



Agreement between City of Lancaster and AFSCME, Ohio Council 8, Local 3427

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14-MED-09-1306
K33081

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF LANCASTER

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, OHIO COUNCIL 8,
LOCAL 3427**

**EFFECTIVE DATE: JANUARY 1, 2015
THROUGH DECEMBER 31, 2017**

SERB CASE NO. 14-MED-09-1306

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NEGOTIATIONS AGREEMENT

In consideration of the mutual promises exchanged between them, the parties promise to negotiate in accordance with the terms outlined in this negotiation agreement.

A. Negotiations. Negotiations will be between the City of Lancaster and AFSCME, Ohio Council 8, and Local 3427.

B. Location. Meetings will be held at a mutually agreeable site.

C. Dates and Times. Meetings will be scheduled by mutual agreement as necessary.

D. Committees. The bargaining committees will consist only of the following:

For the City: Mayor, and five (5) others selected by the Mayor.

For AFSCME: Five (5) AFSCME members designated at the first bargaining session and the AFSCME staff representative or other AFSCME staff as determined by the Union.

E. Negotiations. Prior to the start of negotiations the Union and Management shall agree to the format of the negotiation process. There shall be one lead spokesperson for each party. Other resource people may be called to address a specific issue.

For the City: Mayor or his designee.

For AFSCME: AFSCME staff representative or designee.

It is understood that no tentative agreement on any article, oral or written, is effective unless specifically agreed to by the chief negotiators for each party. Bargaining shall only be between the two chief negotiators.

F. Data. All requests for data shall be in writing. Both parties will cooperate in providing requested information as soon as possible.

G. Written Proposals – Material.

All written proposals and material shall be submitted in sufficient quantity to provide copies for each of the other party's bargaining team, if possible. Each party shall submit its entire bargaining package by the second bargaining session. Thereafter, no other bargaining topic may be demanded unless agreed to by both parties.

Fact-finding shall be limited to addressing those subjects from the parties' initial proposals not tentatively agreed on during bargaining.

H. Agreements.

Articles and materials agreed to by the parties will be reduced to writing, duplicated, dated and signed by the AFSCME staff representative, the Union President, and the "Mayor" or his designee as tentative agreements.

It is understood that such tentative agreements, although not finally resolved, shall not be amended without express mutual consent of the parties listed in paragraph H (1) above. Any agreement that does not contain all of the above signatures is ineffectual.

If tentative agreements are reached on all articles to be included in the parties' contract, the AFSCME bargaining committee shall present the agreement to its membership for ratification. The AFSCME bargaining committee shall then notify the "Mayor" or his designee about the result of the ratification vote. The City's bargaining committee will then present the agreement to the City Council for its ratification. The "Mayor" or his designee will promptly notify the AFSCME chief negotiator about the Council's action.

I. Recording. No mechanical or other recording devices shall be used during the negotiations sessions. Each party is responsible for taking its own notes.

J. Arrangements. The date and time of the next meeting shall, if possible, be agreed to before the close of each session.

K. Caucus. A caucus may be called at any time during negotiations by the chief negotiator of either committee. The caucuses will be part of the regular negotiations meeting. It should not be longer than one hour.

L. Media and Communications. It is agreed that during the entire negotiation period, including fact-finding, neither party may issue any statement to any news media. Negotiations are confidential. City communications to the bargaining unit about negotiations shall be limited to identifying and explaining the parties' last offers.

M. Ultimate Impasse. Ultimate impasse is reached seven (7) days after SERB publication of the fact-finder's report.

N. Negotiations. Negotiation timelines are covered by O.R.C. 4117.01 et seq.

O. Male Pronoun. The male pronoun or adjective includes the female gender, unless otherwise indicated.

P. Superintendent. Includes any management employee as designated.

**ARTICLE 1
PURPOSE**

This contract is made between the City of Lancaster, Ohio, hereinafter referred to as the "City" and Local 3427, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

The objectives of this Contract are as follows:

Section 1 To achieve and maintain a satisfactory and stabilizing employer-employee relationship.

Section 2 To provide for the peaceful adjustment of grievances that may arise.

Section 3 To ensure the effectiveness of service by providing an opportunity for employees to meet with the Administration individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to State and Federal laws, and the Constitution of the State of Ohio and the United States of America (except as modified herein).

Section 4 To ensure the right of every employee to fair and impartial treatment.

Section 5 To provide an opportunity for the Union and the City to negotiate as to wages, hours, and conditions of employment. This Contract pertains to all employees within the bargaining unit listed in Appendix A.

**ARTICLE 2
COLLECTIVE BARGAINING AGREEMENT**

Section 2.1 Preamble.

- 1) This collective bargaining agreement is entered into this 1st day of January, 2015 between the City of Lancaster and City Employees Local 3427, affiliated with AFSCME, Ohio Council 8.

Section 2.2 Implementation and Duration.

- 1) This Agreement shall be effective as of the signing of the contract and shall continue in full force and effect through midnight, December 31, 2017. The City's obligations under this Agreement end with the expiration of the contract, unless mutually extended in writing. This section, however, supersedes O.A.C. 4117-9-02(E), and thus is effective beyond the expiration of the contract. Notice for negotiations of a successor agreement shall be pursuant to the procedures outlined in this Agreement and Chapter 4117 of the Ohio Revised Code.

Section 2.3 Total Integration and Waiver of Negotiations.

- 1) This Agreement contains the full and complete agreement between the City and the Union, eliminating all prior and contemporaneous written or oral past practices, and neither party shall be required during its term to negotiate over any issue. The wages, hours, terms, and other conditions of employment in this Agreement supersede any related Ohio laws, including all specifications under those laws. Specifications under related Ohio laws that are not specifically written into this Agreement shall not append its terms. Except where this Agreement has superseded Ohio laws, including all specifications under those laws, terms and conditions not included in this Agreement remain governed by state and federal law.

Section 2.4

- 1) In the event any article, section or appendix is declared illegal, this contract shall be reopened on such article, section or appendix. The City and the Union shall meet within thirty (30) calendar days to negotiate a lawful alternate provision. However, such negotiation shall not affect the enforcement or validity of any other provision of the Agreement.

Section 2.5

- 1) AFSCME recognizes the extra benefits it receives (differential, uniform, license fees, funeral leave, etc.) as part of its total wage package.

**ARTICLE 3
AMENDMENT PROCEDURES**

Section 3.1

- 1) The President of the Union, Ohio Council 8, Staff Representative, Service-Safety Director and the Mayor of the City of Lancaster may meet privately during the term of this Agreement to discuss the amendment of the Agreement. In the event this discussion produces a mutual accord that a specific amendment is desirable, such proposal for amendment will be referred to the parties' negotiating committees and if the amendment is mutually agreed upon by the parties' negotiating committee, the amendment shall be signed by the President of the Union, Ohio Council 8 Staff Representative, Service-Safety Director and the Mayor within 45 days after Union ratification it shall be submitted to City Council for its resolution. No public discussion of the desire for amendment shall take place before then, unless mutually agreed to be submitted by the joint negotiating committee.

**ARTICLE 4
RECOGNITION OF UNION**

Section 4.1 Recognition.

- 1) The City recognizes Local 3427, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) as the exclusive agent for collective bargaining and all matters relating to wages, hours, terms and working conditions of those bargaining unit classifications named in Appendix A.
- 2) The Union shall provide the City a current official list of its officers and representatives by no later than thirty (30) days after the parties ratify this Agreement. Only people on the current official list shall be recognized as Union officials.

Section 4.2 Bargaining Unit.

- 1) The bargaining unit means that group of non-supervisory and non-confidential positions meeting the definition of a public employee pursuant to O.R.C. 4117.01. The city will provide the union a list of all non-bargaining unit job titles within all the departments covered by this collective bargaining agreement. This list will be provided to the local president and chief union steward by the starting date of each ratified contract.
- 2) Bargaining unit work will not be performed by non-bargaining unit personnel except on an emergency or on a temporary basis with a two (2) hour maximum per work day, except as specified below in Section 4.2.4.
- 3) Bargaining unit personnel will not perform supervisory duties except on an emergency or on a temporary basis with a two (2) hour maximum per work day.
- 4) Regarding the employment and use of temporary and seasonal employees, the following guidelines shall apply:
 - i. The City shall provide a list of Temporary and Seasonal employees to the Union (through the current elected local President and Chief Union Steward) on a quarterly basis or immediately upon the new employment of a temporary or seasonal employee that was not otherwise included on most recent quarterly report.
 - ii. Temporary and Seasonal employees shall not perform skilled labor.
 - iii. Temporary and Seasonal employees shall not be employed for more than ninety (90) days with the following exception; college students working as seasonal employees shall be permitted to work a maximum of one hundred twenty (120) days during the months of May through September. College students must be able to provide proof of college enrollment for the preceding spring term or the fall term following their employment as a seasonal employee with the City.
 - iv. Temporary and Seasonal employees shall not participate in overtime activities.

- v. Temporary employees are those employee hired to perform special projects and shall only perform duties pertaining to such special projects being completed by the City.
- vi. Seasonal employees are those employees hired to perform work that repetitively and predictably occurs year-to-year. Typically, seasonal employees are hired during the months of May through September and November through January.
- vii. The City will pay the equivalent of a fair-share fee for all temporary employees during any month overlapping, in part or in whole, with the time period of their employment.
- viii. The City will pay the equivalent of a fair-share fee for all Seasonal employees for any month overlapping, in part or in whole, with their ninety first (91st) day of employment and beyond.
- ix. The use of Temporary or Seasonal employees shall not result in a layoff, or other reduction of forces, involving members of the bargaining unit. Seasonal and temporary employees shall not be used as a substitute for full-time employment or as a buffer for the full time work force except as provided for above or by agreement of the parties.

Section 4.3 Clarification

- 1) If after a meeting between the parties, the City and the Union disagree over whether a job or classification should be included in the bargaining unit, they shall mutually file a unit clarification petition with SERB and it shall determine whether the classification should be included in the bargaining unit. This section establishes mutual consent under O.A.C. 4117-5-01.

Section 4.4 Representation

- 1) The Union's official representatives identified in accordance with Section 4.1.2, as stated above shall have the right to represent all bargaining unit employees. This includes the right to represent bargaining unit employees in the grievance procedure and all disciplinary conferences, except where employees expressly waive their right to Union representation as provided in the "Grievance Rules" under Article 8, Grievance Procedure.
- 2) All grievances and other disputes over working conditions may be investigated and processed in a reasonable amount of time during work hours with the superintendent's prior approval. All other Union business is on non-work time.
- 3) Any alleged abuse of this section will result in an evaluation of the time off provided to Union representatives for Union business.
- 4) Before Union matters are conducted, the Union representative is required to complete an official leave form to his department head outlining the day, time, reason and location of the Union matters.

Section 4.5

- 1) After a newly hired member of the bargaining unit successfully completes his probationary period, the City shall notify the employee and Local 3427 that he has been appointed.

Section 4.6

- 1) Solicitation of membership or other internal Union business shall be conducted only during employees' non-duty hours.
- 2) Upon request, the City will provide the Union with a list of employees who are new hires, have left the bargaining unit or who have gone on an unpaid status.

Section 4.7

- 1) The City agrees that the parking spaces assigned to AFSCME bargaining unit members in the police department in 1993 shall continue

**ARTICLE 5
MANAGEMENT RIGHTS**

Section 5.1

- 1) The City retains all rights to manage, direct and control its business and to make any and all rules, regulations, and policies necessary to maintain the orderly and efficient operation of the departments, except as limited by the specific written terms of the collective bargaining agreement.
- 2) Specifically, the City retains the following management rights:
 - (a) to manage and direct its employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, lay off, recall, reprimand, suspend, discharge or discipline; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed.
 - (b) to determine the department's goals, objectives, programs and services, including reorganizing departments, and to utilize personnel in a manner determined by the Employer to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty; to promulgate and enforce work rules, department orders, policies and procedures; to require employees to use or refrain from using specified equipment, uniforms, weapons and other tools of duty; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

to determine overtime and the amount of overtime required; to determine the department's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the department's goals and mission; to determine conduct and performance expected of an employee in an emergency situation; and to subcontract work.

- 3) In addition, those rights not specifically given to AFSCME in this contract are exclusively reserved by the Employer, except for its obligation to bargain over the effects of subcontracting. Bargaining unit employees will not be laid-off as a result of sub-contracting.

ARTICLE 6 UNION RIGHTS

Section 6.1 Use of City Facilities

- 1) The Union shall have the privilege of use of bulletin board space and the use of City mailboxes. These facilities are extended to the Union in good faith for use in a responsible manner for effective employee communications. Upon request, the Union shall also be permitted the use of City facilities for conducting Union meetings, but no more than one time per calendar month. This request shall not be unreasonably denied.

Section 6.2 Payroll Deduction of Association Dues and "Fair Share" Fees Under the Agency Shop Provision.

- 1) Authorization. On the sixty-first (61st) day of employment, employee shall have a "fair share" fee deducted from their paycheck. No prior written authorization shall be needed for the deduction of the "fair share" fee. On or before January 1 and July 1 of each year, the City will submit to the Union, a statement indicating the following: the full legal name, social security number, address, employment date, and job classification for each bargaining unit member.
- 2) Transmittal of Dues / "Fair Share" Fees to Union. The Auditor of the City will remit on a monthly basis to the controller of Ohio Council 8, AFSCME, payment of those dues and monthly "fair share" fees along with the names, addresses, and social security numbers of all bargaining unit employees for which deductions were made.
- 3) Members Dues Amount / "Fair Share" Fee Amount. The amount to be deducted shall be certified to the City Auditor by the Treasurer of the Union. One (1) month advance notice must be given prior to making any changes in an individual's dues deduction.

Section 6.3 Union Members Attending Activities of the Union

- 1) The City agrees to grant the Union President and his designated representative(s) a maximum of fifteen (15) total days per year with full pay to attend Union conventions,

seminars, and conferences. This does not mean fifteen (15) days for each Union member. Said time off shall only be given with prior notice and final approval from the Union member's supervisor.

- 2) The Union President, or in his absence from work his designee, normally shall be granted reasonable time off to process grievances at Step 2 and to attend suspension and discharge hearings. All time off must first be approved by the Union President's supervisor. Requests shall not be unreasonably withheld.
- 3) The City will provide a copy of all current work rules and policies within all departments covered under this collective bargaining agreement. These shall be provided to the Local Union President and Chief Union Steward by the first week of each calendar year. The City will provide rules and policy updates and changes as they occur during the calendar year.

