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**MASTER CONTRACT BETWEEN**

**THE CITY OF JACKSON, OHIO**

**AND**

**THE CITY OF JACKSON, OHIO EMPLOYEES, LOCAL #3619**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO**

**SEPTEMBER 1, 2016 through AUGUST 31, 2019**

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## **ARTICLE 1      AGREEMENT/PURPOSE**

SECTION 1. This Agreement is made between the City of Jackson, hereinafter referred to as the "City" and Local #3619 and Ohio Council 8, AFSCME, AFL-CIO, hereinafter referred to as the "Union". The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit as provided herein. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of terms and conditions of their employment of all differences between the parties, subject to the applicable laws of the United States, the State of Ohio and the City of Jackson.

## **ARTICLE 2      RECOGNITION**

SECTION 1. The Union is recognized as the sole and exclusive representative for all employees of the City in the bargaining unit for the purpose of establishing rates of pay, hours and other conditions of employment in the bargaining unit.

Inclusion: Administrative Assistant, Administrative Secretary, Billing/Assistant Utility Superintendent, Deputy Auditor, GAAP Coordinator/Assistant Deputy Auditor, Chief Plant Operator/Sewer/Water, 1<sup>st</sup> Lineman Crewleader, Equipment Operator, Garbage Truck Driver/Loader, Janitor, Lab Technician I, Lab Technician II, Laborer, 2<sup>nd</sup> Lineman, 3<sup>rd</sup> Lineman, 4<sup>th</sup> Lineman, Mechanic, Meter Reader/Maintenance Man, Payroll Clerk/Purchase Order Clerk, Pretreatment Coordinator, Probation Clerk, Secretary, Skilled Laborer, Tree Trimmer I, Tree Trimmer II, Utility Clerk, Sewer Plant Repairman, Water and Electric Service Person, Laborer/Truck Driver, Foreman.

The Union's exclusive bargaining unit shall include only the job classifications in Appendix A and the City shall not recognize any other Union as the representative for any employees within such classifications. All full-time employees will be assigned job classifications as set forth by Civil Service Regulations.

No employee shall lose any benefits as a result of this Agreement unless such benefits were specifically eliminated or modified during the negotiations which preceded this Agreement.

## **ARTICLE 3      DUES CHECK-OFF**

SECTION 1. The City will deduct regular monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature.

As a condition of employment in accordance with 4117.09 ORC, employees in the bargaining unit who are not Union members shall pay a fair share fee equal to Union dues.

Deductions under the previous paragraphs shall be made during the first pay period of each month, but if an employee's pay for this period is not sufficient to cover Union dues, the City will make a deduction from the pay earned during the next pay period.

All deductions under the previous paragraph, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Controller of Ohio Council 8, 6800 North High, Worthington, Ohio 43085-2512 no later than the fifteenth (15<sup>th</sup>) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the dispositions of all funds deducted. (The above named list shall include any changes such as additional members, elimination of dues deduction during any leaves of absence, transfers outside the bargaining unit and any termination resulting in dues not deducted.)

It is the obligation of each employee to keep the City advised of his/her current address, and for the purpose of this Agreement, the City may rely on that list, and address supplied by an employee.

The Union will indemnify and save the City harmless from any action growing out of deduction hereunder and commenced by an employee against the City (of the City and the Union jointly).

**SECTION 2. PEOPLE CHECK-OFF:** The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Moneys deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, PO Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

#### **ARTICLE 4           MANAGEMENT RIGHTS**

SECTION 1. The City shall have the right to manage the operations, control the premises, direct working forces and maintain efficiency of operation. The City's management rights include the right to hire, discipline and discharge for just cause, and promote, promulgate and enforce reasonable rules and regulations.

Disciplinary action shall be taken only with approval of the Mayor or Service Director or his designated representative.

Reorganization, discontinuation or enlargement of any department or division shall be under the discretion of the respective department head or service department.

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer. The above enumerated rights shall not abridge and shall be consistent with the provisions of this Agreement.

#### **ARTICLE 5           NON-DISCRIMINATION**

SECTION 1. Both the City and Union recognize their respective responsibilities under the Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitment, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, disability and political affiliation.

Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion of applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

#### **ARTICLE 6           UNION REPRESENTATION**

SECTION 1. The accredited representative of the Union shall be permitted to enter the City's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any employees or disrupt operation in any way unless expressly permitted by the City.

SECTION 2. The City recognizes the right of the Union to select stewards of the Union to act as the bargaining unit members' Union representative. One chief steward will be selected and the total number of stewards shall not exceed eight:

- a. Union representatives shall upon request and approval of their immediate supervisor, be allowed a reasonable time to attend to union business. Permission from supervisor should not be unreasonably withheld.
- b. Union representatives shall process grievances with proper regard for the City's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling.
- c. The Union shall furnish the City with a written list of Union representatives, and shall promptly notify the City in writing of any changes therein.

SECTION 3. LABOR/MANAGEMENT MEETINGS. The City and the Union will meet no more often than necessary to discuss mutual concerns, resolve outstanding grievances, and program changes. The Union is entitled to the presence of the chief steward and any other steward(s) at such meetings. Meetings will be held during working hours. The Labor/Management Committee shall consist of three (3) members to be named by the Union President and three (3) members of the City to be named by the Service Director or his designated representative.

SECTION 4. The Local Union President or designee shall attend the general orientation session to familiarize new employees with the Union and basic information relating to the Union without loss of pay.

SECTION 5. Any employee selected by the Union to serve on a committee shall not suffer a loss in pay.

## **ARTICLE 7            INVESTIGATION AND DISCIPLINE PROCEDURE**

SECTION 1. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. If a member desires, he shall be given a reasonable opportunity to consult with a steward representative before being required to answer questions.

The Employer shall not require one employee to investigate another employee in the same bargaining unit.

If any of the procedures of these Articles are violated, such violations shall be subject to the grievance procedure.

When any complaint is made against a bargaining unit member and if after an investigation, there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and no further action will be taken.

Any member who is charged with violating the work rules will be provided access to transcripts, records, written statements, and tapes pertinent to the case at the same time he receives notification in writing of intended discipline. All members of the bargaining unit shall be obligated to cooperate in the investigation and shall not be subjected to administrative pressures not to cooperate in the investigation.

At the request of either party, interviews, or portions thereof, with a member conducted during the course of any inquiry will be taped (audio). Tapes can be made by either party. The bargaining unit member and/or his legal counsel or Union representative will be afforded the opportunity, upon written request directly to the Employer, to listen to and make personal notes regarding a tape made of his interview subsequent to that interview. If a transcript of the tape is made by the Employer, the member will be provided a copy of such transcript upon written request directly to the Employer.

The Employer will not use a polygraph machine or other mechanical or chemical means to investigate the truth of statements made by members without the written consent of the member.

Any complaints of violation of rules and regulations or of improper conduct that could not result in a criminal charge shall be filed by the complainant within thirty (30) days of the alleged occurrence. Any complaints filed after the thirty (30) day time limit shall be considered unfounded and the complainant shall be so advised. Notification to the bargaining unit member within thirty (30) days that an investigation is being conducted shall be sufficient to comply with this Section. Any person seeking to file a complaint against a bargaining unit member shall be required to state the complaint in writing. The Employer shall inform the complainant that any complaint, which is filed without any corroborative evidence, filed as harassment, and after investigation is found to have been fabricated shall be forwarded to the bargaining unit member and Union and the members shall have the right to seek appropriate legal remedies.

**SECTION 2. DISCIPLINE FOR CAUSE.** No bargaining unit member shall be reduced in pay or position, suspended, removed, or reprimanded, or disciplined in any manner except for just cause.

**SECTION 3. ACTIONS OF RECORD.** At any time an inquiry concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension,

reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.

**SECTION 4. PROGRESSIVE ACTION.** The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, will include at least an oral reprimand, a written reprimand, and a short term and then long term suspension for the same or related minor offenses prior to dismissal.

**SECTION 5. DURATION OF RECORDS.** All actions of record including documentation of oral reprimands, written reprimands or suspensions may be maintained in each member's personnel file throughout his period of employment with the exception that all records or written reprimands will be removed from all personnel files twenty-four (24) months after such were given, and all records of suspension will be removed from all departmental files forty-eight (48) months after such were given, if no further similar disciplinary action has occurred.

Disciplinary records so removed shall be given to the bargaining unit member, in any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from all departmental files and destroyed in the presence of the member. All records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in future disciplinary action or promotional considerations, and shall not be shared outside the department.

**SECTION 6. REVIEW OF PERSONNEL FILES.** Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer, and in the presence of the Employer or his designated representative. Except for supervisory and administrative personnel with a legitimate need to know, and except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, the Union in the course of grievance representation, a member's personnel file information will not be shared with anyone outside of the department except name, place of employment, date of employment, job classification and pay range. Additional specific information may be given upon the advance, written approval by the member involved, but such approval shall be limited to the specifically requested and approved data, and to the specific request made or member approval given. Any member may copy documents in his file. Wherein this language is in conflict with open records laws, open record laws will prevail.

