overtime compensation. Notwithstanding the previous sentence, the use of sick leave shall not affect the payment of overtime for scheduled, non call-in hours outside the employee's regular shift. Active pay status shall include all time employees are paid their regular hourly rates directly by the City excluding holiday pay for holidays observed on the employee's regularly scheduled day off.

Section 18.4. The Employer shall attempt to distribute opportunities to work overtime as equally as practicable among those employees in a department or job classification who are qualified and available to perform the work. A call-out list shall be prepared in each department of qualified employees in order of their respective seniority. As call-outs occur, the hours worked, if accepted or refused by the employee shall be placed next to the employee's name. Once the initial list has been completed, calls will then be made to the qualified employee lowest in hours when such overtime occurs. The list shall be posted in each department where all employees will be able to view it on a daily basis. The Employer reserves the right to require employees to work overtime to meet operational demands. Should the Employer have to force employees to work overtime, the employee lowest in hours who is available and qualified to perform the work shall be contacted first. This procedure shall be continued until the required number of employees have been obtained.

Section 18.5. Any bargaining unit employee may request to accumulate compensatory time off in lieu of receiving overtime pay for any authorized overtime worked. If the employee wishes to request compensatory time, the employee shall designate such request in writing to the Employer prior to the end of the pay period in which the overtime is worked.

Employees will be permitted to accumulate up to a maximum of forty-eight (48) hours compensatory time within a contract (Aug. 1-July 31) year. Compensatory time will be accumulated on a time and one-half (1 ½) basis for each hour of overtime worked. Employees agree compensatory time will only be scheduled at a time mutually agreeable to both the Employer and employee when staffing permits the employee to use the compensatory time without creating overtime. Any accumulated compensatory time not used by July 15th or scheduled to be used by July 31st of a contract year, shall be paid at the applicable hourly rate on the last pay check in July. All employees must have a zero balance of compensatory time by July 31 each year.

ARTICLE 19 **CALL-IN PAY**

Section 19.1. If an employee, who is not on standby duty assignment, is called by the Employer to report for work during the hours which are outside of the employee's assigned work schedule

and do not about the employee's assigned work shift, the employee shall be paid for not less than two (2) hours work at the applicable rate of pay as provided in Article 18.

ARTICLE 20
STANDBY DUTY PAY

Section 20.1. The parties acknowledge and agree that, due to the nature of the Employer's services and operations, the Employer may at times require employees to assume standby duty status and thus be prepared to report immediately for duty at any time as needed.

Section 20.2. An employee shall receive standby duty pay in the amounts specified herein for each day the employee is assigned to standby duty. The amount of standby duty pay shall be \$17.00 per day upon signing the Agreement in 2014. The amount of standby duty pay shall be \$17.50 per day effective August 1, 2015. The amount of standby duty pay shall be \$18.00 per day effective August 1, 2016.

Section 20.3. When an employee is assigned to standby duty, the Employer shall provide the employee with a telephone call response device, such as a "pager" or a two-way radio in order that the employee may be contacted as needed. The employee shall remain within a fifteen (15) mile radius of the City and be available to report for work immediately while on standby duty. At the discretion of the Employer, any employee on standby duty who cannot be reached in accordance with the methods specified in this Section, shall be ineligible for standby pay for that period. The employee assigned to standby duty shall notify the Supervisor in advance if a different employee agrees to accept the standby duty assignment. An employee on standby duty shall not engage in alcohol consumption, illegal drug use, or misuse of legal drugs. Any violation of this section regarding standby duty may result in disciplinary action up to and including termination of employment.

Section 20.4. In the event an employee is required to report for work while on standby duty assignment, the employee shall be compensated for all time actually worked at the applicable rate in accordance with Article 18 herein. An employee on standby duty who is required to report for work during hours which do not about the employee's assigned work shift shall receive a minimum of two (2) hour's pay at the applicable rate. Upon completion of the work assignment the employee was called to perform, the employee shall contact the department that notified the employee to report for work to determine if other work exists to be performed before returning home.

Section 20.5. The standby duty pay, referred to in Section 20.2 above, shall be included when calculating an employee's overtime rate of pay for FLSA purposes.

ARTICLE 21
EMERGENCY DAY COMPENSATION

Section 21.1. In the event that a weather emergency is officially declared by the Mayor or designee, resulting in the curtailment or suspension of all or any of the City's operations or

services, those employees who are not permitted or able to report to work due to the weather emergency may elect any of the following options:

- (1) Request that such absence be charged against the employee's accumulated but unused vacation leave; or
- (2) Request that such absence be charged against the employee's accumulated but unused compensatory time; or
- (3) If no request is received from the employee for vacation or compensatory time by the end of the pay period, such absence shall be recorded as a leave of absence (LOA) without pay.

Section 21.2. In the event of a weather emergency, the parties agree the Employer may exercise any or all of the following options:

- (1) Direct employees not to report for work;
- (2) Release employees prior to the conclusion of their normal workday;
- (3) Require employees to report for work or to continue working;
- (4) Transport employees from their home to the job site or work locations.

ARTICLE 22

ADVERSE WEATHER CONDITIONS

Section 22.1. The Employer recognizes that adverse weather conditions such as rain, snow, ice, extremely low temperatures, high winds or combinations of the above, may at times prevent the safe performance of regular work assignments in job classifications where employees normally work outdoors.

In the event such conditions occur, the Department Head shall make a determination as to whether it is practical to continue working outside and which work activities, if any, should be halted.

If the Union disagrees with the initial determination of the Department Head, work shall continue as directed by the Department Head while the Local Union President contacts the Director of Public Safety and Service to advise the Director of the situation. The Director of Public Safety and Service shall analyze the weather conditions and the job assignments involved and shall make the final determination as to whether the conditions make the work required unsafe.

Section 22.2. Whenever it is determined that the regular work duties of employees must be halted due to adverse weather conditions, the Employer may assign the affected employees to other necessary work that is available and which the employees are qualified to perform. These

alternative work assignments may or may not be included in the affected employee's regular classification. If the Director of Public Safety and Service determines that there is no necessary or essential work available which the employee can perform, the employee shall be sent home without pay.

Section 22.3. The provisions of this Article shall not apply to emergency work situations involving public safety or continuance of public utility services as determined by the Director of Public Safety and Service.

Section 22.4. Any employee who reports to work as scheduled and is released from duty by the Employer because of inclement weather shall be paid for a minimum of two (2) hours regardless of whether the Employer required the employee to work the two (2) hours.

ARTICLE 23

SUBSTANCE ABUSE TESTING, COUNSELING, AND ASSISTANCE

Section 23.1. In order to maintain a safe and healthful work environment, the Employer reserves the right to set standards for employment and to require pre-employment physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs.

Section 23.2. The Employer and the Union recognize the value of testing, counseling, and assistance programs for those employees whose alcohol consumption or drug usage may interfere with the performance of their job duties and responsibilities. In cases in which an employee is acting in an abnormal manner, and where the Employer has a reasonable suspicion to believe that the employee is under the influence of the substances referenced above, the Employer may require the employee to go to a medical clinic, at the Employer's expense, to provide blood or urine specimens. For purposes of the above, "reasonable suspicion" means suspicion based on personal observation by an Employer representative; including descriptions of appearance, behavior, speech, breath, or inexplicable behavior. If requested, the employee will sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the Employer. A refusal to provide either specimen will constitute insubordination and a presumption of impairment and may result in appropriate discipline or discharge.

Any employee who tests positive in accordance with the above procedure may request that a portion of the original specimen be delivered to a different laboratory for confirmation testing at the employee's expense.