ARTICLE 7 DISCIPLINE

Section 7.1

- 1) The Employer will not discipline a non-probationary employee without just cause.

Section 7.2

- 1) Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. Management reserves the right to publish typical examples of prohibited conduct. The Employer agrees to normally follow the practice of progressive discipline.

Section 7.3

- 1) Any form of discipline for any matter will be considered for determining a greater level of discipline for any subsequent offenses.

Section 7.4

- 1) The Employer will administer a system of discipline based on its assessment of the facts and such discipline shall be administered in a timely fashion. Discipline may result from a violation of a current work rule or policy or for unsatisfactory job performance. The disciplinary measures the City may consider are as follows and shall be an official disciplinary document:
 - (a) Letter of Direction – First indication that improvement is necessary. A verbal counseling session with the employee is documented with a letter of direction.

- (b) Warning (written) – Used when an employee has been counseled concerning performance deficiencies, and after a reasonable period of time fails to make sufficient improvement.
- (c) Reprimand – A letter of reprimand is a letter summarizing an isolated incident of unacceptable work conduct. It may also be used to summarize previous counseling sessions, or warning, or to point out that unacceptable work performance is continuing.
- (d) Suspension – A suspension is normally a period of one (1) to ten (10) days. The employee is relieved of his or her job assignment because of a serious or repeated instance of misconduct and shall forfeit pay as a result of the suspension.
- (e) Demotion – This action shall take place if the performance issue relates to a characteristic of the higher-level job. The individual must demonstrate competency at the lower-level job.
- (f) Dismissal – This action comes when all other efforts to correct deficiencies have failed. Dismissal can be used for some first offenses of the most serious nature.

Section 7.6

- 1) The Employer has the right to give more than one letter of direction, warning or reprimand in lieu of suspension or a higher level of discipline. Higher levels of discipline may occur for first offenses.

Section 7.7

- 1) Before the Employer issues a suspension or discharge, the employee is to be given a personal opportunity to informally present his statement about the facts and circumstances of the proposed discipline.
- 2) The Employer is to provide at least 24 hour advanced notice in writing to the Local Union President of the time, date, and place where the hearing is to occur and this notice shall include the specific charges along with a description of the circumstances that are the basis for the charges. The employee is entitled to Union representation at the hearing (one steward, the Union President and the AFSCME Ohio Council 8 Representative). The employee will have waived his opportunity for a hearing if he fails to attend the scheduled hearing. The City shall notify the employee, the Union President, Chief Union Steward and AFSCME Ohio Council 8 Representative of the demotion, suspension or discharge within forty-eight (48) hours from the date of the disciplinary hearing.

Section 7.8

- 1) An employee will receive copies of all materials placed in his personnel record. Any material in the employee's personnel record which has not been seen or signed by him or

a copy sent to him will not be used against him. The signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the contents of the material but does acknowledge he has seen it.

Section 7.9

- 1) Only suspensions, demotions and terminations are Arbitrable.

Section 7.10

- 1) Discipline will be removed from an employee's file as follows:

- (a) Letter of Direction - Six (6) Months
- (b) Warning (written) - Nine (9) Months
- (c) Reprimand - Twelve (12) Months
- (d) Suspension - Two (2) Years
- (e) Demotion - Two (2) Years
- (f) Dismissal - Permanent

- 2) The above timelines are calculated from the date of infraction (and apply to discipline in an employee's current file).

Section 7.11

- 1) AFSCME shall not raise as a defense or for any other purposes the lack of testing for drugs or alcohol because the City has disciplined one of its members for drug or alcohol use or possession on the job.

**ARTICLE 8
GRIEVANCE PROCEDURE**

Informal Step

Discussion with supervisor and answer in three (3) days.

Step 1

Written grievance filed within twenty (20) days of when grievance occurs or grievant should be aware.

Superintendent meets with grievant five (5) days after filing. Superintendent must provide written response in five (5) days from meeting.

Step 2

Grievance filed with Service Director ten (10) days after superintendent's Step 1 answer.

Service Director or his designee must meet with grievant and department head within ten (10) days after grievance is filed at his level.

Service Director submits written report ten (10) days after meeting with grievant.

Step 3

Grievance Mediation Is a Dispute Resolution Mechanism.

All grievances not settled at Step 2 may be mediated prior to being referred to arbitration.

Mediation must be made within ten (10) days of the Step 2 meeting, unless both parties agree to extend that time.

The service for mediation shall be by the Federal Mediation & Conciliation Service (FMCS) or State Employment Relations Board (SERB).

The grievant shall have the right to be present at the mediation conference.

Each party shall have one principal spokesperson at the mediation conference; however, discussion shall not be limited to that individual.

The representatives of the parties may, but are not required, to present the mediator with a brief written statement of the facts, the issue and the arguments in support of their positions. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.

Proceeding before the mediator shall be informal in nature.

The mediator will have the authority to meet separately with a person or persons, but will not have the authority to compel the resolution of a grievance.

If agreement is not reached during the mediation conference, the mediator shall provide the parties with an oral advisory opinion if requested. Either party may waive receipt of the decision, or may request that it be communicated privately.

The mediator shall state the grounds for his advisory opinion.

The mediator may make recommendations to the parties as to how the grievance might be settled, but such a recommendation has no standing beyond being a suggestion to the parties for a possible settlement.

The advisory opinion of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties agree otherwise.

Nothing said or done by the mediator may be referred to in arbitration. Neither party may refer in arbitration to any compromise offer made in mediation. Arbitration to proceed as if the grievance had not been submitted to a mediation procedure.

Mediation conferences will take place at a location that is mutually agreeable to the parties and the mediator.

Should there be a cost for mediation services, the Union and the Employer shall share equally the expenses and fees of the mediation.

Step 4

The union shall provide the City written and signed notice of the intent to arbitrate within fourteen (14) days of the decision at Step 2 or Step 3.

Within fourteen (14) days after presentation of the notice of intent to arbitrate, the Employer and the Union will request a list of seven (7) names of arbitrators from the Federal Mediation and Conciliation Service (FMCS or SERB's Referral Service), unless an arbitrator is mutually agreed upon by the parties.

Within fourteen (14) days after the day of receipt of the list of arbitrators from FMCS or SERB's Referral Service, the Employer and the Union will alternately strike names from the list until the name of one (1) arbitrator remains. The Employer and the Union will notify FMCS or SERB's Referral Service of the arbitrator whose name is not struck and who will serve as arbitrator for the grievance.

Either party shall have the right to reject one list submitted by the FMCS or SERB's Referral Service. As soon as the arbitrator has been selected, he/she shall proceed to schedule a hearing on the matter in dispute.

Any cost to obtain a list of arbitrators shall be split by the parties.

The parties may jointly agree to waive time limits at any step of the grievance procedure and submit such grievance to mediation for possible settlement.

Grievance Procedure Definitions:

- 1) Grievance - Written claim by an employee or the Union alleging a violation, misinterpretation or misapplication of the collective bargaining agreement.

- 2) Grievant - An employee, group of employees or the Union. A Grievance filed on the behalf of the Union or a group of employees shall proceed immediately to Step 2 of the Grievance Procedure.
- 3) Day - Calendar day.

Grievance Procedure Rules:

- 1) All grievances must be filled out on the "Official Grievance Form."
- 2) Grievance waived if timelines are not followed. Grievant proceeds to next step if the City fails to provide timely answer.
- 3) Union steward can represent grievant at all levels of grievance procedure. Union President, Chief Union Steward and AFSCME Ohio Council 8 Representative can represent grievant at Steps 2, 3, and 4.
- 4) Grievant must waive Union representation in writing. Written waiver must be submitted to Union president. Union president must be notified of final disposition of the grievance.
- 5) With respect to disciplining cases, only suspensions, demotions and terminations are arbitrable.
- 6) Necessary Union witnesses receive time off with pay to testify at the arbitration hearing.
- 7) Arbitrator's decision made within his jurisdiction is final and binding. The arbitrator has no authority to add to or subtract from the expressed terms of the contract. Loser pays unless split decision. Split decision means the grievance is granted or denied in part.
- 8) Union stewards receive notice of each grievance hearing, date and the deposition of the grievance at each step.
- 9) The fact that an employee files a grievance shall not be recorded in his personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Union or its officers be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

**ARTICLE 9
SICK LEAVE**

Section 9.1 Reporting Off Work

- 1) All employees are expected to be on duty every work day except when using sick leave or taking official approved leave. The employee will be on duty or will return to work

from an absence unless he reports as indicated in this policy. Failure to report for duty and/or to follow the dictates of this policy in reporting absences shall cause a corresponding loss of pay for the employee and he may also be disciplined. The supervisor or designee will accept the calls, or a message may be left on the department answering machine. There will be no pay for unexcused absences the day before or after a holiday, vacation. The term 'day' means 'scheduled work day' and the term 'excused' shall mean 'absence for any reason except a sick day with a doctor's excuse or a pre-approved leave. When an employee is to be absent from work, he shall notify his supervisor or his designee of his impending absence no less than one-half (½) hour (except for the 24/7 employees which still requires one hour call in time) prior to the time he was to begin duty, or a message will be left on the department answering machine. The supervisor may waive the requirement if he judges the situation to be one which would prevent the employee from complying.

Section 9.2 Sick Leave Absence

- 1) Sick leave shall be provided to the City employees in compliance with this Agreement.
- 2) Each full time employee of the City shall be entitled for each completed eighty (80) hours of service, to sick leave of four and six-tenths (4 6/10) hours with pay, to a maximum of fifteen (15) days per year. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to:
 - (a) Personal illness or injury.
 - (b) Disability due to pregnancy. An employee may use sick leave for absence due to disability to the employee caused by complications attributed to pregnancy, miscarriage, childbirth, and normal postpartum recovery. Normal childbirth and recovery shall be limited to two weeks prior to the expected delivery, and six weeks subsequent to delivery, upon written recommendation of the attending physician. Additional days may be granted by the supervisor or his designee for disability due to pregnancy pursuant to the employee filing written justification and recommendation from the attending physician.
 - (c) Exposure to contagious disease.
 - (d) Illness or injury in the employee's immediate family. A minimum number of accumulated sick leave days, as deemed necessary by the employee and approved by the supervisor, may be used for illness or injury in the employee's immediate family. For this policy, immediate family shall include employee's spouse, children (and stepchildren) parents, spouse's parents, grandparents, brother, sister, grandchildren and legal appointed guardians. Sick leave may be granted for extenuating circumstances upon management's approval.
 - (e) Doctor or dentist appointments, which cannot be scheduled outside the regular workday.

- 3) After six days or partial days of absence in a calendar year, employees may be required to provide a physician's explanation to be paid for sick leave. In other words, an employee will not be required to provide a written explanation from a physician until he/she has missed a seventh full or partial day absence in a calendar year. Employees failing to submit physician's explanation may be disciplined. A "separate absence" does not include an absence for which the employee submits a signed physician's statement indicating that the employee or a member of the employee's immediate family had a medical appointment, had medical testing or was seen by a physician for an illness or an injury. The Employer is not prohibited from seeking more detailed information concerning an employee's absence for legitimate reasons including FMLA leave verification, excessive sick leave use/suspected sick leave abuse or concerns about the employee's fitness for duty. If the Employer seeks additional information, it agrees to communicate and discuss these concerns with the Union in advance, absent an urgent reason, and provided the employee has no objection to the Union being provided with his/her personal medical information.
- 4) In the event of a documented potential pattern of the misuse of sick leave, the Union agrees to cooperate with the employer in addressing the alleged misuse.

Section 9.3 Sick Leave Payout

If, upon retirement, an employee hired on or before December 31, 2011 and covered by this Agreement has a "bank" of nine hundred sixty (960) hours of accumulated, but unused sick leave he will be paid one hundred percent (100%) of that accumulated, but unused sick leave, plus twenty-five (25%) percent of all accumulated, but unused sick leave hours in excess of nine hundred sixty (960).

If, upon retirement, an employee hired on or before December 31, 2011 and covered by this Agreement does not have a "bank" of nine hundred sixty (960) hours of accumulated, but unused sick leave, he will be paid four (4) days' wages for each year of continuous employment with the City, up to a maximum of nine hundred sixty (960) hours' wages.

Upon retirement, an employee hired on or after January 1, 2012 and covered by this agreement shall be paid the equivalent of four (4) days (equivalent to thirty-two (32) hours) wages for each year of continuous employment with the city. This shall be paid out of the accumulated but unused sick leave earned while employed with the City and that remains in their sick leave "bank", up to a maximum of no more than nine hundred sixty (960) hours.

Section 9.4 Estate Payment.

The estate of a deceased City employee shall be paid up to nine hundred sixty (960) hours of the deceased employee's accumulated sick leave.

Section 9.5 Police Department.

Police department employees are covered under this policy, unless they are absent more than ten (10) separate times during a calendar year. Police department employees who are absent more than ten (10) times during any calendar year shall thereafter fall under the police policy on reporting off work/sick leave.

Section 9.6 Annual Payout of Sick-Leave Bank.

All employees who are covered by this Agreement and maintain a sick leave "bank" of more than nine hundred and sixty (960) hours may elect to "cash in" up to five hundred dollars (\$500.00) of their sick leave "bank," annually, but under no condition may an employee "cash in" any part of the nine hundred and sixty (960) hours which is considered a minimum number of "bank" hours that must be maintained by each employee unless used for actual sick time. In addition, employees with a sick leave "bank" of more than nine hundred sixty (960) hours may cash in two (2) hours of sick leave for one (1) hour of pay up to an additional five hundred dollar (\$500) payout provided the employee maintains a sick leave "bank" of at least nine hundred sixty (960) hours. The value of the sick time per hour is an employee's regular hourly rate.

Section 9.7 Sick Leave Exchange

All employees who are covered by this Agreement and maintain a sick leave "bank" of nine hundred and sixty (960) hours are eligible to cash in two (2) days of sick leave for one (1) day of personal leave, for a maximum of three (3) personal days. For employees who maintain a sick leave "bank" of six hundred and forty (640) hours sick leave to cash in three (3) days of sick leave for one (1) day of personal leave, for a maximum of three (3) personal days.