**SECTION 7. INACCURATE DOCUMENTS.** If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the member's contentions, he shall either remove the faulty document or attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum's contents. If he does not concur with the contentions of the member he will attach the written memorandum to the document in the file without comment.

**SECTION 8. DISCOVERY.** Prior to any disciplinary action, discovery shall be granted to the charged employee and his designated representative. Upon written request the appointing authority will permit the employee to inspect and copy or photograph any of the following which are available to or within the possession, custody or control of the City and the existence of which is known or by the exercise of due diligence may become known to the Employer, as follows:

- a. Relevant written or recorded statements of the charged employee;
- b. Books, pages, documents, photographs, tangible objects, buildings or places, or copies or portions thereof, available to or within the possession, custody or control of the Employer, and which are material to the preparation of the charged employee's defense, or are intended for use by the Employer as evidence at the hearing, or were obtained from or belonging to the employee;
- c. Any results or reports of physical or mental examinations, and of scientific tests or experiments made in connection with the particular case, or copies thereof, available to or within the possession, control or custody of the Employer, the existence of which is known or by the exercise of due diligence may become known to the Employer;
- d. Written list of names and addresses of all witnesses whom the Employer intends to call at the hearing; or,
- e. All evidence known to the employee and/or Employer and material to either the truth of the allegations or punishment.

**SECTION 9. MISCELLANEOUS.** The Employer shall provide for an employee that is relieved of duty pending a discovery investigation to be entitled to full pay and benefits pending the investigation.

## **ARTICLE 8            GRIEVANCE PROCEDURE**

### **SECTION 1.**

- A. **GRIEVANCE POLICY.** The Employer and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured a prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.
- B. The term "grievance" shall mean an allegation that there has been a breach, improper application of this Agreement and/or misinterpretation of this contract or work rules.

- C. **DISCIPLINARY ACTION DEFINED.** For purposes of this Agreement, disciplinary action is any reduction in pay or position, removal, suspension, or written reprimand, or any other corrective action or violation of this contract. Written reprimands shall not be appealable to arbitration.
- D. **QUALIFICATIONS** A grievance may be initiated by the Union or an aggrieved bargaining unit member. The Union will make every reasonable effort to see that grievances it initiates affect more than one member of the bargaining unit.
- E. **ESTABLISHMENT OF GRIEVANCE REPRESENTATIVES.** The Union may designate not more than one (1) grievance representative for every ten bargaining unit members. The bargaining committee chairman may be the grievance chairman. The parties shall provide each other with a list of designated representatives for each step of the grievance procedure.
- F. **DUTIES OF THE GRIEVANCE CHAIRMAN.** The authorized functions of the grievance chairman, and a named alternate who shall serve as grievance chairman in the absence or unavailability of the grievance chairman, shall include the following:
1. Representing the member in investigating and processing grievances beginning at Step 2 of this procedure.
  2. Replacing a grievance representative who is absent or unavailable.
  3. General supervision and coordination of grievances in process on behalf of the Union, and of grievance representatives.
  4. Act as a liaison between the City's representatives and the Union, on matters concerning grievances and this procedure.

The grievance chairman shall be released from his normal duties, upon approval of his supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. The grievance chairman shall be allowed reasonable necessary time during his scheduled working hours to perform the aforementioned duties with the approval of his supervisor.

- G. **STEP ONE. IMMEDIATE SUPERVISOR.** A member having an individual grievance shall have seven (7) calendar days following the events or circumstances giving rise to the grievance or when the employee became aware of the occurrence giving rise to the

grievance to file a grievance with his/her immediate supervisor. A Union representative shall accompany the grievant at the Step One level.

If a supervisor grants a grievance at the Step 1 level, written acknowledgment of granting such grievance must be furnished to the Union and a Union representative shall be present during any discussion of granting the grievance. The immediate supervisor shall have seven (7) calendar days from the submission of the grievance, at the Step 1 level to respond in writing to the grievant and the Union. Before a grievance and proposed solution is placed in writing pursuant to Step 2, such grievance shall be screened by the Union President.

H. STEP TWO. DEPARTMENT HEAD.

1. Should the member/grievant not be satisfied with the answer in Step One within seven (7) calendar days thereafter the Union may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written responses of the prior step and any other pertinent documents, to the department head. The department head shall date the form, accurately showing the date his office received the form.
2. Within seven (7) calendar days of his receipt of grievance form, the department head or his designated representative for this purpose shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievance chairman. The grievance chairman may bring with him to the meeting the member/grievant and appropriate grievance representatives. The department head and the employee may bring any appropriate witnesses.
3. In the meeting called for at this Step, the department head or his representative designated for this purpose shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days of the meeting in this step the department head shall submit to the grievance chairman and the employee his written response to the grievance.

I. STEP THREE. SERVICE DIRECTOR.

1. Should the member/grievant not be satisfied with the answer in Step Two, within fourteen (14) calendar days thereafter the Union may appeal the grievance to Step Three by delivering a copy of the grievance form, containing the written responses at the prior steps and any other pertinent documents, to the office of the Service Director. Should the grievance originate at the third step, the grievant shall have fourteen (14) calendar days in which to initiate

(file) the grievance at this step. The Service Director shall date the form, accurately showing the date his office received the form.

2. Within fourteen (14) calendar days of his receipt of the grievance form, the Service Director shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievance chairman or individual processing his own grievance. The grievance chairman and the member/grievant may bring with him to the meeting the appropriate grievance representatives of the Union. The Service Director or Union may bring any appropriate witnesses.
3. In the meeting called for at this Step, the Service Director shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within fourteen (14) calendar days of the meeting of this step, the Service Director shall submit to the grievance chairman his written response to the grievance.

J. STEP FOUR. MEDIATION

If the grievance is not resolved at Step 3, the Union may refer the grievance to mediation by giving written notice and a request for a mediator to the Service Director and the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB) within fifteen work days of the date the answer was received at Step 3.

The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached and agreed by all parties shall be reduced to writing and shall be binding upon the grieving party, the Union and the Employer.

K. STEP FIVE. ARBITRATION.

1. If the Union is not satisfied with the answer in Step Three, within twenty-five (25) working days thereafter the Union may appeal to arbitration by serving a notice of intent to the Employer. If the grievance was appealed through the mediation process (Step 4), and the Union wishes to proceed to arbitration, the Union shall appeal to arbitration within twenty (20) working days after the mediation hearing.
2. Within fourteen (14) calendar days of receipt of intent to file under the grievance arbitration procedure, the Employer and the Union shall by joint letter, solicit nominations of seven (7) names of arbitrators to hear the case (from the Federal Mediation and Conciliation Service). The Employer and the Union shall select one (1) person to serve as the arbitrator. A date for arbitration shall be set as

soon as possible in accordance with the wishes of the Employer, the Union and the availability of the arbitrator.

3. The parties may be represented by their representatives or legal counsel. Any witnesses that are necessary may attend the arbitration hearing.

The arbitrator shall reduce his award to writing and state his reasons for reaching the decision. All decisions of the arbitrator shall be final and binding upon all parties participating. The arbitration fees shall be paid fully by the loser as determined by the Arbitrator.

- L. **TIME OFF FOR PRESENTING GRIEVANCES.** A member and his grievance representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of their respective supervisors. Grievance representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld. Grievants and grievance representatives shall not receive overtime pay to engage in grievance activities provided for herein.
- M. **TIME LIMITS.** The parties may mutually agree at any time to skip steps or extend the time limits. A grievance may be submitted at the level it originates from. Where time limits are not met in the grievance procedure, a decision in the grievance shall be presumed to be rendered against the person not meeting the time limit requirements and the grievance shall be granted in full to the party that has met the time limits.
- N. **REPRESENTATIVES IN MEETINGS.** In each step of the grievance procedure outlined in this Article, certain specific representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure it may be beneficial that other persons not specifically designated be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance.
- O. **GRIEVANCE FORM.** The Employer and the Union shall develop a grievance form. Such forms will be supplied by the Employer. The grievance form will be made available to the grievance representatives. The grievance form shall contain space for each party required to initiate action or to respond, to indicate the time limits for action, response

or decision. All entries on the form shall be dated. A grievance shall contain the following information:

A statement of the grievance and the facts upon which it is based.  
The alleged violation.  
The signature of the aggrieved employee.

The written response to a grievance shall contain at the least the following information:

An affirmation or denial of the facts upon which the grievance was based.  
The remedy or adjustment, if any, to be made.  
The signature of the appropriate Management Representative.