The results of the above tests will constitute medical information and will remain confidential except for their use in official safety investigations, any action necessary to defend the discharge or discipline of the employee or for release as required by court order. All tests shall be conducted utilizing the same procedures used for mandatory drug and alcohol testing of employees with Commercial Driver's Licenses (CDL).

Section 23.3. Upon identification of an employee with an alcohol or drug abuse problem, the Employer and Union agree to jointly encourage an employee to seek professional counseling and

assistance. If the Employer believes, after examination of the evidence provided, that the employee should remain absent from work while participating in such counseling and assistance program, the employee may use accumulated sick leave and/or vacation for such absence.

As a condition to the approval of sick leave and/or vacation leave for the purposes set forth in this Article, the employee shall authorize any counseling or assistance program in which the employee is participating to release to the Employer all information requested by the Employer at any time regarding the employee's participation, attendance, progress, diagnosis, prognosis, and ability to perform the employee's job duties and responsibilities. The Employer shall not be required to absorb, withstand, pay, or reimburse any expenses incurred in connection with the employee's participation in such counseling or assistance program which are not covered under the Employer's Health Insurance Plan, except for the possible granting of sick leave and/or vacation leave as provided herein.

Section 23.4. Nothing contained in this Article shall prohibit the Employer from taking disciplinary action, up to and including discharge, in accordance with the disciplinary procedures outlined in the contract, for any acts by an employee with a drug or alcohol abuse problem that would otherwise be subject to discipline. The Union agrees that the Employer may elect to hold disciplinary action in abeyance pending an employee's regular participation in a substance abuse rehabilitation program where the employee's previous work record and willingness to participate in such program may warrant such leniency. Upon the employee's successful completion of the rehabilitation program or in the event the employee fails to complete the program or correct the substance abuse problem, the Employer will review the original cause for the disciplinary action and determine what discipline, if any, is appropriate.

Section 23.5. The provisions of this Article shall in no way apply to or be extended to newly hired probationary employees. This Article shall not be interpreted nor applied to restrict nor interfere with the Employer's enforcement of the City's CDL Drug and Alcohol Testing Policy.

ARTICLE 24 **SAFETY**

Section 24.1. Since safety is a matter of mutual concern to the Employer and the Union, the parties agree to cooperate in promoting the observance of all safety rules and regulations in order to prevent injuries and to maintain a safe and healthful workplace.

Section 24.2. The parties further agree that the careful observance of safe working practices and safety rules is the responsibility and duty of both the Employer and all employees. Therefore, the Employer shall uniformly enforce safety rules and regulations and employees shall be responsible for observing the safety rules and regulations and for performing their work in a safe manner so as to avoid injury to themselves and/or other persons. Employees shall not perform or be required to perform work or operate equipment and/or vehicles in violation of the City's safety rules and regulations or applicable state or federal laws. Employees who violate or disregard such safety rules and regulations shall be subject to disciplinary action up to and including discharge.

Section 24.3. It shall be the responsibility of all employees to immediately report any unsafe conditions, equipment, and/or vehicles to the Employer by filing a written report with their immediate supervisor. The supervisor shall immediately investigate the alleged unsafe condition, equipment, and/or vehicle, and initiate action to remedy any conditions found to be unsafe. If there is a disagreement between the employee and the supervisor regarding the alleged unsafe condition, equipment, and/or vehicle, the supervisor shall contact the Union safety representative to examine the situation. If the safety representative and the supervisor cannot reach agreement on how to resolve the matter, the Director of Public Safety and Service shall be contacted to make the final determination. If the supervisor and the safety representative or the Director of Public Safety and Service deem the conditions, equipment, and/or vehicle to be unsafe, employees assigned to such unsafe conditions, equipment, or vehicle shall be assigned to other work, equipment, or vehicles until the unsafe condition, equipment, and/or vehicle has been corrected or repaired as deemed appropriate by the Director of Public Safety and Service.

Section 24.4. Employees injured or in any way involved in an accident or exposure incident during the course of their employment shall, within twenty-four (24) hours, if physically able to do so, file an accident report on a standard form furnished by the Employer. All such injuries, accidents, and exposures must be verbally reported to the employee's immediate supervisor as soon as possible. The Employer shall arrange for any necessary medical attention. When so requested, an employee's immediate supervisor shall provide assistance to the employee in completing all required injury, accident, or exposure forms. Employees shall cooperate with the Employer during the investigation of any accident or exposure incident and when completing forms or questionnaires relating to the accident or exposure incident or Workers' Compensation claims.

The employee shall be provided a copy of any injury, accident, or exposure incident forms the employee is required to complete. A copy shall be provided to the Union upon authorization of the employee.

Section 24.5. An employee disciplined for failure or refusal to abide by the Employer's safety policies, rules, and procedures may appeal such discipline under the Grievance Procedure contained herein. This shall be the appropriate procedure for adjusting such disputes. An employee seeking remedy before any other agency shall not be eligible to have a grievance regarding the same situation heard before an arbitrator under Step 3 of the Grievance Procedure.

If a grievance under this Section is heard by an arbitrator, the arbitrator will not have the authority to invalidate a safety or health policy, rule, or procedure.

ARTICLE 25

SAFETY EQUIPMENT

Section 25.1. The Employer shall provide all required safety equipment as determined necessary by the Director of Public Safety and Service. Such equipment shall remain the property of the City and any equipment in an employee's possession at the time of termination shall be returned prior to the issuance of the employee's final check.

Section 25.2. Equipment which the Employer agrees to provide on an individual basis shall include:

All Departments

Rain Suits
Rubber Boots (short or tall)
Hard Hats, liners and no max hoods
Work gloves

Electrical Department

Rubber gloves, liners & protectors
Climber's safety strap

Meter-Reading

Mace
Caps

Equipment which the Employer agrees to make available to employees on a shared basis shall include:

Hip Boots
Safety Glasses
Safe-T-Climb

Section 25.3. Employees shall be responsible for the care and custody of all equipment issued for their use and may be required to reimburse the City for any equipment, lost, stolen, or damaged due to the negligence of the employee.

ARTICLE 26
SICK LEAVE/INJURY LEAVE

Section 26.1. Each employee covered by this Agreement shall be entitled for each completed hour in active pay status, not including overtime, to .0462 hours of sick leave.

Section 26.2. Unused sick leave shall be accumulated without any maximum limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one-half (½) hour for every one-half (½) hour or portion thereof of absence from previously scheduled work. An employee shall only be permitted to use sick leave for those days on which the employee would have otherwise been scheduled to work, not including scheduled overtime hours.

Section 26.3. Sick leave benefits will be granted only for absence from duty due to the personal illness, legal quarantine, or injury of the employee or serious illness or injury of a member of the employee's immediate family wherein the employee's presence is required to care for the ill or injured family member. Immediate family shall be defined for purposes of this Article as the employee's spouse, child, step-child, or other family member, who lives in the employee's household. In the event other family members are hospitalized, scheduled for surgery or otherwise convalescent to the extent that the employee's presence is reasonably necessary, or the

employee is required to care for minor children due to the illness or injury of the spouse, the Director of Public Safety and Service may authorize sick leave payment.

Section 26.4. When an employee is unable to report for work for reasons as set forth in Section 26.3, the employee shall contact the immediate supervisor prior to the regular reporting time and inform the supervisor of the nature of the illness or injury, where the employee may be contacted during the absence. Failure to comply with this requirement shall be grounds for disciplinary action and denial of sick leave payment.