**ARTICLE 10
CATASTROPHIC SICK LEAVE DONATION PROGRAM**

Section 10.1

- 1) A catastrophic sick leave program is established to assist employees who are placed on a leave of absence by a licensed physician due to an accident or long-term illness not job related. The joint labor management committee will establish definitions, forms and any additional policies necessary to administer this section. The catastrophic sick leave donation program can be utilized only if the following conditions are met:
 - (a) The employee's physician certifies that a long-term medical injury or illness exists.
 - (b) The illness or injury will require the employee to be off work for at least 90 days.
 - (c) The employee must have worked for the city at least one (1) continuous year prior to the illness or injury.

- (d) Prior to receiving a sick leave donation the employee must have exhausted all paid time off, including sick leave, compensatory time, vacation and personal time.
- (e) All sick leave donations from other employees of the city shall be voluntary. Bargaining unit employees may donate up to thirty (30) hours of sick leave to the ill or injured employee per catastrophe. Sick leave that is donated shall be subtracted from the donating employee's sick leave bank.
- (f) The employee donating must retain a balance of two hundred forty (240) hours available sick leave.
- (g) Sick leave shall be paid out at the rate of the employee who is injured or ill.
- (h) This section will not apply to employees who have or will file for disability retirement due to their illness or injury.
- (i) Sick leave donation may be made between employees within the same department only.

**ARTICLE 11
VACANCIES PROMOTIONS AND TRANSFERS**

Section 11.1 Vacancy

- 1) A vacancy is defined as an opening in a particular classification where the Employer has created a new classification or has increased the number of jobs in an existing classification, or where an opening occurs in a classification as the result of a promotion, transfer, resignation, discharge or other termination of employment. Whenever a vacancy is declared, the position shall be posted within five (5) days of the declaration, with the attempt to be filled within sixty (60) days after the last day of bidding.

Section 11.2 Notification and Selection

- 1) Whenever a vacancy exists, the Employer shall post at all work locations and deliver to the Union President, a notice of vacancy which shall include the classification, locations of the job, shift, hours of work, wage rate, brief description of duties and qualifications. Vacancies will be posted for a period of seven (7) working days.
- 2) Vacancies will be awarded to an employee applicant in the following order of selection and pursuant to the following criteria; with consideration given to attendance, safety and overall personnel record:
 - (a) First, as a lateral transfer within the same classification as the vacancy for shift and location preference to an employee applicant who possesses the greatest classification seniority.

- (b) Second, to an employee applicant in the same classification as the vacancy who possesses the greatest classification seniority.
- (c) Third, to an employee applicant who possesses the qualifications for the position and has the greatest bargaining unit seniority. Whenever the qualifications of two or more employee applicants are relatively equal, the senior employee shall be awarded the position.

Section 11.3 Internal Promotion

- 1) The Employer will make every effort to promote senior employees. An internal department employee who is awarded a promotional vacancy will be given a sixty (60) calendar day probation period. An external department employee who is awarded a promotional vacancy will be given a ninety (90) calendar day probation period. The employee will be provided adequate supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to perform the duties of the position or chooses to be returned to his prior position and pay rate any time prior to the end of the probationary period the position, and the vacant position will then be filled with the next qualified candidate from the previous posting.
- 2) Department promotions within the same classification will not require a probation period. New hires that are under probation when the promotion occurs will not serve additional probation time over the original probation period.

Section 11.4 New Hires

- 1) Newly hired employees filling vacancies shall serve up to a two hundred seventy (270) day probationary period. During their probation, newly hired probationary employees serve at the service director's discretion. If a probationary employee is to be terminated, he must receive notice of his termination before his probationary period ends.

Section 11.5 Temporary Transfers

- 1) The Employer shall have the right to temporarily transfer employees to other buildings, work locations and classification position only to fill in for absent employees due to their illness, vacation or other leaves of absence or to temporarily fill a vacancy pending permanent filling of that position.
- 2) Such temporary transfers shall not exceed ninety (90) calendar days.
- 3) Employees transferred shall be permitted preference by exercising their classification seniority for the temporary position. If no classification senior employee(s) desire the temporary transfer, the least classification senior employee shall be temporarily transferred.

- 4) Employees who transfer to a higher rated classification shall receive the higher rate of pay. Employees who transfer to a lower rated classification shall retain the rate of pay of their regular classification.

ARTICLE 12 SENIORITY

Section 12.1

- 1) Seniority is the right of an employee to continue in the employ of the Employer and to exercise rights established by the terms and conditions of this Agreement. Three types of seniority are established under this agreement as follows:
- 2) CLASSIFICATION SENIORITY - is the employee's length of continuous service in his current classification from his last date of entry into this classification.
- 3) DEPARTMENT SENIORITY - is the employee's length of service since the date of his last entry into the department in which he is currently employed.
- 4) BARGAINING UNIT SENIORITY - is the employee's total length of continuous service with the Employer from his most recent date of hire into the Bargaining Unit.

Section 12.2

- 1) An employee's seniority shall terminate:
 - (a) If the employee quits;
 - (b) If the employee retires;
 - (c) If an employee is discharged and not reinstated;
 - (d) If an employee is laid off for a period of more than twenty-four (24) consecutive months.

Section 12.3

- 1) The Employer will provide the Union with two (2) copies of a master seniority list within fourteen (14) calendar days after the effective date of this Agreement and every six (6) months thereafter, showing the seniority of each employee in the bargaining unit by classification, department and bargaining unit. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

Section 12.4

- 1) The Employer will provide the Local Union and the Ohio Council 8 Columbus Regional Office with a list of new hires, terminations, promotions, transfers, leaves of absence and retirees as needed. The list will include the name of the employee and the date of the action.

Section 12.5

- 1) Whenever seniority is applicable to any terms and conditions contained in this Agreement and two or more employees are tied in applicable seniority, the following listed rights shall prevail:
 - (a) If two (2) or more employees have the same departmental seniority, classification seniority shall prevail.
 - (b) If two (2) or more employees have the same classification seniority, bargaining unit seniority shall prevail.
 - (c) If two (2) or more employees have the same bargaining unit seniority, the seniority shall be determined by the toss of a coin.

**ARTICLE 13
FILES AND RECORDS**

Section 13.1 Personnel Files - Maintenance of Personnel Files.

- 1) All permanent employee files shall be maintained under the following circumstances.
 - (a) Upon request by the employee, he shall be given access within a reasonable time, not to exceed five (5) work days, to the contents of his permanent file or, if he so desires, the employee will be furnished a reproduction of the contents of his permanent file. Permanent files are located in the safety director's office. A reasonable cost may be assessed for reproduction of file contents.
 - (b) No material derogatory to an employee's conduct, service, character or personality shall be placed in the files unless the employee has had an opportunity to read the material.

Section 13.2 Department Files.

- 1) Supervisors may maintain a file in their department for each employee employed in that department. These files may include notes, records, assessments, evaluation material not required to become a part of the employee's permanent file in the Service Director's Office, and other pertinent information. The file in the Service Director's Office shall be the main file on the employee.

- 2) If the union requests to review the Service Director's main file on the employee for purposes of evaluating the merits of a grievance or to prepare for an arbitration or an unfair labor practice proceeding, the Service/Safety Director shall ensure that all relevant information from the department file is submitted with the main file before the file is given to the union.

**ARTICLE 14
CDL LICENSES**

Section 14.1

- 1) Effective January 1, 1994, all employees must have appropriate valid licenses to operate City equipment or vehicles, including CDL licenses. All employees must also be able to be insured under the City's liability policy to operate City equipment or vehicles. Employees whose licenses are revoked or suspended, or who cannot be insured under the City's liability policy, will be transferred or assigned to another available job for which they are qualified. If no available job exists, the employee shall be laid off.

**ARTICLE 15
JOB DESCRIPTION**

Section 15.1

- 1) The City shall furnish the Union President a copy of up-to-date job descriptions for all bargaining unit employees. If said job descriptions are modified, changed or altered, the City will notify the Union seven (7) days or a mutually agreed upon time before the changes are to become effective. The union is to receive a copy of all current job descriptions within thirty (30) days of ratification of contract.

**ARTICLE 16
PRINTING OF THE CONTRACT**

Section 16.2

- 1) The parties agree to share equally the cost of printing the contract. Said contract shall be in booklet form, approximately pocket size. It shall be distributed to all employees within ninety (90) days of the ratification of the contract.

**ARTICLE 17
SAFETY**

Section 17.1

- 1) The City and the Union assume equal liability for the safety of the employees. Employees shall be required to wear all safety equipment issued by the City.

- 2) Immediate safety concerns should be addressed in a timely manner at the department level. Employees may make recommendations regarding safety issues to their supervisor or through the department ECIP Team. Recommendations can be presented at the Labor Management Committee meetings for further consideration. Prior to the Labor Management Committee meeting the Superintendent and department Union Steward may meet to discuss any departmental safety issues and prepare recommendations for the Labor Management Committee meeting.
- 3) The City shall not require employees to share personal safety equipment such as eyeglasses, hard hats, etc. The City shall ensure that the equipment provided meets the most current minimum standards for safety equipment.
- 4) The City shall furnish all safety equipment it requires and shall ensure that the employee has been properly fitted and indoctrinated in the use of such equipment.

ARTICLE 18 OVERTIME

Section 18.1

- 1) Hours worked over eight (8) in one (1) day or forty (40) hours in one (1) week shall be paid at time and one-half (1½) of the employee's regular rate of pay. Hours worked shall include sick leave, vacation, compensatory time, holidays and personal days.

Section 18.2

- 1) In addition to holiday pay, overtime worked on an actual holiday day shall be paid at the rate of time and one-half (1½) of the employee's regular rate of pay. All employees in the bargaining unit shall be eligible for overtime pay. Employees who work over eight (8) hours on the holiday day shall be paid two and one-half (2½) times their regular rate of pay for all hours worked over eight (8) hours that day. (This does not apply to Service department employees on duty.)

Section 18.3

- 1) An employee may earn compensatory time instead of overtime pay. For every hour worked, including work on a holiday, the employee shall receive time off equivalent to one and one-half times the overtime hours worked. The department superintendent has final approval over the scheduling of compensatory time.

Section 18.4

- 1) The written, signed overtime policy agreed to in each department shall remain in effect during this Agreement. If the Superintendent wants to change the overtime policy, he shall negotiate the change with the Union. If no agreement is reached over

the change in the policy, the Superintendent may use the overtime policy in Section E as the department overtime policy.

Section 18.5 Scheduling

- 1) When a Superintendent determines overtime work for less than a crew is necessary, he shall assign the overtime work to the employees who possess the most classification seniority on the job site on the existing shift where the work is needed. If a crew is needed for the work, the crew on the job site shall be assigned the work. If the work to be performed requires a special skill or if one of the employees possesses significant experience in the job to be performed, overtime may be assigned to that employee regardless of his seniority.
- 2) The Superintendent determines and schedules mandatory overtime. He shall provide employees reasonable notice before scheduling mandatory overtime. The Superintendent shall first request qualified volunteers from the classifications he intends to assign the mandatory overtime. (An unsuccessful attempt to contact a person is considered a request for a qualified volunteer.) If fewer employees volunteer than necessary to perform the work, the Superintendent shall assign the least senior qualified employees from any classification to perform the work. In some cases, when the task to be performed requires a unique skill or experience level possessed by certain employees, the Superintendent may assign mandatory overtime without regard to volunteers or seniority.

**ARTICLE 19
COMPENSATORY TIME**

Section 19.1

- 1) Employees who work overtime shall have the option of electing to receive compensatory time off in lieu of overtime pay. Compensatory time off shall be granted at the rate of one and one-half times the amount of overtime worked over eight (8) hours in one day. Compensatory time shall be used at times acceptable to and approved by the supervisor. A maximum of two hundred (200) hours of compensatory time may be accrued at any time by any bargaining unit employee.

**ARTICLE 20
CALL-IN PAY**

Section 20.1

- 1) Call-in is when an employee is called to work outside his regular shift. It does not include being asked to report early or to stay late. Employees called in the first time in a twenty four (24) hour period shall receive two (2) hours' minimum overtime pay. For subsequent calls during the twenty four (24) hour period, the employee shall be paid one (1) hour minimum overtime pay.

**ARTICLE 21
DAYLIGHT SAVINGS TIME**

Section 21.1

- 1) When the time is changed from Eastern Standard Time to Daylight Savings Time, employees working during this interval work seven (7) hours rather than eight (8) hours. Employees will be held accountable for the hour that no work is performed. The employee may use one (1) hour of compensatory time, one (1) hour of personal time, or take one (1) hour of unpaid leave. The employee may be allowed to make up the time within a reasonable length of time. The time determination will be discussed with the employee and supervisor with supervisor approval needed prior to the event.
- 2) When the time changes from Daylight Savings Time to Eastern Standard Time, employees on the job at this time change, work a nine (9) hour shift rather than an eight (8) hour shift. The City, under the overtime pay policy will compensate the employee for this additional hour of work performed on the job.

**ARTICLE 22
RETIREMENT PICK-UP**

Section 22.1

- 1) The total annual wages and wages per pay period of each member shall be payable by the City in two parts: 1) deferred wages, and 2) cash wages. A member's deferred wages shall be equal to that percentage of said member's total annual wages or wages per pay period which is required from time to time by the Public Employees Retirement System of Ohio to be paid as an employee contribution otherwise payable by said member. A member's cash wages per pay period, less the amount of the Pick-Up for said member shall be payable, subject to applicable payroll deductions, to said member.

**ARTICLE 23
RETIREMENT**

Section 23.1 Retirement.

- 1) It shall be the policy of the City to use the retirement policies of the Public Employees Retirement System as guidelines for employee retirement.

Section 23.2 Regular and Disability Retirement.

- 2) City employees may retire in accordance with Ohio Law.

**ARTICLE 24
PROFESSIONAL PAY**

Section 24.1

- 1) Each bi-weekly pay period, full-time employees with bachelor degrees shall receive forty dollars (\$40.00) in their paychecks and those with associate degrees shall receive twenty five dollars (\$25.00) in their paychecks. Degrees must be job related, as determined by the employee's department superintendent and the City Administration.

**ARTICLE 25
LONGEVITY PAY**

Section 25.1

- 1) Employees hired after January 1, 2006 are not eligible to receive this benefit.
- 2) Fulltime employees hired prior to December 31, 2005 shall, after five (5) years of continuous service with the City, receive a three dollars and twenty five cents (\$3.25) bi-weekly payment for each year of service. If the anniversary date of an employee falls within the year, the employee shall be paid longevity commencing January 1 of that year.