- P. CLASS GRIEVANCES. Class grievances may be initiated by the Union at Step Two of the grievance procedure, subject to the time limits of Step One.
- Q. Grievances regarding terminations shall be initiated by the Union at Step Three of the grievance procedure.

## **ARTICLE 9 LOCAL LABOR DISPUTES**

SECTION 1. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a lawful primary labor dispute, refuses to go through or work behind any lawful primary picket line or refuses to do work normally done by primary striking members of another union, except that the City shall not be required to pay the wages of any such employees, provided that in no case shall any employee refuse to do any work regardless of the existence of a lawful primary labor dispute, if, in the City's judgment, such a refusal would be detrimental to the public health and safety unless the City cannot reasonably provide for the personal safety of the employees.

Any alleged violation of the above paragraph is subject to immediate review at Step Three of the grievance procedure. (The Electric, Water, and Wastewater Departments are deemed to meet the Public Health and Safety Provisions.)

## **ARTICLE 10 PROBATIONARY PERIOD**

SECTION 1. New employees shall be on probation for a period of one hundred eighty (180) calendar days, and probationary employees shall have no recourse to the grievance procedure under this Agreement concerning disciplinary action.

If any employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provisions of the preceding paragraph.

## **ARTICLE 11 SENIORITY**

SECTION 1. Master Seniority shall be defined as the length of continuous service of full-time City employees, covered by this agreement, with the City. Seniority shall be measured in calendar days of employment with the City beginning with the employee's first day of employment. Part-time City employees shall have no seniority until they accept a full-time position; once they have completed their probationary period their seniority shall be prorated on a formula of days worked as part-time to a full-time forty (40) hour week.

SECTION 2. Department seniority shall be defined as the length of continuous service of full-time City Employees, covered by this Agreement within the Department beginning with the employee's first day of employment.

SECTION 3. An employee shall have no seniority for the probationary period provided in Article 10, but upon completion of the probationary period, seniority shall be retroactive to the date hired.

SECTION 4. The term "continuous service" as used in this Agreement shall be so construed that absence from employment due to illness, injury, approved leaves of absence, or layoffs by the City due to lack of work or funds, shall not cause a break in the meaning of the term "continuous" for the purpose of computing seniority.

SECTION 5. Seniority shall be lost (or terminated) when an employee:

- a. Quits.
- b. Is discharged for just cause.
- c. Is absent without leave for five (5) or more regular work days, unless proper excuse of the absence is shown or if no notice was given a reasonable answer for the failure to give notice.
- d. Fails to report to work when recalled from layoff within the fourteen (14) calendar days from the date on which the City sends the employee notice by registered mail to the employee's last known address as on the City's records.
- e. Laid-off without recall for more than two (2) years.

SECTION 6. The City shall provide the Union with a seniority list of all employees in the bargaining unit covered by this Agreement on a semiannual basis. The list shall contain the name, job classification, date of hire (if different), section, department and current address of each employee in the bargaining unit.

**ARTICLE 12 ESTABLISHMENT OF NEW POSITIONS OR NEW METHODS OF OPERATIONS**

SECTION 1. If a new job is established which has not been previously included in the bargaining unit or a current job is substantially changed, as defined in this Agreement, then the wage rate for such a job shall be determined by City Council. Before putting such rate into effect, the City shall meet with the Union to negotiate the rate for the position. In the event the parties are unable to agree upon a rate for the classification, the City may put the rate into effect without any further delay, and any such disagreement shall be resolved through the grievance procedure beginning at Step III.

**ARTICLE 13 ASSIGNMENT OF WORK, TEMPORARY TRANSFERS, TEMPORARY OCCUPANCY OF HIGHER POSITIONS**

SECTION 1. Seven (7) calendar days written notice will be given by the City to the affected employee, if transfers are deemed necessary, unless it is an emergency.

When an employee is temporarily transferred to another job:

- a. If the rate of pay for such job is lower than his regular rate, he shall receive his regular rate.
- b. If the rate of pay for such other job is higher than his regular rate, he shall receive an adjustment in pay commensurate with the work he is required to do on the higher job, payable at a minimum four (4) consecutive hours of work in the higher classification retroactive to the first hour.
- c. Temporary transfers and temporary occupancy will be based on master seniority and qualifications.

A seasonal employee is one that works a certain regular season or period of the year performing some work or activity limited to that season or period of the year not to exceed nineteen (19) consecutive weeks. The Employer agrees not to abuse the designations of seasonal status.

SECTION 2. A temporary position is defined as a position of two (2) or fewer calendar weeks. An exception is when an employee is temporarily transferred to a higher position where the position is open due to illness or any kind of authorized leave.

An employee temporarily transferred shall be assigned the corresponding job title (Appendix A) and rate of pay (Appendix B), whichever is greater. If a transfer is to replace a non bargaining unit position, pay shall be in accordance with this Article and such pay shall be the base rate of

the position filed. A temporary position shall be offered first to a person in the department that the job is normally assigned.

An employee may be temporarily transferred or stepped up into a position only after being authorized by management in writing.

## **ARTICLE 14 PROMOTION, TRANSFER AND JOB BIDDING**

**SECTION 1. VACANCY.** A vacancy is an opening in a permanent full-time or permanent part-time position within a specified bargaining unit covered by this Agreement which the City determines to fill.

**SECTION 2. POSTING.** All vacancies within the bargaining unit, that the City intends to fill shall be posted within seven (7) calendar days of the vacancy, in a conspicuous manner throughout the City. If the City does not intend to fill the vacancy, they must meet with the Union within seven (7) calendar days. Vacancy notices will list the deadline for application, pay, class title and shift where applicable, knowledge, abilities, skills and duties as specified by the job description, for that position. Vacancy notices shall be posted for at least seven (7) calendar days. When an error has been made on the posting, the posting shall be reposted for bid, for at least seven (7) calendar days. The vacancy shall be offered within the Department for a transfer before it is offered outside the Department.

**SECTION 3. BIDDING.** Employees shall file timely applications during the seven (7) calendar day posting period. An employee interested in the position should bid on it regardless of seniority. If an employee pulls his bid or does not work beyond fourteen (14) calendar days in the new position the position shall be filled with the next qualified senior person who bid without reposting.

**SECTION 4. SELECTION.** The City shall review the bids of the applicants. Interviews may be scheduled at the discretion of the City. The job shall be awarded within two (2) weeks from the end of the posting period (unless the bid goes to the outside). If the Employer cannot fill the position within two (2) weeks, it shall meet with the Union to explain why it needs additional time. The job shall be awarded to the employee applicant with most master seniority, meeting the minimum qualifications listed on the job descriptions posted. The order for selection shall be as follows: full-time, part-time, general public.

**SECTION 5.** An employee once accepting a new position shall have fourteen (14) calendar days to decide if he shall keep the position. If for some reason that he feels (a) he is not qualified for the new position, or (b) the job was not as expected, then he shall be allowed to fall back into his old position. In the event, the old position has been filled by another employee, this person shall be "bumped" by the person who previously occupied the position. In no case shall the City have the right to delete the old position during the fourteen (14)

calendar day period. Once an employee accepts the position that was bid on, he shall have no bidding rights without management's approval for a minimum of one (1) year.

SECTION 6. The Employer agrees to furnish the Union President with a copy of all posting and personnel actions upon completion or posting of such.

## **ARTICLE 15      LAY-OFF AND RECALL**

SECTION 1. Whenever it is necessary because of lack of work (including displacement because of discontinuance of operations and/or funds), employees shall be laid off in the following order:

- a.      Seasonal or part-time employees;
- b.      Employees who have not completed their probationary period;
- c.      Employees who have completed their probationary period, on the basis of master seniority.

SECTION 2. Before an actual layoff, the City and the Union will meet immediately for the purpose of attempting to find an available job with the city, in or out of the bargaining unit, which the affected employee is qualified to perform and if any such job is available the employee shall be given the option of accepting it rather than being laid off.

Employees with the greatest seniority will be allowed to take the layoff first.

SECTION 3. Employees shall be recalled in the reverse order of layoff. An employee on layoff will be given fourteen (14) calendar days notice by certified mail to his last known address (as shown on the City's records). A laid off employee will be recalled to the first available job posting which he is qualified to perform and thereafter will have a right to claim his original job position in the event it becomes available. Employees shall retain his rights to recall for two (2) years from the date of his layoff.

SECTION 4. In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation on the next scheduled pay period.

SECTION 5. CONSOLIDATION OR ELIMINATION OF JOBS Employees displaced by the elimination of jobs through consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or any other reasons shall be permitted to exercise their seniority rights to another job in the bargaining unit that his qualifications will permit. An employee shall have a thirty (30) calendar days trial period to determine if the employee wishes to remain in that position or accepts a layoff.

