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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF VERMILION**

**AND**

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 860**

**UNDER CHAPTER 4117 O.R.C.**

Effective upon signing through December 31, 2018

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## **PREAMBLE**

This Agreement, entered into by the City of Vermilion, hereinafter referred to as the “Employer,” and the Laborers’ International Union of North America, Local 860, hereinafter referred to as the “Bargaining Unit,” and the Employees of the City of Vermilion that are represented by L.I.U.N.A. Local 860 has, as its purpose, the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

**ARTICLE 1**  
**UNION RECOGNITION**

**Section 1.1.** The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include those employees in the present classifications listed below or any other non-supervisory, non-confidential, or non-professional classification in the Distribution, Water Treatment, Sewer Treatment, and Street Departments which might be created in the future:

**DEPARTMENT CLASSIFICATION**

A. Serviceman	Distribution Department
B. Laborer	Distribution Department
C. Relief Operator	Distribution Department
D. Assistant Foreman	Distribution Department
E. Operator Water Treatment Plant	Water Treatment Plant
F. Operator	Sewer Treatment Plant
G. Laboratory Technician	Sewer Treatment Plant
H. Meter Reader	Distribution Department
I. Maintenance Mechanic	Wastewater Treatment Plan
J. Assistant Foreman	Street Department
K. Equipment Operator	Street Department
L. Maintenance Mechanic	Street Department
M. Laborer	Street Department

**Section 1.2.** All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**Section 1.3.** Notwithstanding the provisions of this Article, management, confidential, fiduciary, supervisory, probationary employees, seasonal, public works employees and students whose primary purpose is education or training, or who work as part-time employees less than fifty percent of the calendar year shall be excluded from the bargaining unit. For purposes hereof, a “part-time employee” is a person working twenty-two (22) hours per week or less.

**Section 1.4.** It is understood that this Agreement is a multiple department agreement, entered into voluntarily by the parties pursuant to Chapter 4117 of the Ohio Revised Code, and that no future obligation exists that would require the parties to bargain for these multiple departments in separate negotiations.

**Section 1.5. Inclusion/Exclusion of New Classifications.** The Employer will promptly notify the Union of its decision to establish any new classification. If a new classification has a predecessor covered by this Agreement with no substantial changes in duties, the new classification shall automatically become part of the Bargaining Unit.

If a new classification contains a significant part of the work now done by any other classification in the bargaining unit, the Union may notify the Employer that it believes the classification should be in the bargaining unit within thirty (30) days of its receipt of the Employer's notice. The parties will call a special Labor/Management meeting within fourteen (14) days of such notice to review the classification specifications, and if unable to agree as to its inclusion or exclusion, shall submit the question to SERB for resolution.

**Section 1.6. Bargaining Unit Work.** During the life of this Agreement, the Employer shall make every effort to decrease the amount of bargaining work done by supervisors. In addition, supervisory employees shall only do bargaining unit work under the following circumstances: in case of emergency, when necessary to provide break or lunch relief, to instruct or train employees, to demonstrate the proper method of accomplishing the task assigned, to allow the release of employees for union or other approved activities, to provide coverage for no shows or when the classification specification provides that the supervisor does, as part of his/her job, some of the duties as bargaining unit employees. An emergency, by definition, is an unforeseen combination of circumstances or the resulting state that calls for immediate action.

The Employer recognizes the integrity of the bargaining unit and will not take action for the purpose of eroding the bargaining unit.

**Section 1.7.** Employees, as noted in Section 1.3, are not now and have not been members of the bargaining unit. A non-bargaining unit employee shall not be permitted to work in departments covered by this agreement in excess of 571 hours per twelve-month period except that the Street Department may allow one non-bargaining unit employee work up to 850 hours per year. Management agrees to implement these standards each year of the Contract and not depart there from. The City may not exercise its rights under this provision in any department in which a bargaining unit employee is laid off.