**ARTICLE 26
SHIFT DIFFERENTIAL**

Section 26.1

- 1) Shift differential pay shall be forty cents (\$0.40) per hour for any eight (8) hour work day for which the majority of work hours occur after 3:00 P.M. and prior to 7:00 A.M. to members whose regular shift falls within such time category.

**ARTICLE 27
HOLIDAYS**

Section 27.1

- 1) All City employees shall have the following holidays off, with full pay:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
July Fourth
Labor Day
Columbus Day
Veterans Day

Thanksgiving Day
Christmas Day

- 2) Forty (40) hours of personal time is permitted to be taken upon the supervisor's approval. The forty (40) hours can be taken in increments of one (1) hour at the discretion of the department supervisor. The supervisor determines how many employees take a personal day off on a given day.
- 3) When a holiday falls on a Saturday, employees shall have the preceding Friday off and when a holiday falls on a Sunday, employees shall have the following Monday off, except for operators of the sewage treatment plant, water treatment plant and the gas department, who are scheduled to, and do work on, the holidays herein mentioned, and they shall receive special compensation for working such holidays at the rate of one and one-half times such employee's normal rate of pay. Others working on the rescheduled days receive regular pay.

ARTICLE 28
VACATION

Section 28.1 Definitions

- 1) The following definitions are applicable to this Article:
 - (a) "Week" means any seven (7) consecutive days, (five (5) working days), including regular or special days off and holidays which may fall within such period of time. The employee shall designate on the employee's vacation request form seven (7) consecutive days the employee has selected for vacation.
 - (b) "Day" means an employee's eight (8) hour work day.
 - (c) "Year" means any twelve consecutive months, after the anniversary of employment.
 - (d) "Employees" means all service and service-connected department employees in non-supervisory positions.

Section 28.2 Establishment

- 1) Vacations for City employees are hereby established as follows:
 - (a) Employees who have been continuously on the City payroll for one (1) year shall be entitled to ten (10) days' vacation with pay during the year following the service anniversary date.
 - (b) Employees who have been continuously on the City payroll for six (6) years shall be entitled to fifteen (15) days' vacation with pay during the calendar year of the anniversary date, as provided herein. Employees with fifteen (15) years' continuous

service shall be entitled to twenty (20) days' vacation with pay, during the calendar year of the anniversary date, as provided herein. Employees with twenty-five (25) years of continuous service shall be entitled to twenty-five (25) days' vacation with pay, during the calendar year of the anniversary date, as provided herein.

- (c) Employees must work at least one thousand six hundred (1,600) hours in the last year to be eligible for vacation.
- (d) Vacations shall be taken during the year in which they become due, unless otherwise authorized by the employee's department head, and subject to final approval by the Service Director. Vacation carry-over is limited to up to one (1) week.
- (e) Vacations may be used in four (4) hours intervals.
- (f) Vacations shall be scheduled in accordance with the judgment of the supervisor; however, consideration shall be given to special requests.
- (g) Union members who are on a paid absence from work for reasons permitted in the Agreement shall continue to accrue vacation time as though they were not absent.
- (h) In cases where a recognized paid holiday falls within any vacation, such vacation shall be extended one (1) day, and wages or salary at the regular rate shall be granted for the extended day.

Section 28.3 Calculation

- 1) Vacation pay shall be calculated as eight (8) hours pay for each day of vacation at the employee's regular hourly rate.

Section 28.4 Estate Payment

- 1) The estate of a deceased City employee shall be paid the accumulated vacation pay of such a deceased employee.

Section 28.5

- 1) Employees called in to work from vacation shall receive two (2) times their rate of pay for such call in.

ARTICLE 29 JOB INJURY LEAVE

Section 29.1

- 1) The Service Director may grant up to ninety (90) days of job injury leave at full pay to an employee who is injured on the job within the scope of his employment. Injury leave may

begin after the City has approved the examining physician's diagnosis. The City reserves the right to challenge the examining physician's determination if it does not agree with his diagnosis.

Section 29.2

- 1) For purposes of this Article, a job injury is defined as any injury preventing the employee from performing his normal duties or a duty reassignment, but does not include psychological disorders or stress.

Section 29.3

- 1) An employee shall not receive job injury leave and lost time workers' compensation for his injury. If an employee files a workers' compensation claim for his injury after having received injury leave, the employee shall execute a wage agreement letter with the City acknowledging the job injury leave time off the employee has received from the City so that the City may be reimbursed by the Workers' Compensation Bureau. Inasmuch as the workers' compensation payments are delayed, the City will continue to pay the employee on a regular schedule, in accordance with the number of days granted in Section A. Failure or refusal to sign the wage agreement letter is grounds for discipline.

Section 29.4

- 1) All of the following standards must be met for an employee to qualify for and use injury leave.
 - (a) The employee must have suffered a bona fide on-duty work-related injury;
 - (b) The injury must prevent the employee from performing his normal job duties or another job reassignment that can be performed even with the job injury;
 - (c) The employee must report such injury to his immediate supervisor within forty-eight (48) hours of the occurrence. He must have used the approved City Injury Report Form. Forty-eight hour notice is waived if the injured employee is unconscious or incapacitated at the time of injury;
 - (d) If he has sick leave available, the employee must use his sick leave for the first five (5) days of his injury. Injury leave will begin on the 6th day. Provided injury leave is approved, the employee will be credited for the five days of sick leave after the injury leave becomes effective on the sixth (6th) day;
 - (e) The employee must inform the Service Director each pay period about his current medical status; and
 - (f) The employee must release all medical records pertaining to the injuries diagnosed, treatment and therapy.

Section 29.5

- 1) At the request of the Service Director, any employee who is granted injury leave pay shall submit to a physical examination by the City's licensed physician at any time during the job injury leave if the Safety Director reasonably believes that the employee is able to resume his duties or a duty reassignment. The City shall pay for the physical examination. In the event the physician finds that the employee is able to resume his job duties or perform a reassigned job, the employee shall be ordered to return to work. Failure to return to work is grounds for discipline.

Section 29.6

- 1) Job injury leave pay applies to current injuries only. Employees claiming a reoccurrence of a former job injury or related job injury or continuing degeneration from a former job injury for which job injury leave had been used are not covered. If an employee returns to work before the end of his job injury leave, the remaining job injury leave for that injury shall be forfeited.

Section 29.7

- 1) If the employee is still unable to work after his injury leave expires, he must use his accumulated sick leave, vacation time, and unpaid FMLA leave respectively. If, after having exhausted his job injury leave, sick time, vacation time, and unpaid FMLA leave, an employee still cannot return to work to perform the substantial and material duties of his former job, the employee shall be given a separation from employment. If applicable, the employee shall apply for a disability retirement. Employees qualifying for disability retirement shall be paid their accumulated comp time, vacation time, and sick leave in accordance with the procedures outlined in Articles 19, 28(C) and 9(C) respectively.
- 2) If, after the employee's separation of employment, the employee wishes to return to work for the City, the employee will be considered as a new hire for any available position, together with any other qualified candidates for employment.

Section 29.8

- 1) Injured employees who are reassigned to an available job which they can perform with or without reasonable accommodation will be paid the rate of the classification to which they have been reassigned. A reassigned employee shall be allowed to return to his former job upon recovering from his injury and upon receiving a full release from his physician that he can perform his former job without any restrictions.

Section 29.9

- 1) While an employee is on injury leave, the City may fill his position with a provisional employee.

Section 29.10

- 1) Injured employees whose injury renders those disabled are covered by the Americans with Disabilities Act.

**ARTICLE 30
LEAVES WITHOUT PAY**

Section 30.1

- 1) Leaves without pay may be granted (in increments of up to thirty (30) days) for up to one (1) year. The Service Director or his designee approves all unpaid leaves.

Section 30.2

- 1) With the exception of life insurance, all employee benefits cease during unpaid leaves of absence, including vacation and seniority.

Section 30.3

- 1) When an employee on unpaid leave returns to work, he will be restored to his former position or a similar available position in the same job classification. For leaves of absence of fourteen (14) days or less, life insurance, health insurance, and vacation shall continue.

Section 30.4

- 1) No loss of insurance for up to fourteen (14) days.

**ARTICLE 31
FUNERAL LEAVE**

Section 31.1

- 1) If a death occurs in an employee's immediate family (spouse, parents, spouses parents, children, step-children, step-parents, brother and sister), five (5) days at straight time will be granted within seven (7) calendar days of the death, providing the employee is scheduled to work on any of the days during the time the funeral is held.
- 2) Three (3) days shall be allowed for the death of brother and sister in law, son and daughter in law, grandparents, grandchildren, appointed legal guardian, aunt, uncle or spouse's grandparents with pay. Up to two additional bereavement days can be taken as other paid leave.
- 3) Only regularly scheduled work days shall be compensated.

- 4) The employee shall inform the City as soon as possible about the death so that the employee's return to work can be properly scheduled.
- 5) Funeral Leave supersedes all other paid leaves.
- 6) Employees must provide proof of attendance of the funeral, memorial service or calling hours. If there is a less formal memorial service, the employee must provide a copy of the obituary and verification of attendance from another attendee.

**ARTICLE 32
EDUCATION LEAVE WITH PAY**

Section 32.1

- 1) If the City requires an employee to take a job-related course as a condition of his employment, it shall reimburse the employee for the tuition. To receive the tuition payment, the employee must receive at least a "C" in a graded course or a "pass" in a pass/fail course.
- 2) If an employee has problems with tuition payments, he/she may ask the City for assistance under rules prescribed by the Service Director.

**ARTICLE 33
COMPENSATION FOR CERTIFICATIONS**

Section 33.1

- 1) After successfully serving the probationary period of two hundred seventy (270) days for newly hired employees, the following amounts will be paid annually to employees who possess the certifications outlined below and who are regularly scheduled to work in that capacity. Certifications shall be obtained from the Ohio EPA or the Ohio Department of Commerce, Board of Building Standards. The City shall only pay for the highest certification obtained by the employee.

Distribution (Water Only) I	\$150.00
Distribution (Water Only) II	\$300.00
Collection (Waste Water Only) I	\$150.00
Collection (Waste Water Only) II	\$300.00
Operator (Water & Waste Water) I	\$150.00
Operator (Water & Waste Water) II	\$300.00
Operator (Water & Waste Water) III	\$400.00
Laboratory (Waste Water Only) I	\$150.00
Laboratory (Waste Water Only) II	\$300.00

Laboratory (Waste Water Only) III \$400.00

**ARTICLE 34
HEALTH INSURANCE**

Section 34.1

The Employer shall provide group medical insurance coverage, as selected by the employer, for each employee and dependents on the same basis as provided to non-bargaining unit employees of the City. The City will only provide one (1) family medical plan to those employees with spouses also employed by the City.

Section 34.2

A. Employee Premium Share

Effective January 1, 2015, the parties agree that employee contributions to the premiums for health and dental insurance provided by this Article will be paid in amounts equal to fifteen percent (15%) of the total premium.

Effective January 1, 2016, bargaining unit employees shall pay fifteen percent (15%) of the monthly health insurance premium, provided that the employee's share for single or family coverage shall not increase by more than five percent (5%) from the 2015 employee contribution rate.

Effective January 1, 2017, bargaining unit employees shall pay fifteen percent (15%) of the monthly health insurance premium, provided that the employee's share for single or family coverage shall not increase by more than five percent (5%) from the 2015 employee contribution rate.

These deductions will be made pursuant to the City's 125 plan.

Section 34.3

A. Coverage of Family Members

The employee and members of his/her family shall be included under Employee Insurance Coverage, but only one (1) plan of Employee Insurance Coverage will apply per family even if more than one (1) member of an employee's immediate family is employed by the City.

Section 34.4

A. Substantially Equal Benefits

The insurance benefits provided in this Article shall be the same as benefits provided non-bargaining unit employees of the City. The Employer shall choose the insurance carrier. The

insurance benefits provided herein are subject to the rules and regulations of the insurance carrier. Employees who are laid off can make insurance payments at the Employer's rate for up to eighteen (18) months, provided the carrier allows him to do so.

Section 34.5

A. Leave Without Pay

With the exception of FMLA leave, including pregnancy disability leave under Article 29, Section B, employees on leaves without pay are not eligible for the fully paid program outlined in this Article. Arrangements for continued coverage are the responsibility of the employee.

Section 34.6

A. Reasonable Notice of Changes

The insurance program referred to in this Article is a term of employment. The Union shall be given reasonable notice of changes in the insurance policy.

Section 34.7

A. Insurance Committee

Include the Union on insurance committee if established.

**ARTICLE 35
LIFE INSURANCE**

Section 35.1

- 1) The City shall provide to all full time employees covered by this contract a life insurance program as follows:

Coverage Amount

\$ 26,000.00 per employee
\$ 2,000.00 per employee spouse
Up to \$ 2,000.00 per employee child (to age nineteen (19))

- 2) The paid insurance program shall remain in effect during employment. Any employee who retires from the City shall not be eligible for City paid life insurance coverage after retirement.
- 3) The insurance program referred to in this Article is a term of employment. Those employees on leaves without pay are not eligible for the fully paid programs outlined in this Article.

- 4) Arrangements for continued coverage may be made and costs incurred are the responsibility of the employee.

**ARTICLE 36
CLOTHING**

Section 36.1

The following employees will receive a uniform of clothes to be worn while on duty:

<u>DEPARTMENT</u>	<u>JOB CLASSIFICATION</u>
Cemetery Laborer II Laborer III Equipment Operator	Laborer I
City Hall	Custodian Building Maintenance
Gas	Utility Person Stockroom/Dispatcher Retail Gas Controller Fitter/Maintenance Fitter Fitter in Charge
Equipment Operator General Mechanic	Corrosion Control Technician Customer Service Technician Engineering Technician Gas Leak Technician Measurement & Regulation Technician Crew Leader Welder Master Mechanic
Information Technology & Telecommunications	Communications Technician I Communications Technician II
Police	Property Room Manager Maintenance Worker I
Sanitation	Laborer I

	Laborer II Laborer III General Mechanic Master Mechanic Scalehouse Clerk Transfer Station Attendant
Transportation	Laborer I Laborer II Laborer III Equipment Operator I Equipment Operator II General Mechanic Sign Technician Sign Technician I Sign Technician II
Utilities Collection	Meter Reader Field Service Representative Electrician I
Water	Laborer I Laborer II Laborer III Janitor Customer Service Technician Line and Leak Technician Cross Connection Technician Operator Unclassified Operator/Maintenance – Unclassified Operator Maintenance I Operator Maintenance II Operator Maintenance III Equipment Operator General Mechanic Master Mechanic Operator I, II, III Crew Leader (Distribution) Laboratory Technician Geographic Information Technician/Drafter Instrument Technician
Water Pollution Control	Chief Operator Maintenance Mechanic I, II, III Operator Unclassified Operator I, II, III

Laboratory Technician I, II
Pre-Treatment Coordinator

Employees shall wear their uniforms as prescribed by the Service Director. Employees shall not wear or display any item other than those prescribed by the Service Director. The City shall provide any item of clothing it requires employees to wear.