**ARTICLE 16 HOLIDAYS AND PERSONAL DAYS**

SECTION 1. All regular full-time employees shall be entitled to the below listed holidays with pay, and all regular part-time employees shall be paid for all regularly scheduled work hours falling on one of the below listed holidays:

New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving
Good Friday	½ day Christmas Eve
Memorial Day	Christmas Day
July Fourth	½ Day New Years Eve
Labor Day	Employee's Birthday

Employees are automatically entitled to any holiday given by the Mayor, Governor, or President in excess of the above listed holidays.

SECTION 2. All full-time employees are entitled to a maximum of forty hours personal time, granted by the City to be used in increments of not less than one (1) hour. A new employee if hired between January 1 and March 31, will be granted forty hours, April 1 and June 30, will be granted 30 hours, July 1 and September 30 will be granted 20 hours and from October 1 to November 30, will be granted 10 hours.

SECTION 3. To be entitled to holiday pay, an employee must be on active payroll (i.e., actually receives pay) on his last regular work day before and his first regular work day after the holiday unless absent because of illness, injury or funeral leave.

SECTION 4. If any of the listed holidays fall on a Sunday, the following Monday shall be observed as the holiday. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

SECTION 5. Those employees that work a work schedule other than a Monday through Friday schedule shall observe the holiday on the actual holiday day.

SECTION 6: The City will allow each employee to take the Birthday Holiday on the day of their birthday or any date after their birthday as long as the day off is taken before December 31. Birthday Holidays are an earned day off and cannot be saved into the next calendar year or converted to pay in lieu of taking the earned day off.

## **ARTICLE 17      VACATIONS**

**SECTION 1.** All regular full-time employees shall be granted the following vacation leave with pay each year based on their length of City Service as follows:

A full-time employee with 1 through 3 years of service shall accumulate vacation time at the rate of 3.077 hours per pay period. (80 Hours)

At the beginning of the 4<sup>th</sup> year through year number 5 of service, employees shall accumulate vacation time at the rate of 4.616 hours per pay period. (120 Hours)

At the beginning of the 6<sup>th</sup> year through year number 10 of service, employees shall accumulate vacation time at the rate of 6.154 hours per pay period. (160 Hours)

At the beginning of the 11<sup>th</sup> year through year number 20 of service, employees shall accumulate vacation time at the rate of 7.693 hours per pay period.  
(200 Hours)

At the beginning of the 21<sup>st</sup> year through the end of the employee's service, employees shall accumulate vacation time at the rate of 9.231 hours per pay period.  
(240 Hours)

Employees may take vacation in one day increments.

Vacation may be taken as accredited after first year of employment.

**SECTION 2.** Vacation days may be accumulated up to two (2) years.

**SECTION 3.** The City cannot cancel any scheduled vacation without consent of the employee. However, the City reserves the right to specify the time period in which vacation may be scheduled and may not be unreasonably denied.

**SECTION 4.** Vacation schedules shall be posted for selection in each department from January 1 to March 31 of each year. The senior employee will have preference. Employees will bid for vacation by seniority and will select up to two (2) weeks in one (1) week increments. After rotation of bid sheet is complete it shall go back through seniority rotation so that they can mark additional week(s) of their choosing. The employer will post vacations based solely on seniority no later than April 1 of each year.

Normally, no vacation of less than one (1) week may be authorized by employee's department head without reasonable notice. In such cases, at least twenty-four (24) hours notice must be given to the City.

One week vacation may be taken after thirty (30) days notice. In cases of emergency, the City may grant vacation of one (1) week or more to the employee.

SECTION 5. If a recognized holiday falls within an employee's vacation leave, the employee shall receive the holiday pay.

SECTION 6. Vacation is granted by the City to be used in increments of not less than one (1) hour. All employees must use at least eighty (80) hours of vacation per year. Employees may cash in accumulated vacation:

<u>Years of Service</u>	<u>Maximum Carryover</u>
1 through 3 years	160 hours
4 through 5 years	240 hours
6 through 10 years	320 hours
11 through 20 years	400 hours
21 and higher years	480 hours

SECTION 7. An employee wishing to cash in vacation shall inform the City's payroll department prior to reaching the above carryover amounts, this is payable on the first pay of the month.

SECTION 8. Upon termination of employment, the employee shall be paid for unused vacation at the final regular rate received by the employee.

## **ARTICLE 18 LEAVE OF ABSENCE**

SECTION 1. GENERAL: All leaves of absence (and any extension thereof) must be applied for and granted in writing on forms to be provided by the City. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City. When an employee returns to work after a leave of absence, he will be assigned to a position at the same current rate of pay if his former position is not vacant or no longer exists.

If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave by certified mail to the last known address, direct the employee to return to work and impose disciplinary action up to and including discharge. An employee who fails to return to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to loss of seniority under section seniority.

A leave of absence may not exceed one year in duration, except with the approval of the City Safety Service Director.

**SECTION 2. SICK LEAVE WITH PAY:** Regular full-time employees of the bargaining unit shall be credited with sick leave at the rate of 4.6 hours per 80 hours in pay status. There shall be no limit on cumulative sick leave.

- a. Paid sick leave shall be granted only for:
  - 1. Actual sickness or injury.
  - 2. Confinement by reason of quarantine.
  - 3. Serious illness of employee's immediate family. (See Section 9 for definition of immediate family.)
  - 4. Visit to a doctor or dentist for medical care.
- b. No paid sick leave shall be granted unless the City is notified of the sickness within one (1) hour after the employee's scheduled starting time in the first day of the absence on account of sickness. The hour notice will be waived if an employee is incapable of calling by providing proper documentation of his incapacity.
- c. A certificate from a physician must be provided for any sickness extending beyond three (3) days.
- d. On death or retirement, an employee must have a minimum of two (2) years service to receive all accumulated sick leave. In the case of death, the accumulation will be paid to the survivor or the estate.

**SECTION 3. SICK LEAVE WITHOUT PAY:** After an employee has exhausted his sick leave pay, he shall be granted a leave of absence without pay for a period not to exceed one (1) year because of personal illness or injury upon request supported by medical evidence satisfactory to the City if the employee has reported such illness or injury to his department head or immediate supervisor by no later than the second day of absence.

**SECTION 4. SICK LEAVE CONVERSION:**

- A. Employees with five (5) years of successive service with the City with 480 hours of accumulative sick leave shall be permitted to exchange 120 hours sick leave for vacation leave.
- B. Employees with an excess of 1,000 hours sick leave who opt not to exchange hours for vacation leave, shall receive payment for all hours over 1,000, the last pay of November payable in a separate payroll check if they so desire, otherwise no action will be taken.

**SECTION 5. PERSONAL LEAVE:** For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for good cause shown for a period not to exceed ninety (90) days. The granting of such leaves shall be based upon the

operational need of the employee's department, and shall only be granted by the City Service Director.

**SECTION 6. UNION LEAVE:** At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment.

**SECTION 7. MILITARY LEAVE:** An employee shall be granted an extended leave of absence without pay for the required military duty in accordance with the law. After discharge, he shall be restored to employment within the City, upon request, in accordance with State and Federal law.

Full-time employees of the City who are temporarily called to active duty (e.g., summer training) shall be granted a leave of absence for the duration of such duty for a period not to exceed fifteen (15) working days in any calendar year. However, an employee will receive only the difference between military pay and regular pay. He shall accumulate vacation and sick leave credit during the period of such leave.

Employees on military leave who thereafter return to employment with the City shall receive retirement credit for all time spent in active military service as may be sanctioned by state and federal law. Seniority shall continue to accumulate while an employee is on military leave.

**SECTION 8. JURY DUTY AND WITNESS LEAVE:** An employee serving on jury duty will be excused with pay for the time lost during his regular work week. Employees shall turn in all compensation upon completion of jury service to the Treasurer of the City of Jackson. However, an employee must return to work when excused from jury duty. Paid leave for any other court ordered requests, excluding personal business (i.e.: divorce or child support hearings, personal law suits etc.) directly relating to City employment shall be approved.

**SECTION 9. BEREAVEMENT LEAVE:** In the case of death in the employee's immediate family, three (3) days leave shall be granted for the funeral unless such funeral is greater than three hundred (300) miles from Jackson, in which case, five (5) days' leave with pay shall be granted and one (1) day of said leave is for attending the funeral. One (1) day with pay shall be granted for the funeral of any other relative. Special cases may be taken up with the Service Director. Such leave for the day of the funeral only is separate from, and shall not be charged to, any other form of leave. A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, grandparent, grandparent-in-law or grandchild and any person living within the household.

**SECTION 10. PARENTAL LEAVE:** An employee shall be entitled to a leave of absence of up to six (6) months to attend to a new child in the family (i.e., new born, newly adopted, etc.). Said leave shall be without pay; however, the Employer will continue the insurance coverage for the period of such leave.