Section 26.5. Each employee requesting sick leave shall submit a satisfactory written and signed statement stating the nature of the illness, to justify the use of sick leave. If an employee is absent two (2) or more days or if an employee has established a record of excessive or pattern of absences, as determined by the Director of Public Safety and Service, a certificate stating the nature of the illness from a licensed physician may be required. Falsification of a written signed statement or a physician's certificate shall be grounds for disciplinary action and denial of sick leave payments. The Employer may order an employee claiming or suspected of an illness or injury rendering the employee unable to perform the normal duties of the employee's position to submit to an examination by a designated physician at the Employer's expense. If it is determined that the employee is unable to perform the essential functions of the applicable position, the Employer may disability separate the employee. Such separation shall be in accordance with the Ohio Administrative Code (O.A.C.) 123:1-30.

Section 26.6. While absent from work due to an illness or injury, employees are expected to remain at home caring for themselves or their family members or at a place which administers medical attention (hospitals, doctor's office, clinic, etc.) and be able to document any absences from home. The Director of Public Safety and Service may waive the requirements contained in the preceding sentence upon submission of a proper document from the employee's physician and/or in situations where the employee has been determined by the Employer to be unable to return to work but capable of performing other activities not inconsistent with the employee's illness or injury. Any absence from duty as a result of a claimed illness or injury may be investigated by an authorized City representative.

Section 26.7. No sick leave benefits shall be paid for convalescence outside of Auglaize County without prior approval of the Employer unless the employee is a patient in a hospital or other institution or there are other circumstances which the Director of Public Safety and Service deems appropriate for payment.

Section 26.8. If an employee suffers an on-the-job injury or illness compensable by the Bureau of Workers' Compensation while performing assigned duties in a non-negligent manner, such employee shall be entitled to injury leave for a period not to exceed ninety (90) calendar days as provided herein, provided the employee complies with the following process.

- A. In order to qualify for injury leave as provided above, the employee must cooperate fully in processing the Workers' Compensation claim for medical coverage only. Any employee who files a claim with Workers' Compensation for lost time wages shall not be eligible for injury leave as provided for in this article;

- B. The employee must be deemed qualified for Workers' Compensation medical payments by the Bureau of Workers' Compensation;
- C. The employee must complete and submit a "Report of Injury" Form to the Safety-Service Director within forty-eight (48) hours of the incident if physically able or within forty-eight (48) hours after becoming physically able;
- D. The employee shall return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the employee's recuperation and return to work. Physical examinations required pursuant to this article shall be at the Employer's expense.

Section 26.9. Upon completion of an employee's probationary period, the employee shall be eligible to receive credit for up to eighty (80) hours of sick leave accumulated during previous periods of public employment. In order to qualify for such sick leave credits, employment must take place within five (5) years of the date on which the employee was last separated from public service. Verification of sick leave from the previous employer and application for sick leave credit must be submitted during the employee's first six (6) months of employment with the City.

Section 26.10. In accordance with this Article, payment of accrued but unused sick leave will be made to each employee having ten (10) or more years of continuous service with the Employer upon disability or service retirement under the Ohio Public Employees Retirement System (OPERS) from active service with the Employer at the time of separation. Upon retirement an employee shall be paid for a percentage of the employee's accumulated but unused sick leave. Payment shall be made at the employee's base hourly rate of pay at the time of retirement at the rate of one (1) hour of pay for every two (2) hours of accumulated but unused sick leave, up to a maximum payment for 1,040 hours. This section is intended to supersede Ohio Revised Code Section 124.39.

Section 26.11. Full-time employees shall earn "bonus" personal leave days with pay for each calendar year worked in which sick leave usage is limited in accordance with the following formula:

<u>Sick Leave Hours Used</u>	<u>Personal Leave Days Earned</u>
0 - 7	four (4)
8 - 15	three (3)
16 - 23	two (2)
24 - 31	one (1)
32 or more	zero (0)

Bonus personal leave days shall be credited each January 1 following the signing of this Agreement based on each employee's sick leave usage during the previous calendar year. Bonus

personal leave days earned must be taken in minimum blocks of not less than four (4) hours and must be scheduled off with the approval of the supervisor prior to the end of each calendar year. Sick leave used in accordance with Article 30, Funeral Leave, shall not be considered when determining the number of personal leave days earned under this Article.

Section 26.12. Sick leave benefits shall not be paid without the completion of proper forms provided by the Employer and the approval of the Director of Public Safety and Service.

Section 26.13. In the event of the death of a bargaining unit employee, payment of earned but unused sick leave shall be made to the employee's beneficiary in accordance with Section 2113.04 of the Ohio Revised Code at the following rates:

City employees hired prior to January 1, 1988:

<u>Rate</u>	<u>Maximum Payment</u>
50% of the value of the employee's earned but unused sick leave credit	Unlimited

City employees hired January 1, 1988 or later:

<u>Rate</u>	<u>Maximum Payment</u>
25% of the value of the employee's earned but unused sick leave credit figured on a maximum of 120 days	25% of 120 days (maximum payment for 240 hours)

In order to qualify for payments as outlined in this Section, the employee must have had ten (10) or more years of service with the City prior to the date of death.

Payment for unused sick leave as outlined in this Section shall be based on the employee's rate of pay on the date of death and shall eliminate all sick leave credit accrued by the employee.

ARTICLE 27
UNPAID LEAVE OF ABSENCE

Section 27.1. A leave of absence without pay for a period not to exceed thirty (30) calendar days may be granted for reasons subject to the prior approval of the Director of Public Safety and Service provided the employee can be spared from the position for the period of such leave without the necessity of a replacement. An employee shall not engage in gainful employment either in the services of another employer or through self-employment while on a leave of absence from the City.

Section 27.2. An employee shall be entitled to credit for continuous service while on an unpaid leave of absence but shall not be entitled to accrue or receive any benefits from the City during the period of such leave.

Section 27.3. An employee may be permitted to return from a leave of absence prior to its expiration only with the approval of the Director of Public Safety and Service.

Section 27.4. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may permanently remove the employee from the position.

Section 27.5. The Employer shall place an employee returning from a leave of absence in the same or similar classification from which the employee took leave. If such classification no longer exists, the Employer shall treat the employee as if the employee were laid off from the classification, and allow the employee appropriate displacement rights as set forth in this Agreement.

Section 27.6. It is intended that this article comply with the Family and Medical Leave Act of 1993, and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this article. Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

ARTICLE 28 **JURY LEAVE**

Section 28.1. The Employer shall grant required leave with pay when an employee is summoned for jury duty by any court.

Section 28.2. An employee must provide advance notice to the Employer for jury leave upon receiving notice from the court or shall otherwise be considered absent without leave.

Section 28.3. All compensation received from the court for such duty must be paid to the Employer unless such duty is performed totally outside the employee's normal working hours or the employee elects to use other available leave (i.e., vacation, compensatory time, personal days) in lieu of jury leave.

Section 28.4. If an employee is released from jury duty on any workday when three (3) or more hours remain in the employee's normal work schedule, the employee shall be required to report for work unless the employee has elected to use other available leave as specified in Section 28.3 above.

ARTICLE 29 **MILITARY LEAVE**

Section 29.1. Military leave and pay shall be in accordance with the Ohio Revised Code.

ARTICLE 30
FUNERAL LEAVE

Section 30.1. An employee shall be entitled to the use of up to three (3) working days of sick leave, if requested, to make funeral or other arrangements or to attend funeral services in the event of a death in the employee's or the spouse's immediate family. For the purpose of this Article, immediate family shall be defined as: spouse, child, step-child, mother, step-mother, father, step-father, sister, brother, grandparents, and grandchildren.

Section 30.2. If requested in advance, employees may use one (1) day of sick leave to attend the funeral of employee's or spouse's aunt, uncle, niece or nephew. Up to one (1) day of sick leave, as necessary, may be approved in advance to attend the funeral of other persons designated at the discretion of the Director of Public Safety and Service.