Employer will furnish foul weather gear to employees when required to work outdoors. This will consist of rain gear, gloves, insulated jackets, insulated bibs or coveralls and over boots.

**ARTICLE 37
WORK RULES**

Section 37.1

- 1) The City has the right to promulgate reasonable work rules to regulate employees' conduct. Written work rules will be provided to the Union stewards. The Union President and department steward will also be given reasonable notice prior to the implementation of any work rule or an amendment to an existing work rule. Work rules shall not be enforced against employees arbitrarily, but AFSCME recognizes that work rules and practices may vary between departments and between shifts.

Section 37.2

- 1) All new employees shall be provided with a copy of any written work rule. The City will provide proper orientation training to employees during their probationary period.

**ARTICLE 38
JURY DUTY**

Section 38.1

- 1) An employee called for jury duty by a federal, state or municipal court in Ohio or who is subpoenaed to testify on a job-related matter by the Employer before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated at his regular rate of pay.

Section 38.2

- 1) To be eligible for jury duty or witness pay, an employee shall notify his supervisor in advance. The employee shall remit a certificate showing evidence that he appeared and served as mentioned above.

Section 38.3

- 1) If an employee receives approved Jury Duty leave in accordance with this Article, and also receives payment from the respective Court for Jury Duty Service, the employee shall reimburse or transfer that payment to the City.
- 2) An employee is entitled to retain any Court reimbursement or payments by the Court for mileage, food and other miscellaneous expenses incurred in performance of jury service.

Section 38.4

- 1) If the employee is released from jury duty or witness duty within four (4) hours from the end of the work day, the employee shall return to work.

Section 38.5

- 1) An employee shall not receive pay under this Article for a case in which he is a party, unless he is a defendant in an action that arises out of the performance of his job duties.

**ARTICLE 39
BULLETIN BOARDS**

Section 39.1

- 1) The City will provide one official bulletin board for each department that shall be locked under glass. The department head and Union steward in each department shall be the only individuals that will have access to the bulletin board. The bulletin board shall be for lawful Union related purposes only.

**ARTICLE 40
MILITARY LEAVE/PAY**

Section 40.1

- 1) Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the armed forces of the United States are eligible for military leave of absence from their duties for such time as they are in the military service on field training or active duty for a period not to exceed twenty-two (22) eight hour work days in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours.

Section 40.2

- 1) Employees are required to submit to the City an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

Section 40.3

- 1) This article shall conform to O.R.C. 5923.05 and any amendments there to.

**ARTICLE 41
TRAINING**

Section 41.1

- 1) Employees who are required by the City to attend training shall normally only have to work eight hours that day and hours in training are considered hours of work.

**ARTICLE 42
SERVICE DEPARTMENT EMERGENCY DUTY**

Section 42.1

- 1) All qualified personnel shall be on a rotating emergency duty schedule established by their department supervisor.

Section 42.2

- 1) An employee who is listed on the emergency duty schedule can obtain an alternate qualified employee to work in his place subject to the approval of the department supervisor.

Section 42.3

- 1) An employee shall receive special compensation while on emergency duty in excess of overtime pay. Employees shall be compensated a minimum of one (1) hour when the employee responds to an emergency call. If the employee responds to a second call while still on the first call they shall be paid overtime for time worked over the first hour. Responding to a second separate call will result in a minimum of one-hour overtime being paid.

Section 42.4

- 1) Special Compensation:
 - (a) Eight (8) hours at time and one-half (1 ½) for being on emergency duty for one (1) week (seven day period)

Section 42.5 Holiday Pay

- 1) If a holiday falls in a week which the employee has been scheduled to work on emergency duty, said employee shall receive additional compensation of four (4) hours at time and one-half (1½).

**ARTICLE 43
SEVERABILITY**

Section 43.1

- 1) In the event a court renders any provision of this Agreement illegal under federal, state or local law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties shall meet within thirty (30) days to negotiate over the issue.

**ARTICLE 44
WORKING OUT OF CLASSIFICATION**

Section 44.1

- 1) If a department head assigns an employee from one classification to substitute for another employee in a different classification, he shall be paid the rate in that classification for all hours worked, but no less than his regular rate of pay. These assignments must be for a specific time period but no more than ninety (90) days per assignment without union and management agreement.

Section 44.2

- 1) "Substitute" means the employee has been relieved of his present job duties and has been assigned responsibility for and is expected to perform most of the job duties in the different classification. This section does not prevent the city from assigning one person from one classification to assist a person or to perform part of the work in another classification.

Section 44.3

- 1) This section does not prevent the city from training employees in different classifications for a specified period of time.

**ARTICLE 45
DRUG TESTING**

Section 45.1

- 1) The City is committed to assist employees who abuse alcohol, drugs and controlled substances.
- 2) The City's program is to identify employees who are on duty, (lunch and breaks), in a condition unfit for the safe and efficient performance of their job due to impairment by alcohol or controlled substances. Such employees are required to submit to urinalysis and confirmatory blood testing if the urinalysis test is positive. The City believes this program is necessary in order to eliminate the abuse problem, and to assist and to protect all employees and the public.

Section 45.2

- 1) The Union also recognizes the need to address problems associated with having impaired individuals in the work force. The Union is further concerned that a testing program does not infringe on employee's privacy or other constitutionally guaranteed rights, and that any testing or discipline which is implemented is neither arbitrary, discriminatory nor excessive. The City shares these concerns.

Section 45.3

- 1) The City and the Union have a mutual obligation to protect the work force and the public from the actions of employees impaired by alcohol, drugs or controlled substances. The City and the Union, therefore, have agreed to common elements that will shape and guide the parties' commitment to provide a drug/alcohol-free workplace.

Section 45.4

- 1) The drug-free workplace policy shall be developed, implemented and administered by the City.

Section 45.5

- 1) The Service Director or the Mayor may order any employee to undergo a drug screening test (and urine samples) whenever there is reasonable suspicion to believe an employee has used or is under the influence of illicit drugs or controlled substances. Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts indicating that a particular employee in question has used or is under the influence of illicit drugs or controlled substances. At least one witness shall observe the employee's behavior.

Section 45.6

- 1) The Service Director or the Mayor may order any employee to undergo an alcohol screening test (and urine samples) whenever there is reasonable suspicion to believe an employee has used or is under the influence of alcohol during his regular scheduled work time (lunch and breaks). Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts indicating that a particular employee in question has used or is under the influence of alcohol on the job. At least one witness shall observe the employee's behavior.

Section 45.7

- 1) Employees shall have the right to consult with a Union representative. The Union is entitled to a copy of the written documentation, and a Union representative may accompany the employee to the drug test site.

Section 45.8

- 1) No employee will be tested against his will. An employee who refuses to submit to a properly ordered drug test may be subject to disciplinary charges for insubordination.

Section 45.9

- 1) If the tests are positive, indicating that the employee has used illicit drugs or controlled substances or is under the influence of alcohol, the City shall order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment pursuant to the City Policy. The City may also suspend the employee without a loss of pay before the time the confirmatory test results are complete.

Confirmatory test results shall be made by the certified medical professional or the institution outlined in the City Policy.

Section 45.10

- 1) An employee has the right to submit information to explain the reason(s) for a positive test. An employee also has the right to request and pay for a confirmatory test of the original sample at the employee's own expense within five (5) working days after notice of the positive test result.

Section 45.11

- 1) Reasonable chain of custody procedures will be those outlined in the City Policy. (Attached to final contract).

Section 45.12

- 1) Drugs to be tested are outlined in the City policy.

Section 45.13

- 1) If the screening test and confirmatory test are positive, the City may discipline the employee up to and including discharge. An employee who notifies the department before he is identified as having been under the influence of drugs, alcohol or other controlled substances, shall be required to participate in a rehabilitation or detoxification program for up to six (6) months. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of rehabilitation or detoxification program. Upon completion of such program, if a retest demonstrates that the employee is no longer using drugs or alcohol, the employee shall return to an available position for which he is qualified. Such employee may be subject to periodic retesting for drugs and alcohol upon his return to his position for a period of one (1) year.

Section 45.14

- 1) If an employee: 1) refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification; 2) fails to complete a program of rehabilitation or detoxification; 3) tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification; or 4) for other good cause such employee shall be subject to disciplinary action up to and including discharge.

Section 45.15

- 1) All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

Section 45.16

- 1) The City shall pay for all drug and alcohol screening and confirmatory tests.

Section 45.17

- 1) The City shall educate employees, supervisors and managers regarding all elements of the drug-free workplace policy, and the various procedures involved.

ARTICLE 46
FAMILY AND MEDICAL LEAVE /AMERICAN DISABILITIES ACT (ADA)

Section 46.1

- 1) The City shall comply with and offer to employees all applicable leaves as set forth in the Family and Medical Leave Act of 1993.

Section 46.2

- 1) The parties agree to abide by the provisions of the American Disabilities Act (ADA) as outlined in the City's current policy dated September 8, 1999.

ARTICLE 47
LABOR MANAGEMENT COMMITTEE

Section 47.1

- 1) There shall be a Labor-Management Committee consisting of Union and Employer representatives who have an understanding of Interest Based Bargaining. The Committee shall have equal numbers of participants from both Union and Employer. The Committee shall meet on requests from either party to discuss matters of mutual concerns, but no party has the duty to agree to any suggestions. The Committee shall have the authority to make recommendations to the Union and Employer. The parties intend this Committee to be advisory only. Negotiations or collective bargaining over matters covered by the current contract shall not occur at these meetings. However, both parties shall meet in good faith with an obligation to attempt to solve problems in good faith.
- 2) The ECIP Team is recognized as a cooperative effort for union and management employees to work together to provide solutions to problems and to provide improved communication between the Union and Management. The ECIP Team shall not address contractual issues.
- 3) It has been agreed that the City and AFSCME shall form a joint committee to perform an equity study, City-wide. Job Descriptions will be reviewed and updated to reflect current essential functions of the position. A reasonable time line of six (6) months will be in effect, renewable with joint agreement by both parties. No departments will implement any pay range change until the study is complete and without approval of City Council, Administration and AFSCME Union.

ARTICLE 48
LAYOFFS – RECALL

Section 48.1 Layoff and Bumping

- 1) Whenever it becomes necessary due to lack of funds, lack of work or abolishment of positions to reduce the work force within a position classification within a department, all emergency, provisional, temporary, part-time, seasonal and probationary employees within the effected department shall be laid off first before any reduction is made in the permanent work forces. Permanent employees shall be laid off in order of their classification seniority within the affected classification. The employee having the least classification seniority within the affected classification within the department will be laid off first then continuing in like manner until the required reduction in work force has been accomplished. In the event an employee is laid off, he/she may receive payment for earned but unused vacation with his/her final check.
- 2) Each employee to be laid off shall be given advance written notice of the layoff by the appointing authority stating the reasons therefore. Such written notice shall be hand delivered to the employee at work or mailed certified mail to the last address on file with the appointing authority. If hand delivered, such notice shall be given at least fourteen (14) calendar days before layoff and the day of hand delivery shall be the first day of the fourteen (14) day period. If mailed, such notice shall be given seventeen (17) calendar days before layoff and the day of posting shall be the first day of the seventeen (17) day period.
- 3) In the event a layoff occurs, the affected employee(s) may bump employees in an equal or lower paying classification within the bargaining unit who have less overall seniority provided that the bumping employee has previously held the position of the employee he displaces. The employee intending to bump will provide notice to the City within five (5) days of receipt of the layoff notice. The employee who is bumped may then exercise his bumping rights, if any.
- 4) Employees may bump into positions in an equal or lower paying classification which they have not previously held, provided they have demonstrated the minimum qualification for the position. The employee is subject to the successful completion of One Hundred Fifty (150) calendar days probationary period in the new position. If the employee does not successfully complete the probationary period, he may be laid off.
- 5) Employees shall be eligible for promotional consideration or examinations during this probationary period.
- 6) During their term of office the president, vice-president, secretary-treasurer, recording secretary and (3) Executive Board members shall have top seniority and shall not be subject to any of the following:
 - (a) Layoff and recall

(b) Shift transfer

(c) Demotion for lack of work

Section 48.2 Layoff/Termination

- 1) An employee who is on layoff for a period of two (2) years is automatically terminated and loses all seniority.

Section 48.3 Recall order

- 1) Permanent employees who are on layoff (or who have bumped into a lower paying classification due to layoff) shall be recalled in reverse order of their layoff, within a position classification, with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.
- 2) Employees who are on layoff during their recall period shall be notified of all vacancies and shall be given first opportunity to fill such vacancies in an equal or lower pay grade from which they were laid off before other bargaining unit employees if they have demonstrated the minimum qualification for the position. If more than one laid off employee applies and demonstrated the minimum qualifications, the most senior employee shall receive the position. Any employee filling a position pursuant to this section shall serve a probationary period of one hundred fifty (150) days.

Section 48.4 Recall Notification

- 1) Each employee recalled from layoff shall be notified of the offer of recall by certified letter addressed to the last known address. Each such employee shall be allowed five (5) calendar days from the receipt of the letter to notify the appointing authority of his/her intent to return to work, and an additional fourteen (14) calendar days to return to active service, if employed; otherwise, five (5) calendar days to return to work if unemployed.
- 2) If the employee declines the offer of recall, the next employee on the recall list shall be notified in accordance with the above paragraph.
- 3) In the event of extenuating circumstance (e.g. illness, injury, absence from the City, or other good cause) preventing the employee from returning to work within the fourteen (14) day limit, the City may grant a reasonable extension, but not to exceed thirty (30) days.
- 4) For purposes of recall, it shall be the employee's responsibility to have a current address and phone number on file with the appointing authority.

Section 48.5 Recall Rights

- 1) An employee recalled to a job not within his position classification shall retain prior rights to recall to a vacancy within his position classification for two (2) years. If at any time during the two (2) years, an employee refuses a call to a job within his laid off position classification, he shall forfeit his prior seniority rights and his job seniority shall begin to accumulate as of the first day of employment in his new position classification and/or work unit.