**SECTION 11. FAMILY MEDICAL LEAVE.**

A. In accordance with the Family and Medical Leave Act of 1993 and amendments, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of sick leave for the following reasons:

- (1) to care for a newborn son or daughter;
- (2) for a placement of a son or daughter with the bargaining unit member for adoption or foster care;
- (3) to care for a seriously ill immediate family member;
- (4) because of their own serious health condition.

Entitlement to child care shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

Employees on FMLA leave shall be paid at the rate of 30% their normal rate of pay during any period of FMLA leave. Employees must request such leave, in writing, and in advance of taking the FMLA leave.

- B. Bargaining unit members must give the City at least a thirty (30) day notice, or as much notice as is practicable in foreseeable situations.
- C. Bargaining unit members must use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid combination.)
- D) Medical certification shall be required in cases where the employee is requesting leave for his/her ailment to substantiate leave for the reasons stated above with the City having the option of requiring second and third opinions. Medical certification shall include the following:
- (1) appropriate medical facts regarding the condition and the necessity for the leave; and
  - (2) a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

- E) Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Employer and the Union and provided all requirements have been satisfied.
  - (1) When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis the City may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.
  
- F) The Employer agrees to pay the full costs of health insurance during any leave taken under the FMLA. Employees will be obligated to reimburse the Employer for the employee's share of the premium when the employee returns from leave. An employee may pay his or her debt to the Employer in regular installments over a 12-week period. An employee who fails to reimburse the Employer by the end of the period may have his or her pay docked for the remaining money owed, up to a maximum of \$50.00 per week until the debt is paid. The Employer agrees that life insurance shall be continued during FMLA leave at no additional expense to the employee.
  
- G) For the purpose of this Article, the following definitions shall apply:
  - (1) "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
  
  - (2) "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per work week, or hours per work day, of a bargaining unit member.
  
  - (3) "Immediate Family" - as defined in Section 9.

#### SECTION 12: INJURY LEAVE.

- 1. Injury Leave - Any employee who is disabled because of an injury suffered on the job shall receive paid injury leave for absences due to the injury, which shall not be deducted from sick leave.
  
- 2. Injury leave shall not be available until after the disability has extended beyond three (3) working days. The first three (3) days of absence shall be charged to sick leave.

3. Injury leave shall be available during a period of forty-five (45) work days from the date of the injury or until returning to work either full-time or on light duty. After 45 working days from the date of injury, absence due to such injury shall be charged to sick leave, unless the Employer, at its sole discretion, may extend injury leave benefits beyond 45 work days for the employee.
4. An employee requesting leave shall upon request by the Employer submit to an examination by the Employer's physician who shall determine the extent of the disability.
5. Granting of injury leave is contingent upon the employee filing for Workers Compensation and reimbursing the Employer with benefits received for lost wages for any time for which paid injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave pay.
6. The Employer may offer a light duty assignment which will be accepted as long as the attending physician approves such light duty.
7. Any disputes regarding injury leave will be submitted to the grievance procedure at Step 3.

**SECTION 13: TRAINING AND DEVELOPMENT:** The Employer and the Union recognize the need for training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential.

**IN-SERVICE TRAINING:** Whenever employees are required to participate in in-service training programs, they shall be given time off from work with pay to attend such program, including any travel time needed. Any costs incurred in such training shall be paid by the Employer. Every reasonable effort shall be made to notify employees of training opportunities through available channels of communication.

**LEAVE FOR TRAINING/CONTINUING EDUCATION PROGRAMS:** The Employer may grant permanent employees paid leave during regular work hours to participate in non-agency training/continuing education programs which are directly related to the employee's work and will lead to the improvement of the employee's skills and job performance. Reasonable effort will be made to equitably distribute such training opportunities among employees.

**TRAINING RECORDS:** Upon completion of a training/continuing education program, the participant will forward a certificate or other appropriate recognition of course completion to the appropriate Agency designee for placement in the employee's personnel file.

If an employee attends a training session, then the employee shall receive pay for training and all travel time, plus mileage and per diem if applicable. Article 20 shall apply.

**OVERNIGHT STAYS.** Current practices regarding authorization for overnight stays shall continue. Overnight stay shall not be considered as travel time or hours worked. However, an employee required to spend two (2) or more consecutive days at a place other than his/her normal report-in location shall be granted travel time for one round trip.

**PERSONAL VEHICLE.** If the City requires the employee use his/her personal vehicle, the City shall reimburse the employee with a mileage allowance of no less than IRS maximum allowance.

**TRAVEL EXPENSE.** The City shall pay for all necessary lodging, travel expenses, meals, materials, etc., pursuant to the City's present policy for travel reimbursement.

**PER DIEM.** Employees shall receive fifteen (\$15.00) for meals for a day training and thirty-five (\$35.00) for training when an overnight stay is required.

**SECTION 14: PROFESSIONAL MEETINGS:** An employee shall be granted a leave of absence with pay when the City requires an employee to attend a professional meeting. If the meeting is offered in another city, and the employee finds it impractical to return to his home on a night-to-night schedule then he shall be reimbursed under Article 25.

**SECTION 15:** Employees are entitled to all rights afforded under the FMLA above the negotiated leaves. Employees shall use all paid leave first.

**SECTION 16: SICK LEAVE BANK -** Each employee who wishes to participate voluntarily in a sick leave bank may do so by donating up to a maximum of forty (40) hours per year each year into the leave bank. An employee who has exhausted his or her entitlement to paid leave under this Agreement and who is taking leave under the federal Family and Medical Leave Act (FMLA) to care for an ill family member or because of the employee's own illness may apply to the bank to withdraw up to 20 days per year of paid leave which may be substituted for any unpaid FMLA leave to which the employee is entitled. The Union shall establish a committee which shall administer the leave bank and determine which employees shall be allowed to draw from the bank and how much leave they will be allowed to withdraw.

**SECTION 17.** Wherein this Article comes in direct conflict with provisions of FMLA, the FMLA language shall prevail.

## **ARTICLE 19 HOURS OF WORK AND OVERTIME**

### **SECTION 1.**

A. The regular work week shall be from 12:01 am. Thursday to 12:00 midnight Wednesday and the normal straight time work week of employees will include five (5) days of eight (8) hours each.

B. **STREET AND ALLEY DEPARTMENT, ELECTRIC, CEMETERY, WATER DISTRIBUTION/WASTEWATER COLLECTION:**

Monday through Friday, 7:30 a.m. to 4:00 p.m., with a one hour lunch period, of which one-half (½) hour is unpaid.

**ADMINISTRATIVE SERVICES, AUDITORS OFFICE, UTILITIES DEPARTMENT:**

Monday through Friday, 8:00 a.m. to 4:30 p.m., with a one hour lunch period, of which one-half (½) hour is unpaid.

**GARBAGE:**

Monday through Friday, 6:30 a.m. to 2:00 p.m. (with no lunch period).

**WASTEWATER DEPARTMENT:**

1<sup>st</sup> Shift - 7:30 a.m. to 4:00 p.m., 2<sup>nd</sup> Shift - to be added at a later date per EPA guidelines, with a one hour lunch period, of which one-half (½) hour is unpaid.

**WATER DEPARTMENT:**

1<sup>st</sup> Shift - 6:00 a.m. to 2:30 p.m., 2<sup>nd</sup> Shift - 4:00 p.m. to 12:30 a.m.,  
Day Shift - 7:30 a.m. to 4:00 p.m., with a one hour lunch period, of which one-half (½) hour is unpaid.

C. Each department is entitled to two (2) 15 minutes breaks, one being during the first half of the shift and the second being during the second half of the shift.

D. ½ hour lunch will be paid only if you work a minimum of five (5) hours (6 hours for those who work a 10 hour shift).

E. Certain adjustments may be made in the hours of work described above in those cases where a reasonable accommodation is to be made under the American with Disabilities Act.

F. In the event it becomes necessary to change hours of lunch periods, Management shall have that right by giving proper notice (5 work days) to the effected employee.

## SECTION 2.

- A. One and one-half (1 ½) times the basic rate of pay will be paid for time in active pay status in excess of eight (8) hours in any twenty-four (24) hour period beginning at the time the individual employee commences work, or in excess of forty (40) hours per week, whichever overtime hours are the greater, but not for both. No employee shall be required to reduce his regularly scheduled working hours because of overtime worked if such regularly scheduled work is available.
  
- B. One and one-half (1 ½) times the basic rate of pay will be paid for all in active pay status in excess of ten (10) hours in any twenty-four (24) hour period beginning at the time the individual employee commences active pay status, or in excess of forty (40) hours per week, whichever overtime hours are the greater, but not for both. No employee shall be required to reduce his regularly scheduled working hours because of overtime worked if such regularly scheduled work is available.

SECTION 3. No employee shall be required to work in excess of sixteen (16) hours in any work day.