Section 30.3. In the event of the death of any person referred to in this Article, no employee shall receive sick leave pay for any day or part of a day on which the employee was not regularly scheduled to work.

ARTICLE 31
HOLIDAYS

Section 31.1. All full-time bargaining unit employees shall be entitled to receive their usual base hourly rate for the number of hours they are normally scheduled to work on each of the recognized holidays listed below regardless of whether the employee works on such holiday or not:

New Year's Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day
Labor Day	Employee Birthday (effective 1/1/03)

The Employer shall, with the exception of the employee birthday, designate in December of each year the dates on which each of the above holidays will be observed. The employee birthday shall be recognized on the day it is scheduled or re-scheduled pursuant to this Article. The Employer may direct employees to take their birthday holiday off on a day other than the actual calendar day of the birthday in the following situations:

1. More than one (1) employee has a birthday on the same day.
 - a. In such case the less senior employee(s) will be rescheduled.
2. The birthday falls on an operationally inconvenient date.
3. The employee fails to timely notify the Employer in writing of the birthday pursuant to this Article.

An employee must notify the Employer in writing no earlier than thirty (30) calendar days prior to the birthday and no later than fourteen (14) calendar days prior to the birthday of the actual date of the employee's birthday. Failure of the employee to timely notify the Employer of the birthday shall result in the rescheduling of the birthday by the Employer, at the Employer's discretion.

Section 31.2. To qualify for payment for any of the holidays listed in Section 31.1 above, the employee must work on the last preceding scheduled work day and next following scheduled work day prior to and following the holiday. A scheduled work day shall be defined as any day which the employee was regularly scheduled to work and has not obtained prior approval for vacation, a personal leave day, or compensatory time off.

Notwithstanding the other provisions of this Section or Section 26.2, the Director of Public Safety and Service may authorize an employee who is on sick leave due to a major illness or injury to use sick leave on the date the holiday is observed.

Section 31.3. In the event an employee is required to work on any of the recognized holidays specified herein, the employee shall be paid at the appropriate rate as specified in Article 18 herein for all hours actually worked on the holiday in addition to being paid holiday pay as provided in Section 31.1 above.

Section 31.4. Holiday pay as provided in Sections 31.1 shall not be counted for purposes of calculating an employee's overtime rate of pay nor be included in determining an employee's entitlement to overtime compensation when the holiday is observed on the employee's regularly scheduled day off.

Section 31.5. In addition to the holidays provided in Section 31.1 above, each full-time bargaining unit employee who has completed at least one (1) year of service shall be entitled to sixteen (16) hours of paid personal leave each calendar year. Paid personal leave must be taken in minimum blocks of not less than four (4) hours.

Paid personal leave shall not be accumulative from one calendar year to the next and therefore shall be removed from the employee's authorized leave balance if not used by December 31 of each calendar year.

In so far as practical, every effort will be made to allow employees to use their paid personal leave at a time most preferred by the employee. However, scheduling of paid personal leave shall be subject to the advance approval of the Department Head and shall be geared to the Employer's needs for the employee's services.

Section 31.6. In the case of any separation of employment expected to exceed six (6) months, other than resignation with less than two (2) weeks' notice, the employee shall be paid on a pro-rata basis for any unused personal leave time credited at the beginning of the calendar year. Any employee resigning from City employment without providing a minimum of two (2) weeks' advance notice, shall forfeit all accumulated paid personal leave.

ARTICLE 32
VACATIONS

Section 32.1. Each full-time bargaining unit employee who has completed at least one (1) full year of service with the City shall be entitled each January 1, thereafter to the corresponding number of weeks of vacation based on the employee's total years of service as follows:

<u>Length of Service With the City</u>	<u>Work Days</u>
One (1) full year but less than eight (8) years	10 days
Eight (8) full years but less than fifteen (15) years	15 days
Fifteen (15) full years but less than twenty-five (25) years	20 days
Twenty-five (25) full years or more	25 days

Vacation shall be credited to the employee each January 1 based on the number of years of service completed as of that date.

A new employee whose date of hire is other than January 1 shall be credited with vacation on the employee's anniversary date in the following year on a pro-rata basis proportionate to the number of months worked in the preceding calendar year. Thereafter the employee shall be credited with additional vacation each January 1 in accordance with the provisions in the preceding paragraphs. Any employee terminating employment prior to completing the first full year of employment shall not be entitled to any vacation payment.

Section 32.2. Employees shall be compensated for each day of vacation used at their regular straight-time base rate of pay. Vacation may only be used for absence from previously scheduled work time.

Section 32.3. Vacations shall normally be scheduled between January 1 or other date when the vacation is first credited and December 31 of the same calendar year. The Director of Public Safety and Service may, in special and meritorious cases, permit employees to carry over vacation to the following calendar year. Carry over of vacation must be approved in advance of December 31 and cannot exceed ten (10) days of vacation.

Section 32.4. Vacations shall normally be scheduled in blocks of not less than five (5) consecutive days. With the advance approval of the Department Head, vacation may be scheduled to be taken one day at a time provided it does not disrupt the operations of the department or interfere with other vacation requests.

Section 32.5. In so far as practical, every effort will be made to schedule vacations at the time most preferable to the employee. However, all vacation scheduling shall be subject to the approval of the Department Head and geared to the Employer's needs for the employees' services.

Section 32.6. Employees shall have until March 1 of each calendar year to schedule their vacations. If two or more employees within the same department request the same vacation dates prior to March 1, preference shall be granted based on department seniority. After March 1, vacation requests shall be granted based on the first request submitted. Request for vacation shall be submitted not less than seven (7) calendar days in advance of the requested date for vacation leave to begin unless otherwise authorized by the Department Head.

Section 32.7. An employee, suffering an illness or injury, may elect to take accumulated but unused paid vacation leave.

Section 32.8. In the event an employee, while on paid vacation leave, contracts an illness or suffers an injury which results in the employee being hospitalized the employee shall be allowed, upon showing proper evidence, to charge such absence to accrued, but unused sick leave. Likewise, if while on paid vacation leave, an employee suffers a death in the employee's immediate family (as defined in Article 30, Funeral Leave), the employee shall be allowed, upon showing proper evidence, to charge such days to Funeral Leave.

Section 32.9. If a holiday observed by the Employer falls within an employee's paid vacation period, the employee shall receive payment for the holiday and the day shall not be charged against the employee's vacation balance.

Section 32.10. Pre-payment for vacations of one (1) full week or more may be made on the pay day prior to the employee leaving on vacation upon the written request of the employee and approval of the Director of Public Safety and Service at least one (1) week in advance of such payment.

Section 32.11. In the case of any separation of employment expected to exceed six (6) months, other than resignation with less than two (2) weeks' notice, the employee shall be paid for any accrued vacation time earned during the previous vacation year, plus the pro-rata portion of any vacation time earned during the current vacation year computed to the nearest month. Any employee resigning from City employment without providing a minimum of two (2) weeks' advance notice, shall forfeit all accumulated vacation.

Section 32.12. Unless otherwise authorized by the Department Head, vacation leave shall not be permitted unless the employee has completed all required vacation request forms and had the vacation leave approved in advance of the date(s) requested.

ARTICLE 33 **GROUP LIFE INSURANCE**

Section 33.1. The Employer shall provide and pay for a fifteen thousand dollar (\$15,000.00) group term life insurance, including a fifteen thousand dollar (\$15,000.00) accidental death policy, covering all full-time permanent employees included in the bargaining unit. In addition the policy shall provide for five thousand dollars (\$5,000.00) spousal life insurance and two thousand dollars (\$2,000.00) dependent child life insurance. The employee shall pay the cost for spousal and/or dependent child life insurance coverage.