**ARTICLE 49
HOURS OF WORK**

Section 49.1

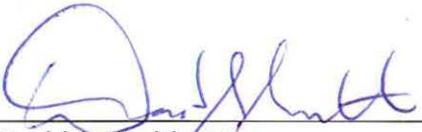
- 2) Full time city employees work a forty (40) hour work week/eight (8) hour day. Department specific work hours and scheduled lunch and break times, will continue as currently practiced.
- 3) The normal work shift shall consist of eight and one-half (8 ½) hours, which includes a one-half hour lunch period.
- 4) Employees required to remain on duty during their meal period shall be compensated for such time at the overtime rate of pay.

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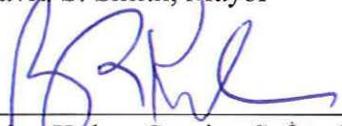
IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of January, 2015.

CITY OF LANCASTER

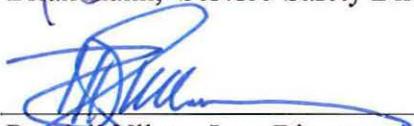
AFSCME, Council 8, Local 3427

By: 
David S. Smith, Mayor

By: 
President, AFSCME, Local 3427

By: 
Brian Kuhn, Service-Safety Dir.

By: 
Committee Member, AFSCME, Local 3427

By: 
Randall Ullom, Law Director

By: 
Representative, AFSCME, Ohio Council 8

**APPENDIX A
JOB CLASSIFICATIONS AND PAY RANGES**

DEPARTMENT	JOB CLASSIFICATION	PAY RANGE
Cemetery	Laborer I	5
	Laborer II	8
	Laborer III	10
	Equipment Operator	11
City Hall	Custodian	4
	Building Maintenance	8
Gas	Utility Person	7
	Stockroom/Dispatcher	8
	Retail Gas Controller	8
	Fitter/Maintenance	8
	Fitter	8
	Fitter in Charge	10
	Equipment Operator	11
	General Mechanic	11
	Corrosion Control Technician	12
	Customer Service Technician	12
	Engineering Technician	12
	Gas Leak Technician	12
	Measurement & Regulation Technician	12
	Crew Leader	13
	Welder	13
Master Mechanic	15	
Information Technology & Telecommunications	Communications Technician I	16
	Communications Technician II	17
Police	Clerk Typist	4
	Maintenance Worker I	6
	Property Room Manager	8
	Detective Bureau Assistant	8
Sanitation	Laborer I	5
	Laborer II	8
	Scalehouse Clerk	8
	Transfer Station Attendant	8
	Laborer III	10
	Master Mechanic	15

Transportation	Laborer I	5
	Laborer II	8
	Laborer III	10
	Equipment Operator I	11
	General Mechanic	11
	Sign Technician	12
	Equipment Operator II	12
	Sign Technician I	12
	Sign Technician II	14
	Master Mechanic	15
Utilities Collection	Customer Service Representative	5
	Senior Customer Service Representative	7
	Meter Reader	7
	Field Service Representative	8
	Electrician I	14
Water	Clerk Typist	4
	Janitor	5
	Laborer I	5
	Laborer II	8
	Laborer III	10
	Customer Service Technician	10
	Line and Leak Technician	10
	Operator/Maintenance – Unclassified	10
	Operator Unclassified	10
	Laboratory Technician	10
	Equipment Operator	11
	General Mechanic	11
	Operator/Maintenance I	11
	Operator I	11
	Operator/Maintenance II	12
	Operator II	12
	Operator/Maintenance III	13
	Geographic Information Technician/Drafter	13
	Operator III	13
	Cross Connection Technician	13
Crew Leader (Distribution)	14	
Master Mechanic	15	
Instrument Technician	15	
Water Pollution Control	Maintenance Mechanic I	5
	Maintenance Mechanic II	8
	Maintenance Mechanic III	11
	Operator Unclassified	10

Operator I	11
Laboratory Technician I	11
Operator II	12
Operator III	13
Laboratory Technician II	13
Chief Operator	15
Pre-Treatment Coordinator	15

APPENDIX B

**CITY OF LANCASTER
(2 PERCENT INCREASE OVER 2014)
EFFECTIVE PAYROLL ONE 2015**

RANGE	STARTING	AFTER ONE YEAR	AFTER TWO YEARS	AFTER THREE YEARS	AFTER FOUR YEARS
1	\$ 13.86 1,108.80 28,828.80	\$ 14.60 1,168.00 30,368.00	\$ 14.94 1,195.20 31,075.20	\$ 15.15 1,212.00 31,512.00	\$ 16.39 1,311.20 34,091.20
2	\$ 14.67 1,173.60 30,513.60	\$ 15.51 1,240.80 32,260.80	\$ 15.71 1,256.80 32,676.80	\$ 16.07 1,285.60 33,425.60	\$ 17.15 1,372.00 35,672.00
3	\$ 15.39 1,231.20 32,011.20	\$ 15.93 1,274.40 33,134.40	\$ 16.27 1,301.60 33,841.60	\$ 16.69 1,335.20 34,715.20	\$ 18.00 1,440.00 37,440.00
4	\$ 15.93 1,274.40 33,134.40	\$ 16.79 1,343.20 34,923.20	\$ 17.13 1,370.40 35,630.40	\$ 17.47 1,397.60 36,337.60	\$ 18.79 1,503.20 39,083.20
5	\$ 16.75 1,340.00 34,840.00	\$ 17.79 1,423.20 37,003.20	\$ 18.07 1,445.60 37,585.60	\$ 18.43 1,474.40 38,334.40	\$ 19.95 1,596.00 41,496.00
6	\$ 17.10 1,368.00 35,568.00	\$ 18.17 1,453.60 37,793.60	\$ 18.49 1,479.20 38,459.20	\$ 18.79 1,503.20 39,083.20	\$ 20.36 1,628.80 42,348.80
7	\$ 17.47 1,397.60 36,337.60	\$ 18.58 1,486.40 38,646.40	\$ 18.87 1,509.60 39,249.60	\$ 19.21 1,536.80 39,956.80	\$ 20.78 1,662.40 43,222.40
8	\$ 17.76 1,420.80 36,940.80	\$ 18.88 1,510.40 39,270.40	\$ 19.27 1,541.60 40,081.60	\$ 19.54 1,563.20 40,643.20	\$ 21.22 1,697.60 44,137.60
9	\$ 18.11 1,448.80 37,668.80	\$ 19.29 1,543.20 40,123.20	\$ 19.58 1,566.40 40,726.40	\$ 19.95 1,596.00 41,496.00	\$ 21.62 1,729.60 44,969.60
10	\$ 18.45 1,476.00 38,376.00	\$ 19.58 1,566.40 40,726.40	\$ 19.99 1,599.20 41,579.20	\$ 20.35 1,628.00 42,328.00	\$ 21.96 1,756.80 45,676.80
11	\$ 18.99 1,519.20 39,499.20	\$ 20.17 1,613.60 41,953.60	\$ 20.57 1,645.60 42,785.60	\$ 20.91 1,672.80 43,492.80	\$ 22.61 1,808.80 47,028.80
12	\$ 19.54 1,563.20 40,643.20	\$ 20.72 1,657.60 43,097.60	\$ 21.12 1,689.60 43,929.60	\$ 21.45 1,716.00 44,616.00	\$ 23.23 1,858.40 48,318.40
13	\$ 20.35 1,628.00 42,328.00	\$ 21.62 1,729.60 44,969.60	\$ 22.02 1,761.60 45,801.60	\$ 22.44 1,795.20 46,675.20	\$ 24.21 1,936.80 50,356.80
14	\$ 20.84 1,667.20 43,347.20	\$ 22.20 1,776.00 46,176.00	\$ 22.61 1,808.80 47,028.80	\$ 23.00 1,840.00 47,840.00	\$ 24.80 1,984.00 51,584.00
15	\$ 21.35 1,708.00 44,408.00	\$ 22.79 1,823.20 47,403.20	\$ 23.18 1,854.40 48,214.40	\$ 23.56 1,884.80 49,004.80	\$ 25.42 2,033.60 52,873.60
16	\$ 22.02 1,761.60 45,801.60	\$ 23.50 1,880.00 48,880.00	\$ 23.90 1,912.00 49,712.00	\$ 24.35 1,948.00 50,648.00	\$ 26.22 2,097.60 54,537.60
17	\$ 22.79 1,823.20 47,403.20	\$ 24.14 1,931.20 50,211.20	\$ 24.67 1,973.60 51,313.60	\$ 25.13 2,010.40 52,270.40	\$ 27.03 2,162.40 56,222.40
18	\$ 23.47 1,877.60 48,817.60	\$ 24.88 1,990.40 51,750.40	\$ 25.39 2,031.20 52,811.20	\$ 25.94 2,075.20 53,955.20	\$ 27.82 2,225.60 57,865.60
19	\$ 24.10 1,928.00 50,128.00	\$ 25.61 2,048.80 53,268.80	\$ 26.11 2,088.80 54,308.80	\$ 26.68 2,134.40 55,494.40	\$ 28.66 2,292.80 59,612.80

**CITY OF LANCASTER
(2 PERCENT INCREASE OVER 2015)
EFFECTIVE PAYROLL ONE 2016**

RANGE	STARTING	AFTER ONE YEAR	AFTER TWO YEARS	AFTER THREE YEARS	AFTER FOUR YEARS
1	\$ 14.14 1,131.20 29,411.20	\$ 14.89 1,191.20 30,971.20	\$ 15.24 1,219.20 31,699.20	\$ 15.45 1,236.00 32,136.00	\$ 16.72 1,337.60 34,777.60
2	\$ 14.96 1,196.80 31,116.80	\$ 15.82 1,265.60 32,905.60	\$ 16.02 1,281.60 33,321.60	\$ 16.39 1,311.20 34,091.20	\$ 17.49 1,399.20 36,379.20
3	\$ 15.70 1,256.00 32,656.00	\$ 16.25 1,300.00 33,800.00	\$ 16.60 1,328.00 34,528.00	\$ 17.02 1,361.60 35,401.60	\$ 18.36 1,468.80 38,188.80
4	\$ 16.25 1,300.00 33,800.00	\$ 17.13 1,370.40 35,630.40	\$ 17.47 1,397.60 36,337.60	\$ 17.82 1,425.60 37,065.60	\$ 19.17 1,533.60 39,873.60
5	\$ 17.09 1,367.20 35,547.20	\$ 18.15 1,452.00 37,752.00	\$ 18.43 1,474.40 38,334.40	\$ 18.80 1,504.00 39,104.00	\$ 20.35 1,628.00 42,328.00
6	\$ 17.44 1,395.20 36,275.20	\$ 18.53 1,482.40 38,542.40	\$ 18.86 1,508.80 39,228.80	\$ 19.17 1,533.60 39,873.60	\$ 20.77 1,661.60 43,201.60
7	\$ 17.82 1,425.60 37,065.60	\$ 18.95 1,516.00 39,416.00	\$ 19.25 1,540.00 40,040.00	\$ 19.59 1,567.20 40,747.20	\$ 21.20 1,696.00 44,096.00
8	\$ 18.12 1,449.60 37,689.60	\$ 19.26 1,540.80 40,060.80	\$ 19.66 1,572.80 40,892.80	\$ 19.93 1,594.40 41,454.40	\$ 21.64 1,731.20 45,011.20
9	\$ 18.47 1,477.60 38,417.60	\$ 19.68 1,574.40 40,934.40	\$ 19.97 1,597.60 41,537.60	\$ 20.35 1,628.00 42,328.00	\$ 22.05 1,764.00 45,864.00
10	\$ 18.82 1,505.60 39,145.60	\$ 19.97 1,597.60 41,537.60	\$ 20.39 1,631.20 42,411.20	\$ 20.76 1,660.80 43,180.80	\$ 22.40 1,792.00 46,592.00
11	\$ 19.37 1,549.60 40,289.60	\$ 20.57 1,645.60 42,785.60	\$ 20.98 1,678.40 43,638.40	\$ 21.33 1,706.40 44,366.40	\$ 23.06 1,844.80 47,964.80
12	\$ 19.93 1,594.40 41,454.40	\$ 21.13 1,690.40 43,950.40	\$ 21.54 1,723.20 44,803.20	\$ 21.88 1,750.40 45,510.40	\$ 23.69 1,895.20 49,275.20
13	\$ 20.76 1,660.80 43,180.80	\$ 22.05 1,764.00 45,864.00	\$ 22.46 1,796.80 46,716.80	\$ 22.89 1,831.20 47,611.20	\$ 24.69 1,975.20 51,355.20
14	\$ 21.26 1,700.80 44,220.80	\$ 22.64 1,811.20 47,091.20	\$ 23.06 1,844.80 47,964.80	\$ 23.46 1,876.80 48,796.80	\$ 25.30 2,024.00 52,624.00
15	\$ 21.78 1,742.40 45,302.40	\$ 23.25 1,860.00 48,360.00	\$ 23.64 1,891.20 49,171.20	\$ 24.03 1,922.40 49,982.40	\$ 25.93 2,074.40 53,934.40
16	\$ 22.46 1,796.80 46,716.80	\$ 23.97 1,917.60 49,857.60	\$ 24.38 1,950.40 50,710.40	\$ 24.84 1,987.20 51,667.20	\$ 26.74 2,139.20 55,619.20
17	\$ 23.25 1,860.00 48,360.00	\$ 24.62 1,969.60 51,209.60	\$ 25.16 2,012.80 52,332.80	\$ 25.63 2,050.40 53,310.40	\$ 27.57 2,205.60 57,345.60
18	\$ 23.94 1,915.20 49,795.20	\$ 25.38 2,030.40 52,790.40	\$ 25.90 2,072.00 53,872.00	\$ 26.46 2,116.80 55,036.80	\$ 28.38 2,270.40 59,030.40
19	\$ 24.58 1,966.40 51,126.40	\$ 26.12 2,089.60 54,329.60	\$ 26.63 2,130.40 55,390.40	\$ 27.21 2,176.80 56,596.80	\$ 29.23 2,338.40 60,798.40