SECTION 4. If an employee reports for work without receiving notice prior to his scheduled starting time, and there is no work available at his regular job, he will be given four (4) hours pay his regular rate.

SECTION 5. Supervisors will act in supervisory capacity only and will not perform work of routine nature, except in cases of emergency, in training new employees, or in assisting other employees in training for the next higher job classification. Supervisors will not perform work so as to replace regular workmen or operators. All work orders to any employee or employees shall be given by supervision.

SECTION 6. When an employee is required to work on a holiday, they shall be paid time and one-half (1 ½) times their regular rate of pay in addition to the holiday pay for all hours worked on said holiday.

If an employee should work outside of his normal shift, or more than eight (8) or ten (10) hours (depending on shift), on a holiday the same shall receive double time (2 times) his regular rate of pay for all hours worked in addition to the above.

SECTION 7. All City employees will be paid every two (2) weeks. Mistakes made by the City in excess of fifty dollars (\$50) on payroll, shall be corrected within seven (7) calendar days, unless it is due to the employee failing to correct their final time sheets before they were signed by the employee and turned in, these will be corrected on the next scheduled pay day.

In the event a pay day falls on a holiday, employees shall be paid on the day before the holiday.

**SECTION 8. CALL-BACK PAY:** Whenever an employee is called to work non-scheduled overtime he shall be paid at least four (4) hours call-out pay at time and one-half (1 ½).

An employee called back to work to take care of an emergency may be required to work for the entire four (4) hour period by being assigned non-emergency work. The work will not be outside his normal work duties.

**SECTION 9. REPORT PAY:** Employees who report to work as scheduled and are then informed that they are not needed will receive four (4) hours pay.

**SECTION 10. COMPENSATORY TIME:** The employee may elect to accrue compensatory time off in lieu of cash overtime payment for hours in active pay status. Compensatory time off will be earned on a time and one-half (1 ½) basis. The maximum accrual of compensatory time shall be two hundred forty (240) hours. When the maximum hours of compensatory time accrual is rendered, payment for overtime work shall be made.

Any employee who has accrued compensatory time off and requests use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, or if such use is denied, the compensatory time requested shall be paid to the employee at his/her option.

Upon termination of employment, an employee shall be paid for unused compensatory time at the final regular rate received by the employee.

**SECTION 11. WASH-UP TIME:** Employees whose jobs require it will be permitted fifteen (15) minutes wash-up period before the end of the shift. Wash-Up Time is defined as time to clean equipment, vehicles, the employees themselves, etc. It is not intended to allow the employee to clock out 15 minutes early. The Labor-Management Committee may recommend to the City those positions which qualify for wash-up time.

**SECTION 12.** Any employee required to work vacation time shall be compensated at rate time and one-half (1 ½) in addition to regular vacation pay, or may choose to take other days off.

**SECTION 13: DEFINITION OF SCHEDULED/MANDATORY OVERTIME.** An employee has been given eight (8) working hours notice of being scheduled to work in overtime status. The employee shall be notified during normal working hours.

**SECTION 14. STAND-BY PAY:** Where a department requires that an employee be on stand-by status, such status shall be for seven (7) calendar days. Stand-by will begin each Thursday at start of normal first shift hours. Employees shall be compensated for stand-by status at a rate of twelve (12) hours per week at regular pay while on stand-by, or twelve (12) hours compensatory time. Employees will receive overtime at the time and one half (1½) over-time pay rate. Employees will receive a minimum of one (1) hour at time and one half (1½) for each call-out. Employees who are on call and required to work beyond the end of their normal shift shall be paid a minimum of one (1) hour over-time.

Stand-by status will be rotated among all eligible employees in the work unit.

**SECTION 15:**

- A. All employees are required to work overtime to accomplish the work for the City of Jackson when emergency issues arise, and call outs are required to accomplish the work being done.
- B. No employee will be required to work more than sixteen (16) hours continuously unless:
  - 1. An emergency situation or natural disaster exists; and/or
  - 2. The work will be completed within a short time beyond the sixteen (16) hour period.
- C. The junior bargaining unit member qualified to perform the work shall be required to work the overtime when all other senior bargaining unit members have declined to work the overtime

**ARTICLE 20 ROTATION OF OVERTIME OPPORTUNITIES**

**SECTION 1.** Whenever practical, the City will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime.

**SECTION 2.** Overtime lists will contain the employees' names and total overtime worked from 12:01 a.m. Thursday to 12:00 a.m. the following Wednesday. The Employer will post and update information at the end of each payroll in each department showing overtime worked by each employee. Overtime is to be equalized, in each department sub-classification and is to be offered to employees with the lowest number of hours.

**SECTION 3.** Overtime will be offered to the full-time non-probationary employees within the department, on the roster, who have the fewest aggregate hours worked and refused among those qualified to perform the work being assigned.

**SECTION 4.** Where there are errors in the distribution of overtime opportunities, the City will be given one opportunity to correct the error by granting to any member whose rights were violated the next opportunity for overtime within his or her overtime group.

SECTION 5. If an employee cannot be contacted, he shall be charged with the overtime hours offered.

SECTION 6. No employee will be considered for overtime for a non-emergency nature who is on vacation or holiday.

SECTION 7. No employee's regular schedule will be altered to avoid the payment of overtime without the consent of the employee

## **ARTICLE 21        HEALTH AND SAFETY**

SECTION 1. A joint Union-Employer Health and Safety Committee shall be established for the City. The Union shall select one (1) member representative from each department to serve on the committee for that facility with one (1) non-member representative selected by the Appointing Authority for each facility. The committee will meet not more frequently than monthly at a mutually satisfactory time to consider health and safety matters relating to members at the facility and will submit all recommendations in writing to the Mayor or his designated health and safety representative.

The Union representative serving on the committee will receive his or her regular rate of pay for the time spent in the meetings if held during his or her regularly scheduled hours of employment on the day of the meeting.

Highlights of monthly meetings will be posted on bulletin boards.

SECTION 2. Adequate first-aid equipment and training shall be provided at appropriate locations. Members shall be informed by the Employer as to who will administer first-aid.

SECTION 3. Members are responsible for reporting any unsafe conditions or practice and for properly using and caring for tools and equipment furnished by the Employer to the Union representative on the Health and Safety Committee.

SECTION 4. No member may be required to operate any unsafe equipment. If the Union believes the equipment to be unsafe and the employee is required to operate said equipment, the employee may file a protest which shall be heard by the Health and Safety Committee within 24 hours.

The decision of the Committee shall be forwarded immediately to the Safety Service Director. If a disagreement arises between the Committee and the Safety Service Director a qualified third party will inspect the equipment and make the final decision.

SECTION 5. All vehicles/equipment shall be equipped with a 2-way radio or hand held unit.

SECTION 6. Non-qualified employees shall receive proper training prior to operating equipment.

## **ARTICLE 22     INSURANCE**

### **SECTION 1.**

- A.     The Employer agrees to pay for term life insurance with a face value of forty thousand dollars (\$40,000.00) for each employee, at no cost to the employee. The Employer will select the carrier.
  
- B.     The City shall provide full coverage medical insurance to include Major Medical, Dental, Prescription Drug and Optical, and any other carrier selected by the City. The City will pay ninety-four percent (94%) and the employees shall pay six percent (6%) of the cost.
  
- C.     **INSURANCE BUY-OUT.** Any eligible full-time individual who opts not to be covered by the City's medical insurance, shall be compensated in the amount of \$4000.00 (four thousand dollars) payable the last pay of November. Such payment shall be prorated if the employee was not eligible for the entire year of premiums. To be eligible, you must show proof of other insurance coverage.
  
- D.     The insurance committee and the Employer shall meet to negotiate over insurance. The parties must settle the matter before January 1 of any year during this Contract period where it becomes necessary to initiate negotiations over insurance.
  
- E.     The City shall provide liability coverage for all City employees. Such liability coverage shall be applicable only to claims arising out of an act or omission of the employee while acting within the scope and course of his/her employment with the City.
  
- F.     **INSURANCE COMMITTEE** - The Union President shall choose one (1) representative from each department to comprise this committee. This committee shall meet with the City to review all insurance proposals.

**ARTICLE 23 MISCELLANEOUS**

**SECTION 1. BULLETIN BOARDS.** The City will provide bulletin boards for Union use in each department.

**SECTION 2. FOUL WEATHER GEAR.** Foul weather gear will be furnished to all employees required to work in inclement weather. Foul weather gear will consist of, but not be limited to the following:

- Raincoat
- Rain hat
- Rubber boots
- Rubber pants
- Gloves
- Other, as determined by the department head.

All items listed above will be replaced by the City on an as needed basis. At the time of replacement, the employee must exchange old gear for the new before receiving new gear.