ARTICLE 34
GROUP HOSPITALIZATION, MEDICAL COVERAGE

Section 34.1. Group hospitalization insurance, including medical coverage and prescription drug will be provided for the employee and the employee's dependents as defined by the plan. Effective August 1, 2011, the City will pay 75% of the monthly premium for individual or family coverage for each full-time bargaining unit employee. The employee will pay 25% of the monthly premium for individual or family coverage.

Section 34.2. The City shall maintain the exclusive right to select the insurance carrier or other means of providing insurance coverage. The City may contract for alternative insurance plans provided the employee's total out-of-pocket claims expense (deductibles and co-payments) under such plan, for medical claims, does not exceed \$1,000.00 per year for single coverage or \$2,000.00 per year for family coverage.

Unilateral plan changes made by the insurance carrier will be incorporated in the plan. There will be no major economic benefit changes in the type of coverage provided under the policy during the term of this Agreement without negotiations with the Union.

Section 34.3. Employees shall become eligible for insurance coverage on the first of the month following completion of their first sixty (60) days of employment.

Section 34.4. The City may offer alternative insurance plans to employees for which the premium caps outlined in Section 34.1 shall apply. Notwithstanding the above, the City may offer a Health Savings Account (HSA) for voluntary participation. Such HSA plan shall not be subject to any requirements contained within this article.

ARTICLE 35
WAGES

Section 35.1. Bargaining unit employees shall be paid the appropriate hourly rate as specified for their assigned classification in the pay scale contained in Appendices A-1, A-2, and A-3 of this Agreement. Employees working for the City on the effective date of this Agreement shall be assigned to the pay rate agreed upon by the parties.

Section 35.2. Each newly hired employee shall be assigned to Step 1 of the appropriate pay range for the classification or such higher pay step as determined appropriate by the Director of Public Safety and Service based on the employee's qualifications and experience; provided such new employee shall not be assigned to a pay step which exceeds that of any other employee in the same classification. Upon the successful completion of the required probationary period, a newly hired employee shall be advanced to the next higher pay step in the employee's assigned pay range.

Section 35.3. Progression through the remaining steps of each respective pay range shall occur based on the employee's performance as determined by the Department Head and the Director of

Public Safety and Service, following completion of the required months of service for each respective step. Performance reviews shall occur as follows:

- Step 2** – Prior to end of probationary period
- Step 3** – Prior to completion of 12 months of service
- Step 4** – Prior to completion of 18 months of service
- Step 5** – Prior to completion of 24 months of service
- Step 6** – Prior to completion of 30 months of service
- Step 7** – Prior to completion of 36 months of service
- Step 8** – Prior to completion of 48 months of service.

Any employee denied a pay step increase shall be presented with a written explanation of the reason for the denial.

The Director of Public Safety and Service may authorize more than a one step increase, a lump sum payment, or an amount up to equal that of a step increase for exceptional and/or special and meritorious performance by the employee. Such performance and pay determinations shall be at the sole discretion of the Employer.

Section 35.4. Any employee promoted on a permanent basis to a classification with a higher pay range shall be assigned to the lowest pay step in the newly assigned pay range which provides an increase in pay. Following successful completion of the promotional probationary period the newly promoted employee shall be advanced to the next higher pay step of the newly assigned pay range. Thereafter, the employee's performance shall be reviewed prior to completion of each additional required period of service as specified in Section 35.3.

ARTICLE 36

TEMPORARILY WORKING OUT OF CLASSIFICATION

Section 36.1. In the event an employee is temporarily assigned to perform the duties of another bargaining unit position that is classified in a higher pay range than the position to which the employee is regularly assigned, the employee shall be paid an additional seventy-five cents (\$0.75) per hour for all hours worked in such higher classification, provided the employee is assigned to the higher paying position on a continuous assignment for more than eight (8) working hours. Following a temporary assignment the employee shall be returned to the employee's previous rate of pay. The parties agree that this Article shall not apply to any employee who is being trained by the Employer.

Section 36.2. Employees who are temporarily assigned to work in classifications with a pay range lower than their regular pay range shall not have their pay reduced while working in such lower paying classifications.

ARTICLE 37
PAYDAY

Section 37.1. The biweekly pay period shall begin at 12:01 a.m. on Monday and shall end at 12:00 midnight on the second following Sunday.

Section 37.2. Wages shall be payable on Friday of the week next succeeding the end of the biweekly pay period.

ARTICLE 38
LONGEVITY COMPENSATION

Section 38.1. Each eligible full-time employee covered by this Agreement who has completed five (5) or more years of continuous employment with the City shall receive in addition to the employee's regular salary or hourly wage, longevity compensation at the following rates:

- | | | | |
|----|--|---|----------|
| 1. | Five (5) years of service completed | = | \$150.00 |
| 2. | Six (6) years of service completed | = | \$180.00 |
| 3. | Seven (7) years of service completed | = | \$210.00 |
| 4. | etc., adding thirty dollars (\$30.00) additional longevity compensation for each additional year of service completed. | | |

Section 38.2. Each eligible employee shall be paid longevity compensation on the first pay of December of each year based on the years of service completed as of the date of payment.

Section 38.3. "Continuous employment" as used in this Article shall mean the uninterrupted full-time employment by the City of Wapakoneta since the employee's most recent date of hire. An authorized leave of absence shall not be considered an interruption in continuous service.

Section 38.4. In the event an employee terminates employment with the City, longevity compensation as provided herein shall be pro-rated based on the actual number of years of continuous full-time employment the employee has completed at the time of separation and the number of months worked since the last longevity payment. In the event of the death of an employee, longevity shall be computed in the same manner and paid to the employee's designated beneficiary.

Section 38.5. This Article shall not be applicable to any employee hired after July 31, 1996.

ARTICLE 39
CERTIFICATION INCENTIVE

Section 39.1. Employees, who obtain State of Ohio certification for the operation of a water distribution system, water treatment plant, wastewater treatment plant, water laboratory, wastewater collection, or wastewater laboratory facility, shall be eligible for placement in the respective job classification and pay range recognizing such certification. The employee must hold a current position in which the employee utilizes the knowledge obtained by the certification in order to qualify for placement in the higher pay range.

ARTICLE 40
EDUCATIONAL REIMBURSEMENT

Section 40.1. The Employer may approve the reimbursement of an employee's expenses incurred in obtaining additional education or training required by the City, provided such education or training is in a field of study related to the employee's job or services performed by the City.

Section 40.2. Reimbursement shall not be granted unless the employee obtains approval from the Employer before incurring such expenses.

Section 40.3. An employee shall not be entitled to reimbursement for educational or training expenses unless the employee successfully completes the course of study and presents evidence of a passing grade or certification.

Section 40.4. Any employee who receives a reimbursement for educational and training expenses shall be required to repay the City if the employee terminates employment with the City within a two (2) year period following the issuance of the reimbursement. The Employer shall be authorized to deduct the amount of the reimbursed expenses from the employee's final paycheck.

ARTICLE 41
MEALS

Section 41.1. Each employee's normal daily work schedule shall include not less than thirty (30) minutes nor more than one (1) hour as an unpaid work break to permit the employee an opportunity to eat a meal.

Section 41.2. The meal period shall normally be scheduled by the Department Head at or near the middle of the work shift but may be adjusted due to operational demands. Employees shall eat their meals at the work site or, with the approval of their supervisor, may leave the work site provided they return to work within the allotted time. City vehicles shall not be utilized during the meal period except as specifically authorized by the employee's supervisor in advance.

Section 41.3. During extensive emergency periods the Employer shall at the discretion of the Director of Public Safety and Service provide meals for crews that are performing restoration.