CITY OF LANCASTER
(1.5 PERCENT INCREASE OVER 2016)
EFFECTIVE PAYROLL ONE 2017

RANGE	STARTING	AFTER ONE YEAR	AFTER TWO YEARS	AFTER THREE YEARS	AFTER FOUR YEARS
1	\$ 14.35 1,148.00 29,848.00	\$ 15.11 1,208.80 31,428.80	\$ 15.47 1,237.60 32,177.60	\$ 15.68 1,254.40 32,614.40	\$ 16.97 1,357.60 35,297.60
2	\$ 15.18 1,214.40 31,574.40	\$ 16.06 1,284.80 33,404.80	\$ 16.26 1,300.80 33,820.80	\$ 16.64 1,331.20 34,611.20	\$ 17.75 1,420.00 36,920.00
3	\$ 15.94 1,275.20 33,155.20	\$ 16.49 1,319.20 34,299.20	\$ 16.85 1,348.00 35,048.00	\$ 17.28 1,382.40 35,942.40	\$ 18.64 1,491.20 38,771.20
4	\$ 16.49 1,319.20 34,299.20	\$ 17.39 1,391.20 36,171.20	\$ 17.73 1,418.40 36,878.40	\$ 18.09 1,447.20 37,627.20	\$ 19.46 1,556.80 40,476.80
5	\$ 17.35 1,388.00 36,088.00	\$ 18.42 1,473.60 38,313.60	\$ 18.71 1,496.80 38,916.80	\$ 19.08 1,526.40 39,686.40	\$ 20.66 1,652.80 42,972.80
6	\$ 17.70 1,416.00 36,816.00	\$ 18.81 1,504.80 39,124.80	\$ 19.14 1,531.20 39,811.20	\$ 19.46 1,556.80 40,476.80	\$ 21.08 1,686.40 43,846.40
7	\$ 18.09 1,447.20 37,627.20	\$ 19.23 1,538.40 39,998.40	\$ 19.54 1,563.20 40,643.20	\$ 19.88 1,590.40 41,350.40	\$ 21.52 1,721.60 44,761.60
8	\$ 18.39 1,471.20 38,251.20	\$ 19.55 1,564.00 40,664.00	\$ 19.95 1,596.00 41,496.00	\$ 20.23 1,618.40 42,078.40	\$ 21.96 1,756.80 45,676.80
9	\$ 18.75 1,500.00 39,000.00	\$ 19.98 1,598.40 41,558.40	\$ 20.27 1,621.60 42,161.60	\$ 20.66 1,652.80 42,972.80	\$ 22.38 1,790.40 46,550.40
10	\$ 19.10 1,528.00 39,728.00	\$ 20.27 1,621.60 42,161.60	\$ 20.70 1,656.00 43,056.00	\$ 21.07 1,685.60 43,825.60	\$ 22.74 1,819.20 47,299.20
11	\$ 19.66 1,572.80 40,892.80	\$ 20.88 1,670.40 43,430.40	\$ 21.29 1,703.20 44,283.20	\$ 21.65 1,732.00 45,032.00	\$ 23.41 1,872.80 48,692.80
12	\$ 20.23 1,618.40 42,078.40	\$ 21.45 1,716.00 44,616.00	\$ 21.86 1,748.80 45,468.80	\$ 22.21 1,776.80 46,196.80	\$ 24.05 1,924.00 50,024.00
13	\$ 21.07 1,685.60 43,825.60	\$ 22.38 1,790.40 46,550.40	\$ 22.80 1,824.00 47,424.00	\$ 23.23 1,858.40 48,318.40	\$ 25.06 2,004.80 52,124.80
14	\$ 21.58 1,726.40 44,886.40	\$ 22.98 1,838.40 47,798.40	\$ 23.41 1,872.80 48,692.80	\$ 23.81 1,904.80 49,524.80	\$ 25.68 2,054.40 53,414.40
15	\$ 22.11 1,768.80 45,988.80	\$ 23.60 1,888.00 49,088.00	\$ 23.99 1,919.20 49,899.20	\$ 24.39 1,951.20 50,731.20	\$ 26.32 2,105.60 54,745.60
16	\$ 22.80 1,824.00 47,424.00	\$ 24.33 1,946.40 50,606.40	\$ 24.75 1,980.00 51,480.00	\$ 25.21 2,016.80 52,436.80	\$ 27.14 2,171.20 56,451.20
17	\$ 23.60 1,888.00 49,088.00	\$ 24.99 1,999.20 51,979.20	\$ 25.54 2,043.20 53,123.20	\$ 26.01 2,080.80 54,100.80	\$ 27.98 2,238.40 58,198.40
18	\$ 24.30 1,944.00 50,544.00	\$ 25.76 2,060.80 53,580.80	\$ 26.29 2,103.20 54,683.20	\$ 26.86 2,148.80 55,868.80	\$ 28.81 2,304.80 59,924.80
19	\$ 24.95 1,996.00 51,896.00	\$ 26.51 2,120.80 55,140.80	\$ 27.03 2,162.40 56,222.40	\$ 27.62 2,209.60 57,449.60	\$ 29.67 2,373.60 61,713.60

2015-2017 Final Agreement between City of Lancaster and AFSCME, Ohio Council 8, Local 3427

CITY OF LANCASTER (HIRED AFTER 1-1-12)
(2 PERCENT INCREASE OVER 2014)
EFFECTIVE PAYROLL ONE 2015

APPENDIX E

RANGE	STARTING	AFTER ONE YEAR	AFTER TWO YEARS	AFTER THREE YEARS	AFTER FOUR YEARS	AFTER FIVE YEARS	AFTER SIX YEARS	AFTER SEVEN YEARS
1	\$ 12.47 997.60 25,937.60	\$ 13.04 1,043.20 27,123.20	\$ 13.60 1,088.00 28,288.00	\$ 14.16 1,132.80 29,452.80	\$ 14.72 1,177.60 30,617.60	\$ 15.28 1,222.40 31,782.40	\$ 15.84 1,267.20 32,947.20	\$ 16.39 1,311.20 34,091.20
2	\$ 13.20 1,056.00 27,456.00	\$ 13.76 1,100.80 28,620.80	\$ 14.33 1,146.40 29,806.40	\$ 14.89 1,191.20 30,971.20	\$ 15.45 1,236.00 32,136.00	\$ 16.01 1,280.80 33,300.80	\$ 16.58 1,326.40 34,466.40	\$ 17.15 1,372.00 35,672.00
3	\$ 13.85 1,108.00 28,808.00	\$ 14.44 1,155.20 30,035.20	\$ 15.03 1,202.40 31,262.40	\$ 15.63 1,250.40 32,510.40	\$ 16.23 1,298.40 33,758.40	\$ 16.82 1,345.60 34,985.60	\$ 17.41 1,392.80 36,212.80	\$ 18.00 1,440.00 37,440.00
4	\$ 14.34 1,147.20 29,827.20	\$ 14.97 1,197.60 31,137.60	\$ 15.61 1,248.80 32,468.80	\$ 16.25 1,300.00 33,800.00	\$ 16.88 1,350.40 35,110.40	\$ 17.52 1,401.60 36,441.60	\$ 18.16 1,452.80 37,772.80	\$ 18.79 1,503.20 39,083.20
5	\$ 15.07 1,205.60 31,345.60	\$ 15.77 1,261.60 32,801.60	\$ 16.47 1,317.60 34,257.60	\$ 17.17 1,373.60 35,713.60	\$ 17.87 1,429.60 37,169.60	\$ 18.57 1,485.60 38,625.60	\$ 19.27 1,541.60 40,081.60	\$ 19.95 1,596.00 41,496.00
6	\$ 15.39 1,231.20 32,011.20	\$ 16.10 1,288.00 33,488.00	\$ 16.81 1,344.80 34,964.80	\$ 17.52 1,401.60 36,441.60	\$ 18.23 1,458.40 37,918.40	\$ 18.94 1,515.20 39,395.20	\$ 19.66 1,572.80 40,892.80	\$ 20.36 1,628.80 42,348.80
7	\$ 15.72 1,257.60 32,697.60	\$ 16.44 1,315.20 34,195.20	\$ 17.16 1,372.80 35,692.80	\$ 17.88 1,430.40 37,190.40	\$ 18.60 1,488.00 38,688.00	\$ 19.32 1,545.60 40,185.60	\$ 20.05 1,604.00 41,704.00	\$ 20.78 1,662.40 43,224.00
8	\$ 15.99 1,279.20 33,259.20	\$ 16.74 1,339.20 34,819.20	\$ 17.48 1,398.40 36,358.40	\$ 18.22 1,457.60 37,897.60	\$ 18.96 1,516.80 39,436.80	\$ 19.71 1,576.80 40,996.80	\$ 20.45 1,636.00 42,536.00	\$ 21.22 1,697.60 44,137.60
9	\$ 16.29 1,303.20 33,883.20	\$ 17.05 1,364.00 35,464.00	\$ 17.82 1,425.60 37,065.60	\$ 18.58 1,486.40 38,646.40	\$ 19.34 1,547.20 40,227.20	\$ 20.11 1,608.80 41,828.80	\$ 20.87 1,669.60 43,409.60	\$ 21.62 1,729.60 44,969.60
10	\$ 16.61 1,328.80 34,548.80	\$ 17.37 1,389.60 36,129.60	\$ 18.14 1,451.20 37,731.20	\$ 18.90 1,512.00 39,312.00	\$ 19.67 1,573.60 40,913.60	\$ 20.43 1,634.40 42,494.40	\$ 21.20 1,696.00 44,096.00	\$ 21.96 1,756.80 45,676.80
11	\$ 17.09 1,367.20 35,547.20	\$ 17.87 1,429.60 37,169.60	\$ 18.66 1,492.80 38,812.80	\$ 19.44 1,555.20 40,435.20	\$ 20.23 1,618.40 42,078.40	\$ 21.01 1,680.80 43,700.80	\$ 21.80 1,744.00 45,344.00	\$ 22.61 1,808.80 47,028.80
12	\$ 17.58 1,406.40 36,566.40	\$ 18.39 1,471.20 38,251.20	\$ 19.20 1,536.00 39,936.00	\$ 20.00 1,600.00 41,600.00	\$ 20.81 1,664.80 43,284.80	\$ 21.62 1,729.60 44,969.60	\$ 22.42 1,793.60 46,633.60	\$ 23.23 1,858.40 48,318.40
13	\$ 18.32 1,465.60 38,105.60	\$ 19.16 1,532.80 39,852.80	\$ 19.99 1,599.20 41,579.20	\$ 20.83 1,666.40 43,326.40	\$ 21.68 1,734.40 45,094.40	\$ 22.50 1,800.00 46,800.00	\$ 23.35 1,868.00 48,568.00	\$ 24.21 1,936.80 50,356.80
14	\$ 18.76 1,500.80 39,020.80	\$ 19.62 1,569.60 40,809.60	\$ 20.48 1,638.40 42,598.40	\$ 21.34 1,707.20 44,387.20	\$ 22.21 1,776.80 46,196.80	\$ 23.05 1,844.00 47,944.00	\$ 23.92 1,913.60 49,753.60	\$ 24.80 1,984.00 51,584.00
15	\$ 19.22 1,537.60 39,977.60	\$ 20.10 1,608.00 41,808.00	\$ 20.98 1,678.40 43,638.40	\$ 21.86 1,748.80 45,468.80	\$ 22.75 1,820.00 47,320.00	\$ 23.62 1,889.60 49,129.60	\$ 24.50 1,960.00 50,960.00	\$ 25.42 2,033.60 52,873.60
16	\$ 19.82 1,585.60 41,225.60	\$ 20.74 1,659.20 43,139.20	\$ 21.65 1,732.00 45,032.00	\$ 22.56 1,804.80 46,924.80	\$ 23.47 1,877.60 48,817.60	\$ 24.39 1,951.20 50,731.20	\$ 25.31 2,024.80 52,644.80	\$ 26.22 2,097.60 54,537.60
17	\$ 20.50 1,640.00 42,640.00	\$ 21.43 1,714.40 44,574.40	\$ 22.37 1,789.60 46,529.60	\$ 23.31 1,864.80 48,484.80	\$ 24.25 1,940.00 50,440.00	\$ 25.16 2,012.80 52,332.80	\$ 26.10 2,088.00 54,288.00	\$ 27.03 2,162.40 56,224.00
18	\$ 21.13 1,690.40 43,950.40	\$ 22.08 1,766.40 45,926.40	\$ 23.03 1,842.40 47,902.40	\$ 23.99 1,919.20 49,899.20	\$ 24.95 1,996.00 51,896.00	\$ 25.91 2,072.80 53,892.80	\$ 26.87 2,149.60 55,889.60	\$ 27.82 2,225.60 57,865.60
19	\$ 21.71 1,736.80 45,156.80	\$ 22.71 1,816.80 47,236.80	\$ 23.70 1,896.00 49,296.00	\$ 24.69 1,975.20 51,355.20	\$ 25.68 2,054.40 53,414.40	\$ 26.68 2,134.40 55,494.40	\$ 27.68 2,214.40 57,574.40	\$ 28.66 2,292.80 59,612.80

CITY OF LANCASTER (HIRED AFTER 1-1-12)
(2 PERCENT INCREASE OVER 2015)