**Section 1.8.** The Employer shall give street department employees, by seniority, the right of first refusal on all snow and ice removal assignments. If no street department employees accept the snow and ice removal assignments, other employees in the bargaining unit shall be given the right of first refusal. If no bargaining unit employees accept the assignments, then the Employer may outsource the snow and ice removal assignment or order employees to work beginning with the employee with the least seniority qualified to do the work and ascending in seniority until the desired number of employees are obtained to perform the work required. It is agreed that a documented telephone call to the employee by the employer shall be recognized as a good faith effort to contact the employee for service.

## **ARTICLE 2** **MANAGEMENT RIGHTS**

**Section 2.1.** Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the City and its departments in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

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- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, retain, layoff and recall or to reprimand, suspend, discharge or discipline for just cause.
- B. To promulgate and enforce employment rules and regulations to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work services to be performed;
- D. To determine the goals, objectives, programs and services of the departments and to unitize both internal and external personnel in a manner designed to effectively meet these needs;
- E. To determine the size, composition and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked; before modification, consolidation or abolishment of job classifications becomes final, management agrees to meet and discuss the necessity thereof with the Union;
- F. To reduce the work force due to the lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the departments;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and
- L. To determine and implement necessary actions in emergency situations.

**Section 2.2.** The Union accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

### **ARTICLE 3** **UNION REPRESENTATION**

**Section 3.1.** Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure, shall be known as Stewards. The number of Stewards shall be one (1) from each department as follows: (A) Street Department; (B) Wastewater Treatment Plant; (C) Water Treatment Plant; and (D) Distribution Department.

The Union shall designate an alternate steward for each steward. Alternate stewards shall serve as steward only in the absence of the steward. At the time of his designation, a steward shall have completed his probationary period and be employed in the work unit he represents.

**Section 3.2.** The Employer agrees to admit one (1) non-employee Union representative to the Employer's facility during the Employer's normal business office hours Monday through Friday, upon reasonable advance notice. Upon entering, such non-employee Union representatives shall identify themselves to the Employer or his designated representative. Non-employee Union representatives shall be admitted for the purpose established herein in this Agreement and shall only be permitted in the areas of the facility designated by the Employer or his designated representative.

**Section 3.3.** The Union shall notify the Employer, in writing, of the names of the Stewards and non-employee representatives before they will be recognized by the Employer.

For the purpose of this Article, appropriate Union Representative business is defined as:

- A. Representation of a member at any step of the grievance;
- B. Representation of a member at a disciplinary conference when requested by the affected employee;
- C. Attendance at meetings between the Union and the Employer where their attendance is requested; and
- D. Investigation of grievances and disciplinary matters provided the Employer's operations are not disrupted and the employee's supervisor consents. The supervisor's consent shall not be unreasonably withheld.

The Steward shall be permitted reasonable time off with pay to conduct appropriate Union Representative's business as defined in this Section.

**Section 3.4.** Rules governing the activity of the Union Steward and alternate are as follows:

- A. The Steward, or alternate, must obtain in advance, authorization from his immediate supervisor before beginning Union activities;
- B. The Steward, or alternate, shall identify the reason for the request at the time Union activity time is requested;
- C. The Steward, or alternate, shall not conduct Union activities in any work area without notifying the immediate supervisor in charge of that area the nature of the Union activity;
- D. Such Union activity shall not unreasonably interfere with work assignments and shall be subject to the reasonable orders of the area supervisor.

**Section 3.5.** Any changes made in the Stewards, Alternate Stewards, or officers shall be furnished to the Employer before being recognized by the Employer.

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**ARTICLE 4**  
**DUES CHECK-OFF**

**Section 4.1.** The Employer agrees to deduct Union membership dues, fees and assessments in accordance with this Article for any employee within the bargaining unit upon its successful completion of his individual probationary period.