ARTICLE 42
TRAVEL REIMBURSEMENT

Section 42.1. Employees covered by this Agreement who are required by the Employer to use their personal vehicles for the conduct of the Employer's operations and services, shall be reimbursed at the rate established by City Council for other City employees who are similarly eligible for such reimbursement.

Section 42.2. Employees shall record all reimbursable mileage traveled and shall complete and submit to the Employer all forms and documents required by the Employer for reimbursement of mileage expense. All mileage expense must be approved by the Department Head and the Director of Public Safety and Service prior to reimbursement.

Section 42.3. Employees using their personal vehicles in accordance with this Article shall provide to the Employer proof of possession of liability insurance on such personal vehicles.

ARTICLE 43
TRAVEL EXPENSES

Section 43.1. Employees may be reimbursed for meals, lodging, and transportation costs in accordance with the City's policy when traveling outside the City for authorized City business. Employees must submit the appropriate expense request form as required by the Employer with receipts attached. All requests for reimbursement are subject to the review and approval of the Director of Public Safety and Service before any reimbursement will be paid.

ARTICLE 44
PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 44.1. The Employer shall continue to participate in the Public Employees Retirement System of Ohio as required by the applicable provisions of the Ohio Revised Code.

ARTICLE 45
PERFORMANCE OF WORK BY SUPERVISORS

Section 45.1. Supervisors shall only perform bargaining unit work to the extent that they have previously performed such work. During the life of this Agreement the amount of bargaining unit work performed by supervisors shall not increase.

Section 45.2. This Section is not intended to prevent a supervisor from protecting life or property, giving emergency assistance or performing work for the purpose of instruction or checking or inspecting work already done by an employee.

ARTICLE 46
SUBCONTRACTING

Section 46.1. The Employer will not subcontract work normally performed by bargaining unit employees except for the following reasons:

- A. Adequate existing equipment and/or other facilities are not available to complete the work in a reasonable time frame;
- B. The Employer is required by law to seek competitive bids;
- C. Bargaining unit employees do not have sufficient skills and ability to perform the required work;
- D. There is an insufficient number of bargaining unit employees to do or complete the required work in a reasonable time frame;
- E. A state of emergency exists;
- F. It is appreciably less expensive to contract out the work, and the work can thus be done more economically by an outside source;
- G. State or federal regulations make it impractical for the City to continue to provide the service and/or make it more economical to have the service provided by an outside source.

Section 46.2. In the event the Employer decides to contract out work or services, as set forth in Section 46.1, the direct result of which is the layoff or reduction in pay of existing bargaining unit employees, the Employer shall meet with the Union to discuss the effects of such layoffs or reductions and/or to explore possible alternatives.

ARTICLE 47
WAIVER IN EMERGENCY

Section 47.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Mayor of Wapakoneta, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Agreements relating to the assignment of employees.

Section 47.2. Upon the termination of the emergency, grievances filed prior to the emergency 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 the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 48
COPIES OF AGREEMENT

Section 48.1. This Agreement shall be typed, copied, and bound by the Employer and each employee shall be provided a copy of the Agreement.

ARTICLE 49
COMMERCIAL DRIVER'S LICENSE

Section 49.1. All employees occupying a position for which a Commercial Driver's License (CDL) is required shall obtain and shall maintain such license in order to qualify for continued employment.

Section 49.2. In order to assist employees in obtaining their CDL, the Employer agrees to the following:

- A. The employee may be permitted to take the written CDL test one time during scheduled working hours without the loss of pay provided the time is scheduled with the supervisor at least forty-eight (48) hours in advance.
- B. The CDL skills test may be taken in a City vehicle.
- C. The employee may be permitted to take the medical examination required for the CDL one time during scheduled working hours without loss of pay provided time is scheduled with the supervisor at least forty-eight (48) hours in advance.
- D. The Employer shall pay the cost for the medical examination and testing necessary to obtain the initial CDL. All cost related to corrective treatment or corrective equipment (i.e., eyeglasses, hearing aids, etc.) shall be paid by the employee.
- E. The Employer shall pay the difference between the cost of the CDL and a regular driver's license for both the initial and the renewal license for any bargaining unit employee required by the Employer to have such license.

Section 49.3. All employees applying for a posted position requiring a CDL must obtain such license prior to being moved or promoted to the position. New Employees hired in positions requiring a CDL must obtain such license prior to the completion of the employee's probation period.

ARTICLE 50
SEVERABILITY

Section 50.1. This Agreement supersedes and replaces all statutes, rules and regulations which it has authority to supersede and replace. Where this Agreement makes no specification about a matter or reserves the matter to Management Rights, the provisions of applicable law shall prevail.

Section 50.2. In the event that any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall meet at a mutually agreeable time in an attempt to discuss a lawful provision on the same subject matter, if practicable.

ARTICLE 51
DURATION OF AGREEMENT

Section 51.1. This Agreement shall be effective August 1, 2014, unless otherwise specifically stated herein, and shall remain in full force and effect through twelve o'clock (12:00) midnight on July 31, 2017.

Section 51.2. If either party desires to modify, amend, or terminate this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by mail with return receipt requested.

Section 51.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and the entire understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements and practices, either verbal or written, are hereby cancelled.

APPENDIX A-1
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING AUGUST 1, 2014

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
1	\$9.66	\$9.84	\$10.07	\$10.29	\$10.53	\$10.74	\$11.02	\$11.29
2	\$9.90	\$10.16	\$10.33	\$10.61	\$10.84	\$11.07	\$11.33	\$11.62
3	\$10.22	\$10.48	\$10.67	\$10.92	\$11.17	\$11.43	\$11.72	\$11.99
4	\$10.53	\$10.74	\$11.02	\$11.28	\$11.50	\$11.78	\$12.07	\$12.34
5	\$10.65	\$10.90	\$11.16	\$11.39	\$11.71	\$11.97	\$12.21	\$12.54
6	\$10.84	\$11.07	\$11.33	\$11.62	\$11.86	\$12.15	\$12.45	\$12.73
7	\$11.16	\$11.40	\$11.71	\$11.97	\$12.19	\$12.55	\$12.82	\$13.15
8	\$11.49	\$11.77	\$12.05	\$12.30	\$12.61	\$12.92	\$13.24	\$13.55
9	\$11.86	\$12.15	\$12.45	\$12.73	\$13.01	\$13.33	\$13.66	\$14.00
10	\$12.23	\$12.55	\$12.82	\$13.15	\$13.42	\$13.76	\$14.11	\$14.45
11	\$12.57	\$12.85	\$13.19	\$13.49	\$13.82	\$14.28	\$14.49	\$14.86
12	\$13.06	\$13.38	\$13.69	\$14.06	\$14.42	\$14.74	\$15.12	\$15.47
13	\$13.41	\$13.76	\$14.10	\$14.45	\$14.78	\$15.17	\$15.54	\$15.92
14	\$13.89	\$14.20	\$14.57	\$14.91	\$15.29	\$15.69	\$16.05	\$16.45
15	\$13.94	\$14.27	\$14.66	\$14.99	\$15.38	\$15.74	\$16.16	\$16.52
16	\$14.32	\$14.69	\$15.02	\$15.41	\$15.77	\$16.19	\$16.59	\$17.00
17	\$14.77	\$15.15	\$15.52	\$15.78	\$16.32	\$16.72	\$17.15	\$17.57
18	\$15.28	\$15.66	\$16.04	\$16.44	\$16.86	\$17.29	\$17.74	\$18.19
19	\$15.46	\$15.76	\$16.25	\$16.68	\$17.09	\$17.52	\$17.86	\$18.41
20	\$15.54	\$15.92	\$16.33	\$16.73	\$17.16	\$17.58	\$18.05	\$18.51
21	\$15.77	\$16.19	\$16.59	\$17.00	\$17.44	\$17.88	\$18.34	\$18.81
22	\$16.29	\$16.71	\$17.14	\$17.55	\$17.99	\$18.49	\$18.97	\$19.44
23	\$16.58	\$16.95	\$17.40	\$17.83	\$18.41	\$18.78	\$19.26	\$19.76
24	\$16.86	\$17.30	\$17.74	\$18.20	\$18.67	\$19.16	\$19.61	\$20.12
25	\$17.35	\$17.79	\$18.26	\$18.72	\$19.20	\$19.58	\$20.18	\$20.70
26	\$17.40	\$17.85	\$18.40	\$18.78	\$19.26	\$19.76	\$20.25	\$20.74
27	\$17.58	\$18.05	\$18.41	\$19.00	\$19.38	\$19.96	\$20.53	\$20.97
28	\$17.99	\$18.48	\$18.96	\$19.44	\$19.92	\$20.43	\$20.95	\$21.48
29	\$18.35	\$18.82	\$19.34	\$19.83	\$20.31	\$20.82	\$21.35	\$21.91
30	\$18.64	\$19.10	\$19.59	\$20.08	\$20.58	\$21.12	\$21.68	\$22.22
31	\$18.82	\$19.34	\$19.83	\$20.31	\$20.83	\$21.35	\$21.91	\$22.43
32	\$19.34	\$19.83	\$20.31	\$20.83	\$21.35	\$21.91	\$22.49	\$23.01
33	\$19.92	\$20.43	\$20.94	\$21.46	\$22.00	\$22.58	\$23.16	\$23.77
34	\$20.24	\$20.73	\$21.27	\$21.81	\$22.36	\$22.91	\$23.50	\$24.12