EFFECTIVE PAYROLL ONE 2016

APPENDIX E

RANGE	STARTING	AFTER ONE YEAR	AFTER TWO YEARS	AFTER THREE YEARS	AFTER FOUR YEARS	AFTER FIVE YEARS	AFTER SIX YEARS	AFTER SEVEN YEARS
1	\$ 12.72 1,017.60 26,457.60	\$ 13.30 1,064.00 27,664.00	\$ 13.87 1,109.60 28,849.60	\$ 14.44 1,155.20 30,035.20	\$ 15.01 1,200.80 31,220.80	\$ 15.59 1,247.20 32,427.20	\$ 16.16 1,292.80 33,612.80	\$ 16.72 1,337.60 34,777.60
2	\$ 13.46 1,076.80 27,996.80	\$ 14.04 1,123.20 29,203.20	\$ 14.62 1,169.60 30,409.60	\$ 15.19 1,215.20 31,595.20	\$ 15.76 1,260.80 32,780.80	\$ 16.33 1,306.40 33,966.40	\$ 16.91 1,352.80 35,172.80	\$ 17.49 1,399.20 36,379.20
3	\$ 14.13 1,130.40 29,390.40	\$ 14.73 1,178.40 30,638.40	\$ 15.33 1,226.40 31,886.40	\$ 15.94 1,275.20 33,155.20	\$ 16.55 1,324.00 34,424.00	\$ 17.16 1,372.80 35,692.80	\$ 17.76 1,420.80 36,940.80	\$ 18.36 1,468.80 38,188.80
4	\$ 14.63 1,170.40 30,430.40	\$ 15.27 1,221.60 31,761.60	\$ 15.92 1,273.60 33,113.60	\$ 16.58 1,326.40 34,486.40	\$ 17.22 1,377.60 35,817.60	\$ 17.87 1,429.60 37,169.60	\$ 18.52 1,481.60 38,521.60	\$ 19.17 1,533.60 39,873.60
5	\$ 15.37 1,229.60 31,969.60	\$ 16.09 1,287.20 33,467.20	\$ 16.80 1,344.00 34,944.00	\$ 17.51 1,400.80 36,420.80	\$ 18.23 1,458.40 37,918.40	\$ 18.94 1,515.20 39,395.20	\$ 19.66 1,572.80 40,892.80	\$ 20.35 1,628.00 42,328.00
6	\$ 15.70 1,256.00 32,656.00	\$ 16.42 1,313.60 34,153.60	\$ 17.15 1,372.00 35,672.00	\$ 17.87 1,429.60 37,169.60	\$ 18.59 1,487.20 38,667.20	\$ 19.32 1,545.60 40,185.60	\$ 20.05 1,604.00 41,704.00	\$ 20.77 1,661.60 43,201.60
7	\$ 16.03 1,282.40 33,342.40	\$ 16.77 1,341.60 34,881.60	\$ 17.50 1,400.00 36,400.00	\$ 18.24 1,459.20 37,939.20	\$ 18.97 1,517.60 39,457.60	\$ 19.71 1,576.80 40,996.80	\$ 20.45 1,636.00 42,536.00	\$ 21.20 1,696.00 44,096.00
8	\$ 16.31 1,304.80 33,924.80	\$ 17.07 1,365.60 35,505.60	\$ 17.83 1,426.40 37,086.40	\$ 18.58 1,486.40 38,646.40	\$ 19.34 1,547.20 40,227.20	\$ 20.10 1,608.00 41,808.00	\$ 20.86 1,668.80 43,388.80	\$ 21.64 1,731.20 45,011.20
9	\$ 16.62 1,329.60 34,569.60	\$ 17.39 1,391.20 36,171.20	\$ 18.18 1,454.40 37,814.40	\$ 18.95 1,516.00 39,416.00	\$ 19.73 1,578.40 41,038.40	\$ 20.51 1,640.80 42,660.80	\$ 21.29 1,703.20 44,283.20	\$ 22.05 1,764.00 45,864.00
10	\$ 16.94 1,355.20 35,235.20	\$ 17.72 1,417.60 36,857.60	\$ 18.50 1,480.00 38,480.00	\$ 19.28 1,542.40 40,102.40	\$ 20.06 1,604.80 41,724.80	\$ 20.84 1,667.20 43,347.20	\$ 21.62 1,729.60 44,969.60	\$ 22.40 1,792.00 46,592.00
11	\$ 17.43 1,394.40 36,254.40	\$ 18.23 1,458.40 37,918.40	\$ 19.03 1,522.40 39,582.40	\$ 19.83 1,586.40 41,246.40	\$ 20.63 1,650.40 42,910.40	\$ 21.43 1,714.40 44,574.40	\$ 22.24 1,779.20 46,259.20	\$ 23.06 1,844.80 47,984.80
12	\$ 17.93 1,434.40 37,294.40	\$ 18.76 1,500.80 39,020.80	\$ 19.58 1,566.40 40,726.40	\$ 20.40 1,632.00 42,432.00	\$ 21.23 1,698.40 44,158.40	\$ 22.05 1,764.00 45,864.00	\$ 22.87 1,829.60 47,569.60	\$ 23.69 1,895.20 49,275.20
13	\$ 18.69 1,495.20 38,875.20	\$ 19.54 1,563.20 40,643.20	\$ 20.39 1,631.20 42,411.20	\$ 21.25 1,700.00 44,200.00	\$ 22.11 1,768.80 45,988.80	\$ 22.95 1,836.00 47,736.00	\$ 23.82 1,905.60 49,545.60	\$ 24.69 1,975.20 51,355.20
14	\$ 19.14 1,531.20 39,811.20	\$ 20.01 1,600.80 41,620.80	\$ 20.89 1,671.20 43,451.20	\$ 21.77 1,741.60 45,281.60	\$ 22.65 1,812.00 47,112.00	\$ 23.51 1,880.80 48,900.80	\$ 24.40 1,952.00 50,752.00	\$ 25.30 2,024.00 52,624.00
15	\$ 19.60 1,568.00 40,768.00	\$ 20.50 1,640.00 42,640.00	\$ 21.40 1,712.00 44,512.00	\$ 22.30 1,784.00 46,384.00	\$ 23.21 1,856.80 48,276.80	\$ 24.09 1,927.20 50,107.20	\$ 24.99 1,999.20 51,979.20	\$ 25.93 2,074.40 53,934.40
16	\$ 20.22 1,617.60 42,057.60	\$ 21.15 1,692.00 43,992.00	\$ 22.08 1,766.40 45,926.40	\$ 23.01 1,840.80 47,860.80	\$ 23.94 1,915.20 49,795.20	\$ 24.88 1,990.40 51,750.40	\$ 25.82 2,065.60 53,705.60	\$ 26.74 2,139.20 55,619.20
17	\$ 20.91 1,672.80 43,492.80	\$ 21.86 1,748.80 45,468.80	\$ 22.82 1,825.60 47,465.60	\$ 23.78 1,902.40 49,462.40	\$ 24.74 1,979.20 51,459.20	\$ 25.66 2,052.80 53,372.80	\$ 26.62 2,129.60 55,369.60	\$ 27.57 2,205.60 57,345.60
18	\$ 21.55 1,724.00 44,824.00	\$ 22.52 1,801.60 46,841.60	\$ 23.49 1,879.20 48,859.20	\$ 24.47 1,957.60 50,897.60	\$ 25.45 2,036.00 52,936.00	\$ 26.43 2,114.40 54,974.40	\$ 27.41 2,192.80 57,012.80	\$ 28.38 2,270.40 59,030.40
19	\$ 22.14 1,771.20 46,051.20	\$ 23.16 1,852.80 48,172.80	\$ 24.17 1,933.60 50,273.60	\$ 25.18 2,014.40 52,374.40	\$ 26.19 2,095.20 54,475.20	\$ 27.21 2,176.80 56,596.80	\$ 28.23 2,258.40 58,718.40	\$ 29.23 2,338.40 60,798.40

CITY OF LANCASTER (HIRED AFTER 1-1-12)
 (1.5 PERCENT INCREASE OVER 2016)
 EFFECTIVE PAYROLL ONE 2017

APPENDIX B

RANGE	STARTING	AFTER ONE YEAR	AFTER TWO YEARS	AFTER THREE YEARS	AFTER FOUR YEARS	AFTER FIVE YEARS	AFTER SIX YEARS	AFTER SEVEN YEARS
1	\$ 12.91 1,032.80 26,852.80	\$ 13.50 1,080.00 28,080.00	\$ 14.08 1,126.40 29,286.40	\$ 14.66 1,172.80 30,492.80	\$ 15.24 1,219.20 31,699.20	\$ 15.82 1,265.60 32,905.60	\$ 16.40 1,312.00 34,112.00	\$ 16.97 1,357.60 35,297.60
2	\$ 13.66 1,092.80 28,412.80	\$ 14.25 1,140.00 29,640.00	\$ 14.84 1,187.20 30,867.20	\$ 15.42 1,233.60 32,073.60	\$ 16.00 1,280.00 33,280.00	\$ 16.57 1,325.60 34,465.60	\$ 17.16 1,372.80 35,692.80	\$ 17.75 1,420.00 36,920.00
3	\$ 14.34 1,147.20 29,827.20	\$ 14.95 1,196.00 31,096.00	\$ 15.56 1,244.80 32,364.80	\$ 16.18 1,294.40 33,654.40	\$ 16.80 1,344.00 34,944.00	\$ 17.42 1,393.60 36,233.60	\$ 18.03 1,442.40 37,502.40	\$ 18.64 1,491.20 38,771.20
4	\$ 14.85 1,188.00 30,888.00	\$ 15.50 1,240.00 32,240.00	\$ 16.16 1,292.80 33,612.80	\$ 16.83 1,346.40 35,006.40	\$ 17.48 1,398.40 36,358.40	\$ 18.14 1,451.20 37,731.20	\$ 18.80 1,504.00 39,104.00	\$ 19.46 1,556.80 40,476.80
5	\$ 15.60 1,248.00 32,448.00	\$ 16.33 1,306.40 33,966.40	\$ 17.05 1,364.00 35,464.00	\$ 17.77 1,421.60 36,981.60	\$ 18.50 1,480.00 38,480.00	\$ 19.22 1,537.60 39,977.60	\$ 19.95 1,596.00 41,496.00	\$ 20.66 1,652.80 42,972.80
6	\$ 15.94 1,275.20 33,155.20	\$ 16.67 1,333.60 34,673.60	\$ 17.41 1,392.80 36,212.80	\$ 18.14 1,451.20 37,731.20	\$ 18.87 1,509.60 39,249.60	\$ 19.61 1,568.80 40,788.80	\$ 20.35 1,628.00 42,328.00	\$ 21.08 1,686.40 43,846.40
7	\$ 16.27 1,301.60 33,841.60	\$ 17.02 1,361.60 35,401.60	\$ 17.76 1,420.80 36,940.80	\$ 18.51 1,480.80 38,500.80	\$ 19.25 1,540.00 40,040.00	\$ 20.01 1,600.80 41,620.80	\$ 20.76 1,660.80 43,180.80	\$ 21.52 1,721.60 44,761.60
8	\$ 16.55 1,324.00 34,424.00	\$ 17.33 1,386.40 36,046.40	\$ 18.10 1,448.00 37,648.00	\$ 18.86 1,508.80 39,228.80	\$ 19.63 1,570.40 40,830.40	\$ 20.40 1,632.00 42,432.00	\$ 21.17 1,693.60 44,033.60	\$ 21.96 1,756.80 45,676.80
9	\$ 16.87 1,349.60 35,089.60	\$ 17.65 1,412.00 36,712.00	\$ 18.45 1,476.00 38,376.00	\$ 19.23 1,538.40 39,998.40	\$ 20.03 1,602.40 41,662.40	\$ 20.82 1,665.60 43,305.60	\$ 21.61 1,728.80 44,948.80	\$ 22.38 1,790.40 46,550.40
10	\$ 17.19 1,375.20 35,755.20	\$ 17.99 1,439.20 37,419.20	\$ 18.78 1,502.40 39,062.40	\$ 19.57 1,565.60 40,705.60	\$ 20.36 1,628.80 42,348.80	\$ 21.15 1,692.00 43,992.00	\$ 21.94 1,755.20 45,635.20	\$ 22.74 1,819.20 47,299.20
11	\$ 17.69 1,415.20 36,795.20	\$ 18.50 1,480.00 38,480.00	\$ 19.32 1,545.60 40,185.60	\$ 20.13 1,610.40 41,870.40	\$ 20.94 1,675.20 43,555.20	\$ 21.75 1,740.00 45,240.00	\$ 22.57 1,805.60 46,945.60	\$ 23.41 1,872.80 48,692.80
12	\$ 18.20 1,456.00 37,856.00	\$ 19.04 1,523.20 39,603.20	\$ 19.87 1,589.60 41,329.60	\$ 20.71 1,656.80 43,076.80	\$ 21.55 1,724.00 44,824.00	\$ 22.38 1,790.40 46,550.40	\$ 23.21 1,856.80 48,276.80	\$ 24.05 1,924.00 50,024.00
13	\$ 18.97 1,517.60 39,457.60	\$ 19.83 1,586.40 41,246.40	\$ 20.70 1,656.00 43,056.00	\$ 21.57 1,725.60 44,865.60	\$ 22.44 1,795.20 46,675.20	\$ 23.29 1,863.20 48,443.20	\$ 24.18 1,934.40 50,294.40	\$ 25.06 2,004.80 52,124.80
14	\$ 19.43 1,554.40 40,414.40	\$ 20.31 1,624.80 42,244.80	\$ 21.20 1,696.00 44,096.00	\$ 22.10 1,768.00 45,968.00	\$ 22.99 1,839.20 47,819.20	\$ 23.86 1,908.80 49,628.80	\$ 24.77 1,981.60 51,521.60	\$ 25.68 2,054.40 53,414.40
15	\$ 19.89 1,591.20 41,371.20	\$ 20.81 1,664.80 43,284.80	\$ 21.72 1,737.60 45,177.60	\$ 22.63 1,810.40 47,070.40	\$ 23.56 1,884.80 49,004.80	\$ 24.45 1,956.00 50,856.00	\$ 25.36 2,028.80 52,748.80	\$ 26.32 2,105.60 54,745.60
16	\$ 20.52 1,641.60 42,681.60	\$ 21.47 1,717.60 44,657.60	\$ 22.41 1,792.80 46,612.80	\$ 23.36 1,868.80 48,588.80	\$ 24.30 1,944.00 50,544.00	\$ 25.25 2,020.00 52,520.00	\$ 26.21 2,096.80 54,516.80	\$ 27.14 2,171.20 56,451.20
17	\$ 21.22 1,697.60 44,137.60	\$ 22.19 1,775.20 46,155.20	\$ 23.16 1,852.80 48,172.80	\$ 24.14 1,931.20 50,211.20	\$ 25.11 2,008.80 52,228.80	\$ 26.04 2,083.20 54,163.20	\$ 27.02 2,161.60 56,201.60	\$ 27.98 2,238.40 58,198.40
18	\$ 21.87 1,749.60 45,489.60	\$ 22.86 1,828.80 47,548.80	\$ 23.84 1,907.20 49,587.20	\$ 24.84 1,987.20 51,667.20	\$ 25.83 2,066.40 53,726.40	\$ 26.83 2,146.40 55,806.40	\$ 27.82 2,225.60 57,865.60	\$ 28.81 2,304.80 59,924.80
19	\$ 22.47 1,797.60 46,737.60	\$ 23.51 1,880.80 48,900.80	\$ 24.53 1,962.40 51,022.40	\$ 25.56 2,044.80 53,164.80	\$ 26.58 2,126.40 55,286.40	\$ 27.62 2,209.60 57,449.60	\$ 28.65 2,292.00 59,592.00	\$ 29.67 2,373.60 61,713.60