**Section 4.2.** The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization. The signed payroll deduction form (see Appendix) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. That, as pertains to employees who are non-probationary and who are within the bargaining unit and who elect not to become members of the Union, the Employer agrees to deduct a “fair share fee” payable to the Union which is equivalent to ordinary dues. The employee and Union shall have such fair share rights and duties as enumerated in Section 4117.09(C). Any employee who subscribes to the teachings, tenets, or religious principles, which exclude financially supporting the Union, shall have similar rights under such Section.

**Section 4.3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 4.4.** The Employer shall be relieved from making such individual check-off deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence.

**Section 4.5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 4.6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 4.7.** The rate at which dues are to be deducted shall be certified to the Employer's payroll clerk by the Union. One (1) monthly advance notice must be given the Employer's payroll clerk prior to making any changes in an individual's dues deductions.

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

**Section 5.1.** Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, gender, race, religion, color, national origin, political affiliation, military status, or disability. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**Section 5.2.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 6**  
**NO STRIKE/NO LOCKOUT**

**Section 6.1.** The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strikes or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating “the strike action is not sanctioned by the Union and that all employees should have been advised to return to work immediately” signed. The letter shall be jointly signed by the highest ranking local union officer and a nonemployee Union representative (staff representative).
- B. The Employer will not interfere with, restrain, or coerce employees in the exercise of their rights guaranteed in Chapter 4117 O.R.C. or an employee organization in the selection of its representative for the purpose of collective bargaining or the adjustment of grievances.
- C. The Union shall have full rights as provided in Chapter 4117 O.R.C. with the right to strike provided that the prior negotiated contract has expired and impasse procedures have been exhausted and ten (10) days prior, written notice of strike option has been served upon Employer.

**Section 6.2.** In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 5.1 of this Article by engaging in or supporting a non-union sanctioned strike or slowdown commonly known as a “wildcat strike or slowdown,” is subject to discipline or discharge by the Employer.

**Section 6.3.** During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have engaged in wildcat activity contrary to Section 6.1 hereof.

**Section 6.4.** Nothing in this Article shall be construed to limit or abridge the Employer’s or Union’s right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

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**ARTICLE 7**  
**LABOR MANAGEMENT MEETINGS**

**Section 7.1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable date and time, representatives of the Employer shall meet with not more than two (2) employee representatives of the Union to discuss those matters addressed in section 6.2. Additional representatives may attend by mutual agreement.

**Section 7.2.** An agenda listing the terms to be covered will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings. The Union shall also supply the names of those Union representatives or alternates who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of any changes made by the Employer, which affect bargaining unit members of the Union;
- C. Discuss the grievances which have not been processed beyond the final step of the Grievance Procedure but only when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
- G. To consider and discuss health and safety matters relating to employees.

**Section 7.3.** If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 7.4.** Labor Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

**Section 7.5.** The parties agree that bulletin board space shall be made available at the Street Department headquarters; the Water Plant; the Sewer Plant; the Library Annex (Distribution) for Union business notifications and for the City to post notices to employees, departmental rules, job descriptions and other matters of mutual interest.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

**Section 8.1.** The term “grievance” shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misrepresentation, or improper application of a specific provision(s) of Agreement. The grievance procedure is not to be used to effect changes in the Articles of this Agreement, nor those matters specifically excluded as set forth in Section 4.2 and 7.2 herein.

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At such hearing, evidence of job criticism or poor evaluations shall not be admissible unless the same have previously been served upon the employee. Any rules governing procedures or discipline shall be admissible only if reasonable notice thereof has been given to employees.

**Section 8.2.** All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance, which is not submitted by the employee within the time limits provided herein, shall be considered resolved based upon management's last answer. Any grievance not answered by the Employer's representative within the stipulated time limits shall be automatically advanced to the next step in the grievance procedure. Extensions to the time limits contained in the grievance procedure may be agreed upon by the parties in writing.

**Section 8.3.**

Step 1: In order for the alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Union Officer, if the former desires, must identify the alleged grievance to the employee's immediate supervisor within ten (10) calendar days of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within ten (10) calendar days following the date on which the supervisor was presented the alleged grievance.