APPENDIX A-1 – CONTINUED
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING AUGUST 1, 2014

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
35	\$20.57	\$21.09	\$21.63	\$22.20	\$22.77	\$23.35	\$23.92	\$24.55
36	\$20.83	\$21.35	\$21.91	\$22.43	\$23.03	\$23.60	\$24.24	\$24.88
37	\$21.11	\$21.63	\$22.19	\$22.75	\$23.33	\$23.89	\$24.52	\$25.14
38	\$21.39	\$21.94	\$22.46	\$23.03	\$23.60	\$24.19	\$24.81	\$25.44
39	\$22.03	\$22.59	\$23.13	\$23.73	\$24.32	\$24.92	\$25.54	\$26.19

Effective the first full pay period following August 1, 2014 the wage scale shall be increased by two percent (2.0%).

APPENDIX A-2
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING AUGUST 1, 2015

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
1	\$9.85	\$10.04	\$10.27	\$10.50	\$10.74	\$10.95	\$11.24	\$11.52
2	\$10.10	\$10.36	\$10.54	\$10.82	\$11.06	\$11.29	\$11.56	\$11.85
3	\$10.42	\$10.69	\$10.88	\$11.14	\$11.39	\$11.66	\$11.95	\$12.23
4	\$10.74	\$10.95	\$11.24	\$11.51	\$11.73	\$12.02	\$12.31	\$12.59
5	\$10.86	\$11.12	\$11.38	\$11.62	\$11.94	\$12.21	\$12.45	\$12.79
6	\$11.06	\$11.29	\$11.56	\$11.85	\$12.10	\$12.39	\$12.70	\$12.98
7	\$11.38	\$11.63	\$11.94	\$12.21	\$12.43	\$12.80	\$13.08	\$13.41
8	\$11.72	\$12.00	\$12.29	\$12.55	\$12.86	\$13.18	\$13.50	\$13.82
9	\$12.10	\$12.39	\$12.70	\$12.98	\$13.27	\$13.60	\$13.93	\$14.28
10	\$12.47	\$12.80	\$13.08	\$13.41	\$13.69	\$14.04	\$14.39	\$14.74
11	\$12.82	\$13.11	\$13.45	\$13.76	\$14.10	\$14.57	\$14.78	\$15.16
12	\$13.32	\$13.65	\$13.96	\$14.34	\$14.71	\$15.03	\$15.42	\$15.78
13	\$13.68	\$14.04	\$14.38	\$14.74	\$15.08	\$15.48	\$15.85	\$16.24
14	\$14.17	\$14.48	\$14.86	\$15.21	\$15.60	\$16.00	\$16.37	\$16.78
15	\$14.22	\$14.56	\$14.95	\$15.29	\$15.69	\$16.05	\$16.48	\$16.85
16	\$14.61	\$14.98	\$15.32	\$15.72	\$16.09	\$16.51	\$16.92	\$17.34
17	\$15.07	\$15.45	\$15.83	\$16.10	\$16.65	\$17.05	\$17.49	\$17.92
18	\$15.59	\$15.97	\$16.36	\$16.77	\$17.20	\$17.64	\$18.09	\$18.55
19	\$15.77	\$16.08	\$16.58	\$17.01	\$17.43	\$17.87	\$18.22	\$18.78
20	\$15.85	\$16.24	\$16.66	\$17.06	\$17.50	\$17.93	\$18.41	\$18.88
21	\$16.09	\$16.51	\$16.92	\$17.34	\$17.79	\$18.24	\$18.71	\$19.19
22	\$16.62	\$17.04	\$17.48	\$17.90	\$18.35	\$18.86	\$19.35	\$19.83
23	\$16.91	\$17.29	\$17.75	\$18.19	\$18.78	\$19.16	\$19.65	\$20.16
24	\$17.20	\$17.65	\$18.09	\$18.56	\$19.04	\$19.54	\$20.00	\$20.52
25	\$17.70	\$18.15	\$18.63	\$19.09	\$19.58	\$19.97	\$20.58	\$21.11
26	\$17.75	\$18.21	\$18.77	\$19.16	\$19.65	\$20.16	\$20.66	\$21.15
27	\$17.93	\$18.41	\$18.78	\$19.38	\$19.77	\$20.36	\$20.94	\$21.39
28	\$18.35	\$18.85	\$19.34	\$19.83	\$20.32	\$20.84	\$21.37	\$21.91
29	\$18.72	\$19.20	\$19.73	\$20.23	\$20.72	\$21.24	\$21.78	\$22.35
30	\$19.01	\$19.48	\$19.98	\$20.48	\$20.99	\$21.54	\$22.11	\$22.66
31	\$19.20	\$19.73	\$20.23	\$20.72	\$21.25	\$21.78	\$22.35	\$22.88
32	\$19.73	\$20.23	\$20.72	\$21.25	\$21.78	\$22.35	\$22.94	\$23.47
33	\$20.32	\$20.84	\$21.36	\$21.89	\$22.44	\$23.03	\$23.62	\$24.25
34	\$20.64	\$21.14	\$21.70	\$22.25	\$22.81	\$23.37	\$23.97	\$24.60

APPENDIX A-2 – CONTINUED
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING AUGUST 1, 2015

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
35	\$20.98	\$21.51	\$22.06	\$22.64	\$23.23	\$23.82	\$24.40	\$25.04
36	\$21.25	\$21.78	\$22.35	\$22.88	\$23.49	\$24.07	\$24.72	\$25.38
37	\$21.53	\$22.06	\$22.63	\$23.21	\$23.80	\$24.37	\$25.01	\$25.64
38	\$21.82	\$22.38	\$22.91	\$23.49	\$24.07	\$24.67	\$25.31	\$25.95
39	\$22.47	\$23.04	\$23.59	\$24.20	\$24.81	\$25.42	\$26.05	\$26.71

Effective the first full pay period following August 1, 2015 the wage scale shall be increased by two percent (2.0%).