**SECTION 3. SAFETY GEAR.** Safety gear will be provided to each employee and department on an as needed basis as outlined by any regulatory agency. At the time of replacement, the employee must exchange old gear for the new before receiving new gear.

**SECTION 4. OUTERWEAR/CLOTHING/WORK BOOTS -** The City shall provide at no cost to the employees seasonal uniforms, t-shirts, hats, coats, work boots and coveralls/bibs, as appropriate per department.

The above items will bear the City logo and be appropriate for the type of work performed (i.e. electric must be flame retardant)

The work boot selection shall be per the department's needs and various styles shall be offered to the employee. All items shall be replaced on an as needed basis. At the time of replacement, the employee must exchange old gear for the new before receiving new gear, except for boots.

**SECTION 5.** The City will provide all tools necessary to perform the maintenance work, except that mechanics, and maintenance personnel that are required to furnish their own tools, will supply and be responsible for their own tools. All personnel who are required to furnish their own tools will also receive \$500.00 per year tool allowance, but must show receipts of tool purchase. Any specialty tools needed to maintain the City equipment, will be furnished by the City, with the approval of the Department Head.

**SECTION 6. EQUIPMENT.** All equipment shall be given an annual inspection and repairs will be made when needed.

**SECTION 7. PERSONAL BELONGINGS.** The City shall reimburse a reasonable value for personal property worn by an employee if destroyed at any time while the employee is on duty. The above includes clothing, eye glasses and/or contact lenses, jewelry and watches.

**SECTION 8. WORK RULES.** The Employer agrees that existing work rules and directives shall be reduced to writing and provided to all covered members. The Employer agrees that new or revised work rules and directives shall be provided to the Union and, if requested by the Union, shall be discussed in a Labor/Management Meeting prior to implementation. Copies shall also be provided to members two (2) weeks in advance of their implementation. All work rules or directives must be applied and interpreted uniformly. Such rules or their application are subject to the grievance procedure.

**SECTION 9. MEDICAL EXAMS.** If the Employer requires the employee to have a complete medical physical each year as scheduled by the Employer, the Employer shall assume the responsibility for the payment of such examination. If the employee is covered by a Hospitalization Plan that provides for annual exams, the employee must utilize that option, if requested by the Employer, with the Employer paying any applicable charges not covered by the insurance plan.

**SECTION 10.** Upon termination of employment with more than five (5) years, but less than ten (10) years of service, the City shall pay, in cash, one-half (1/2) the value of all unused sick leave. Upon termination of employment with ten (10) or more years of service, the City shall pay, in cash, the value of all unused sick leave. The value shall be calculated at the employee's final rate of pay.

**SECTION 11.** The City shall provide the Union with job description/specification sheets for each position in the bargaining unit. All job descriptions will be recognized as job originally bid on. When a vacancy becomes available the City and the Union will review and agree on any changes that are necessary before the job is posted.

**SECTION 12.** The City will continue to pay for all initial membership fees and renewal fees for employees involved with associations pertaining to the employee's current position.

**ARTICLE 24 PART-TIME EMPLOYEES**

SECTION 1. For the purpose of this Agreement, part-time employees are employees hired to work thirty-two (32) hours a week or less. If a position reaches 1,664 hours within one calendar year, such position shall be posted as full time and in accordance with Article 14.

SECTION 2. Part-time employees are entitled to sick leave and eight (8) hours personal leave.

**ARTICLE 25 LONGEVITY/SHIFT DIFFERENTIAL**

SECTION 1. Effective September 1, 2010, the following longevity pay shall apply to all full-time employees:

<u>Years of Service</u>	<u>Rates of Longevity</u>
3 through 5 years	\$.20 per hour
6 through 7 years	\$.45 per hour
8 through 10 years	\$.75 per hour
11 through 15 years	\$1.15 per hour

At the start of the 16<sup>th</sup> year an additional \$.20 per hour shall be added for each year thereafter.

**SECTION 2. SHIFT DIFFERENTIAL.**

<u>Start time</u>	<u>Differential Pay</u>
4:00 PM - 12:00AM	\$0.30 per hour
12:00am-6:00pm	\$0.30 per hour

**ARTICLE 26 PAY SUPPLEMENTS**

SECTION 1. Employees of the Maintenance Garage Department are entitled to \$5,000 annually for an A.S.E. Master Technician Certificate to be paid the first pay in December.

SECTION 2. Any employee whose job requires a notary public certificate shall be compensated annually in the amount of \$300.00 (eligible positions are as follows: Administrative Services (Administrative Assistant), Auditor’s Office (Account Clerk I), Wastewater (Administrative Secretary) to be paid the first pay in December.

SECTION 3. The City shall pay to renew licenses/certificates and continue to pay for personnel to take required tests up to three (3) times per category. Afterwards, employees will pay for and use their own time to take tests.

SECTION 4. Pay supplements for Water, Wastewater and Distribution will be reflected in

Appendix B – Wages. All licenses and certificates must be valid and current to receive the below stated compensation.

SECTION 5. Any Wastewater Plant, Water Plant Department, Water Distribution/Sewer Collection Department employee who attains one (1) or more licenses related to their job description/duties and above the grade established for the position held, shall be compensated with a once per year payment of \$600.00 to be paid the first pay in December.

SECTION 6. When the incumbent currently in any position within the Wastewater Plant, Water Plant, Water Distribution/Sewer Collection Department vacates the position, the City of Jackson will have the right to re-establish the rate based on licenses required for the position.

## **ARTICLE 27      WAGES**

### **SECTION 1.**

The City shall provide a two percent (2%) or fifty cents (.50) per hour, whichever is greater, wage increase for all bargaining unit members effective August 31, 2016. The City shall provide a two percent (2%) or fifty cent (.50), whichever is greater, wage increase effective August 31, 2017, for all bargaining unit members. The City shall provide a two percent (2%) or fifty cent (.50) whichever is greater, wage increase effective August 31, 2018 for all bargaining unit members.

### **SECTION 2:**

Any new employees hired after August 31, 2016 will start at 85% of the rate for the position they are employed and after serving six (6) months of work in their position they shall be moved to 90% of the rate, at the completion of another six (6) months in their position they shall be moved to 95% of the rate for the position and after another six (6) months of work in their position they shall be moved to 100% of the rate for their position in Appendix B.

## **ARTICLE 28      TESTING CRITERIA**

SECTION 1. Testing will be utilized for minimum qualifications that need to be verified. All testing must meet all ADA standards. Any testing and evaluation process shall be consistent, applicable to the position and intended to verify the applicant possesses the minimum qualification to do the job. The administration shall determine the contents of the testing and evaluation in accordance with the above criteria.



## **APPENDIX A: JOB CLASSIFICATIONS**

The City and AFSCME have agreed to add classifications. The purpose of this Agreement is to define recognition of AFSCME in the deemed certified unit as amended. The current unit shall be defined as follows:

Accounting Clerk I  
Administrative Assistant  
Administrative Secretary  
Assistant Billing Clerk  
GAAP Coordinator/Assistant Deputy  
Auditor Billing/ Assistant Utility  
Superintendent Deputy Auditor  
Cemetery Working Foreman  
Chief Wastewater Plant  
Operator Chief Water Plant  
Operator Electric Working  
Foreman  
Distribution / Collection System Working Foreman  
Equipment Operator  
Facility Maintenance Man  
Flex Wastewater Plant Operator / Lab  
Tech Pretreatment Backup  
Flex Water Plant Operator  
Garbage Working Foreman  
Garbage Truck  
Driver/Loader Janitor  
Lab Technician  
I Lab  
Technician II  
Laborer  
Lineman  
Lineman A through  
Class D Line Working  
Foreman Maintenance  
Man Mechanic  
Meter Reader  
Part-Time Meter Reader  
Part-Time Utility Clerk  
Part-Time Utility Clerk / Meter Reader  
Pretreatment Coordinator  
Probation Clerk

Process Control Operator  
 Relief Water Plant Operator / Skilled Laborer (Maintenance)  
 Service Man, Utility Office  
 Skilled Laborer  
 Skilled Laborer (Maintenance)  
 Skilled Laborer (Rehab)  
 Street and Alley Working  
 Foreman Tree Trimmer /  
 Lineman Helper  
 Tree Trimmer / Lineman Helper Foreman  
 Utility Clerk  
 Utility Clerk / Meter Reader  
 Wastewater Plant Operator  
 Wastewater Plant Repairman  
 Water Plant Operator  
 Water Plant Repairman

Seasonal employees are those who work during a particular season and whose employment is for nineteen (19) weeks or less. Casual / temporary employees are those employed for less than 30 days without successive appointments.