APPENDIX A-3
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING AUGUST 1, 2016

<u>RANGE</u>	<u>STEP</u> <u>1</u>	<u>STEP</u> <u>2</u>	<u>STEP</u> <u>3</u>	<u>STEP</u> <u>4</u>	<u>STEP</u> <u>5</u>	<u>STEP</u> <u>6</u>	<u>STEP</u> <u>7</u>	<u>STEP</u> <u>8</u>
1	\$10.05	\$10.24	\$10.48	\$10.71	\$10.95	\$11.17	\$11.46	\$11.75
2	\$10.30	\$10.57	\$10.75	\$11.04	\$11.28	\$11.52	\$11.79	\$12.09
3	\$10.62	\$10.90	\$11.10	\$11.36	\$11.62	\$11.89	\$12.19	\$12.47
4	\$10.95	\$11.17	\$11.46	\$11.74	\$11.96	\$12.26	\$12.56	\$12.84
5	\$11.08	\$11.34	\$11.61	\$11.85	\$12.18	\$12.45	\$12.70	\$13.05
6	\$11.28	\$11.52	\$11.79	\$12.09	\$12.34	\$12.64	\$12.95	\$13.24
7	\$11.61	\$11.86	\$12.18	\$12.45	\$12.68	\$13.06	\$13.34	\$13.68
8	\$11.95	\$12.24	\$12.54	\$12.80	\$13.12	\$13.44	\$13.77	\$14.10
9	\$12.34	\$12.64	\$12.95	\$13.24	\$13.54	\$13.87	\$14.21	\$14.57
10	\$12.72	\$13.06	\$13.34	\$13.68	\$13.96	\$14.32	\$14.68	\$15.03
11	\$13.08	\$13.37	\$13.72	\$14.04	\$14.38	\$14.86	\$15.08	\$15.46
12	\$13.59	\$13.92	\$14.24	\$14.63	\$15.00	\$15.33	\$15.73	\$16.10
13	\$13.95	\$14.32	\$14.67	\$15.03	\$15.38	\$15.79	\$16.17	\$16.56
14	\$14.45	\$14.77	\$15.16	\$15.51	\$15.91	\$16.32	\$16.70	\$17.12
15	\$14.50	\$14.85	\$15.25	\$15.60	\$16.00	\$16.37	\$16.81	\$17.19
16	\$14.90	\$15.28	\$15.63	\$16.03	\$16.41	\$16.84	\$17.26	\$17.69
17	\$15.37	\$15.76	\$16.15	\$16.42	\$16.98	\$17.39	\$17.84	\$18.28
18	\$15.90	\$16.29	\$16.69	\$17.11	\$17.54	\$17.99	\$18.45	\$18.92
19	\$16.09	\$16.40	\$16.91	\$17.35	\$17.78	\$18.23	\$18.58	\$19.16
20	\$16.17	\$16.56	\$16.99	\$17.40	\$17.85	\$18.29	\$18.78	\$19.26
21	\$16.41	\$16.84	\$17.26	\$17.69	\$18.15	\$18.60	\$19.08	\$19.57
22	\$16.95	\$17.38	\$17.83	\$18.26	\$18.72	\$19.24	\$19.74	\$20.23
23	\$17.25	\$17.64	\$18.11	\$18.55	\$19.16	\$19.54	\$20.04	\$20.56
24	\$17.54	\$18.00	\$18.45	\$18.93	\$19.42	\$19.93	\$20.40	\$20.93
25	\$18.05	\$18.51	\$19.00	\$19.47	\$19.97	\$20.37	\$20.99	\$21.53
26	\$18.11	\$18.57	\$19.15	\$19.54	\$20.04	\$20.56	\$21.07	\$21.57
27	\$18.29	\$18.78	\$19.16	\$19.77	\$20.17	\$20.77	\$21.56	\$21.82
28	\$18.72	\$19.23	\$19.73	\$20.23	\$20.73	\$21.26	\$21.80	\$22.35
29	\$19.09	\$19.58	\$20.12	\$20.63	\$21.13	\$21.66	\$22.22	\$22.80
30	\$19.39	\$19.87	\$20.38	\$20.89	\$21.41	\$21.97	\$22.55	\$23.11
31	\$19.58	\$20.12	\$20.63	\$21.13	\$21.68	\$22.22	\$22.80	\$23.34
32	\$20.12	\$20.63	\$21.13	\$21.68	\$22.22	\$22.80	\$23.40	\$23.94
33	\$20.73	\$21.26	\$21.79	\$22.33	\$22.89	\$23.49	\$24.09	\$24.74
34	\$21.05	\$21.56	\$22.13	\$22.70	\$23.27	\$23.84	\$24.45	\$25.09

APPENDIX A-3 – CONTINUED
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING AUGUST 1, 2016

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
35	\$21.40	\$21.94	\$22.50	\$23.09	\$23.69	\$24.30	\$24.89	\$25.54
36	\$21.68	\$22.22	\$22.80	\$23.38	\$23.96	\$24.55	\$25.21	\$25.89
37	\$21.96	\$22.50	\$23.08	\$23.67	\$24.28	\$24.86	\$25.51	\$26.15
38	\$22.26	\$22.83	\$23.37	\$23.96	\$24.55	\$25.16	\$25.82	\$26.47
39	\$22.92	\$23.50	\$24.06	\$24.68	\$25.31	\$25.93	\$26.57	\$27.24

Effective the first full pay period following August 1, 2016 the wage scale shall be increased by two percent (2.0%).

APPENDIX B

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Auditor's Assistant I	1
Auditor's Assistant II	8
Clerk I	11
Clerk II	20
Engineering Assistant I	5
Engineering Assistant II	12
Engineering Clerk I	8
Engineering Technician I	18
Engineering Technician II	23
Equipment Mechanic	27
Ground Worker	19
Laborer I	12
Laborer II (CDL)	14
Laborer II (Certified, CDL)	17
Line Worker I	28
Line Worker II	35
Line Worker Crew Leader	38
Maintenance Worker I	23
Maintenance Worker I (Certified)	25
Maintenance Worker II	27
Maintenance Worker II (Certified)	29
Maintenance Worker Crew Leader (Certified)	31
Meter Reader I	15
Meter Reader II	25
Operator in Training	26
Recycling Worker I	17
Refuse/Recycling Worker I	19
Refuse/Recycling Worker II	23

APPENDIX B — CONTINUED

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Senior Line Worker Crew Leader	39
Wastewater Mechanic	27
Wastewater Treatment Operator I	29
Wastewater Treatment Operator II	31
Wastewater Treatment Operator III	32
Water Treatment Plant Mechanic	27
Water Treatment Operator I	29
Water Treatment Operator II	31
Water Treatment Operator III	32

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed to and have executed this Agreement at Wapakoneta, Ohio this 7 day of Nov, 2014.

FOR THE CITY OF WAPAKONETA:

FOR THE UTILITY WORKERS UNION
OF AMERICA, AFL-CIO, LOCAL #565:



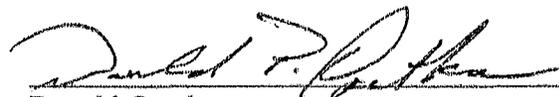
William Rains
Director of Public Safety and Service



Michael Sparks



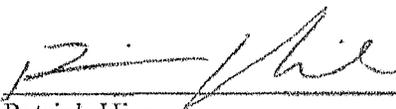
Rodney C. Metz
Mayor



Donald Opatka
National Representative



Dennis P. Faller
City Law Director



Patrick Hire
Management Consultant
Clemans, Nelson & Associates, Inc.