**APPENDIX B: WAGES**

City Hall

TITLE	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
Administrative Assistant	18.51	19.01	19.51	20.01
Administrative Secretary	18.51	19.01	19.51	20.01
Janitor	18.66	19.16	19.66	20.16
Facility Maintenance Man	18.66	19.16	19.66	20.16
Probationary Clerk	14.41	14.91	15.41	15.91

Auditor's Office

TITLE	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
Deputy Auditor	22.82	23.32	23.82	24.32
Assistant Deputy Auditor	21.01	21.51	22.01	22.51
Accounting Clerk I	18.51	19.01	19.51	20.01

**Utility Department**

TITLE	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
Billing/Assistant Utility Sup.	19.66	20.16	20.66	21.16
Assistant Billing Clerk	18.51	19.01	19.51	20.01
Utility Clerk	18.51	19.01	19.51	20.01
Utility Clerk /Meter Reader	18.51	19.01	19.51	20.01
Part-Time Utility Clerk / Meter Reader	18.51	19.01	19.51	20.01
Meter Reader	18.51	19.01	19.51	20.01
Part-Time Meter Reader	18.51	19.01	19.51	20.01
Service Man	18.66	19.16	19.66	20.16

**Electric Department**

TITLE	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
Lineman/Working Foreman	30.70	31.31	31.94	32.58
Lineman A Class	29.15	29.73	30.33	30.93
Lineman B Class	25.00	25.50	26.01	26.53
Lineman C Class	24.15	24.65	25.15	25.65
Lineman D Class	20.66	21.16	21.66	22.16
Tree Trimmer/ Lineman Helper Foreman	21.84	22.34	22.84	23.34
Tree Trimmer/ Lineman Helper	20.66	21.16	21.66	22.16

**Recreation**

TITLE	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
Laborer	16.91	17.41	17.91	18.41

**Garbage Department**

TITLE	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
Working Foreman	19.66	20.16	20.66	21.16
Garbage Truck Drivers/Loaders	18.51	19.01	19.51	20.01

**Maintenance Garage**

TITLE	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
Mechanic	18.66	19.16	19.66	20.16

Street and Alley Department

TITLE	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
Working Foreman	19.66	20.16	20.66	21.16
Equipment Operator	18.51	19.01	19.51	20.01
Skilled Labor	18.51	19.01	19.51	20.01
Labor	17.48	17.98	18.48	18.98

Wastewater Plant

Title	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
<b>Chief Plant Operator- current employee</b>	24.08	24.59	25.08	25.58
<b>Class II</b>	24.69	25.19	25.69	26.20
<b>Class III - within 60 months + Lab</b>	25.94	26.46	26.99	27.53
<b>Process Control</b>				
<b>Class II</b>	21.01	21.51	22.01	22.51
<b>Class III - within 60 months + Lab 1</b>	22.26	22.76	23.26	23.76
<b>Plant Operator</b>	18.51			
<b>Entry Level</b>		19.01	19.51	20.01
<b>Class I - within 24 months</b>	19.76	20.26	20.76	21.26
<b>Class II - within 48 months+Lab1</b>	21.01	21.51	22.01	22.51
<b>Plant Repairman</b>				
<b>Entry Level</b>	18.66	19.16	19.66	20.16
<b>Class I - within 24 months</b>	19.90	20.40	20.90	21.40
<b>Class II - within 48 months + Lab 1</b>	21.15	21.65	22.15	22.65
<b>Lab Technician II</b>				
<b>Entry Level – Lab 1</b>	19.76	20.26	20.76	21.26
<b>Class I - within 48 months + Lab 1</b>	21.01	21.51	22.01	22.51
<b>Class II - within 72 months + Lab 3</b>	24.69	25.19	25.69	26.20
<b>Lab Technician I</b>				
<b>Entry Level</b>	17.59	18.09	18.59	19.09
<b>Class I - within 48 months + Lab 1</b>	18.84	19.34	19.84	20.34
<b>Pretreatment Coordinator</b>				
<b>Class I - Entry Level</b>	19.76	20.26	20.76	21.26
<b>Class II - within 48 months + Lab 1 + Pretreatment Inspector</b>	24.69	25.19	25.69	26.20

WWTP – cont'd

Title	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
<b>Skilled Laborer</b>				
Entry Level	18.51	19.01	19.51	20.01
Class I - within 48 months	19.13	19.63	20.13	20.63
<b>Administrative Secretary</b>				
Entry Level	18.51	19.01	19.51	20.01
Lab 1 - within 48 months	19.13	19.63	20.13	20.63
<b>Flex Wastewater Plant/Lab Tech &amp; Pretreatment Backup</b>				
Entry Level	18.51	19.01	19.51	20.01
Class I - within 24 months	19.76	20.26	20.76	21.26
Class II - within 48 months + Lab 1	21.01	21.51	22.01	22.51

Water Plant Department

Title	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
<b>Chief Plant Operator</b>				
Class II + Lab License	24.69	25.19	25.69	26.20
Class III - within 60 months w/Lab	25.94	26.46	26.99	27.53
*Current employee rate	25.52	26.03	26.55	27.08
<b>Plant Operator and Flex Plant Operator</b>				
Entry Level + Lab License	19.13	19.63	20.13	20.63
Class I - within 24 months w/Lab	19.76	20.26	20.76	21.26
Class II - within 48 months w/Lab	21.01	21.51	22.01	22.51
<b>Plant Repairman</b>				
Entry Level + Lab License	19.28	19.78	20.28	20.78
Class I - within 24 months w/Lab	19.90	20.40	20.90	21.40
Class II - within 48 months w/Lab	21.15	21.65	22.15	22.65
<b>Maintenance</b>				
Entry Level + Lab License	18.59	19.09	19.59	20.09
Class I - within 24 months w/Lab	19.22	19.72	20.22	20.72

**Water Distribution/ Sewer Collections**

Title	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
<b>Working Foreman</b>				
Entry Level	19.66	20.16	20.66	21.16
Class I WD or SC within 36 months	20.28	20.78	21.28	21.78
Class I WD and SC within 60 months	20.90	21.40	21.90	21.40
<b>Skilled Laborer</b>				
Entry Level	18.51	19.01	19.51	20.01
Employee rate w/ 1 license	19.13	19.63	20.13	20.63
Employee rate w/ 2 licenses	19.76	20.26	20.76	21.26
<b>Relief WTP OP/Skilled Laborer</b>				
Entry Level + Lab	19.13	19.63	20.13	20.63
Class I - within 36 months w/ Lab	19.76	20.26	20.76	21.26
Class II - within 60 months w/ Lab	20.38	20.88	21.38	21.88

**Cemetery**

TITLE	Current	9/1/16	9/1/17	9/1/18
		.50 or 2%	.50 or 2%	.50 or 2%
Working Foreman	19.66	20.16	20.66	21.16
Skilled Laborer	18.51	19.01	19.51	20.01
Laborer	17.48	17.98	18.48	18.98

Following is the reduced entry level hourly rate for each classification, which works as follows:

**Entry Level**  
85%

**APPENDIX C: ELECTRIC DEPARTMENT RESTRUCTURING**

The following relates to issues regarding the Electric Department only.

**Lineman:**

1. All positions will be designated "Lineman" and one (1) Working Foreman. Base pay levels of each classification are as follows:

"D" \$ hourly  
"C" \$ hourly  
"B" \$ hourly  
"A" \$ hourly

2. All linemen shall start AEP training. All incumbent employees shall be classed at the "D" level unless they are evaluated at a higher level or are AEP certified. AEP will rate each person.
3. Two (2) years after being evaluated, any lineman who has not attained "C" status or above shall leave the department by taking the first available bargaining unit job through contract negotiated bidding procedures. The employee will accept the first position that seniority and qualifications permit (at the appropriate pay level). Vacated positions will be replaced with qualified applicants.
4. Base pay shall increase at contract negotiated increases and other benefits of this agreement shall continue (i.e., longevity, call-out, etc.)

**Tree Trimmers/Lineman Helper:**

1. The classifications of Tree Trimmer/Lineman Helper will attend Arborist I and II training and will attend the appropriate training to qualify at the "D" level. The employee will get "D" level pay after passing "D" line training, no extra incentive for Arborist I & II.

**All Employees of the Electric Department:**

The City will fill all vacancies in the Electric Department only with qualified applicants. City will fill vacancies with any level of applicant "A through D" as the City desires. If anyone is hired at a "D" level, they will have 2 years to progress to at least a "C" level or have to bid out as stated above. Applicants chosen by the City will be evaluated by AEP, at the City's expense, prior to hiring.

The City shall pay for all levels of AEP testing, and one retest if needed, per level. Evaluations and training shall also be paid for by the City. If an employee wishes to take a second retest, the City will pay the cost of the test, but the employee must use approved leaves (i.e., vacation, personal leave).

All levels, except "A" have the opportunity for advancement. Advancement is limited to 1 time per twelve month period.

If an employee outside of the electric department uses their own time for training, the City will pay all expenses involved.