Step 2: If the grievance is not resolved in Step 1, the employee with the appropriate Union Officer, if the former desires, shall reduce the grievance to writing and shall within ten (10) calendar days, refer the grievance to the Department Head or designee at Step 2 of the grievance procedure. The Department Head or designee shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and his representative. The Department Head shall investigate and respond in writing within ten (10) calendar days following the meeting date.

Step 3: If the grievance is not resolved in Step 2, the employee, with the Steward or representative of the Union, if the former desires, may refer the grievance to the Mayor or his designee (hereinafter referred to as Mayor), within ten (10) calendar days after receiving the Step 2 reply. The Mayor shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate representative, if the former desires. The Mayor shall investigate and respond in writing to the grievant and/or appropriate Union representative within ten (10) calendar days following the meeting.

Step 4: Arbitration. If the grievance is not satisfactorily settled in Step 3, the Union or Management may take a written request that the grievance be submitted to final and binding arbitration. An alleged grievance brought by the Employer shall be submitted to the Board of Local 860 Officers through the Business Manager within ten (10) calendar days of the occurrence that gave rise to the grievance. The parties shall have ten (10) calendar days within which to meet to attempt to resolve the alleged grievance. If the

grievance is not satisfactorily resolved, the Employer may make a written request that the grievance be submitted to final and binding Arbitration. A request for arbitration by the Union must be submitted within ten (10) calendar days following the date the grievance was answered in Step 3 of the grievance procedure; or, in the case of the Employer, within ten (10) calendar days of the date the parties meet. In the event the grievance is not referred to arbitration by the Union within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall within ten (10) calendar days following the request of arbitration jointly agree to request a list of nine (9) impartial Ohio arbitrators from the FMCS or American Arbitration Association (AAA), who are members of the National Academy of Arbitrators. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of nine (9) arbitrators, the parties shall meet to select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method. The party requesting the arbitration shall flip a coin and whoever prevails shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party shall have the option to completely reject the list of names provided by the arbitration service and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall hold the arbitration hearing promptly and issue his decision and recommendation within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision and recommendation shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is proper with the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not recommend any new or different wage rates be established which were not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall not recommend retroactive settlement beyond the date the grievance was presented to the Employer in Step 1 of the grievance procedure. However, in the case of back wages, retroactivity shall apply only to the date and the payroll periods the employee could have reasonably discovered through the exercise of reasonable prudence an alleged error or alleged misinterpretation occurred. If an employee

fails to file a back wage grievance upon the date of reasonable discovery, a monetary award shall be limited to the date of Step 1 filing.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the Arbitrator will be final and binding upon the employee, the Union, and the grievant(s).

All costs directly related to the services of the arbitrator shall be paid equally.

The expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of any court reporters shall be paid by the party asking for same; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

**Section 8.4.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

A grieved employee's name and signature.

A grieved employee's classification.

Date grievance was first discussed and name of supervisor with whom the grievance was discussed.

Date grievance was filed in writing.

Date and time grievance occurred.

The location where the grievance occurred.

A description of the incident giving rise to the grievance.

Sections of the Agreement violated.

Desired remedy to resolve the grievance.

**Section 8.5.** A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

**Section 8.6.** Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates by mutual agreement of the parties.

**ARTICLE 9**  
**SENIORITY**

Definition: For purposes of this Agreement, the various forms of seniority shall be defined as follows:

**Section 9.1. Bargaining Unit Seniority.** The total years of service accrued since the employee's last date of hire with the City of Vermilion into one of the departments covered by this Agreement. Employees that have a date of hire before the Union's inception shall retain their respective dates of hire when determining their bargaining unit seniority date.

**Section 9.2. Seniority Credit.** The total number of years during which an employee held or had a right to return to a bargaining unit position, including periods of absence resulting from suspension, leaves of absence whether paid or unpaid, disability leave, leave for periods of worker's compensation and layoff (for as long as the employee remains on the recall list – 2 years).

Except as provided in Section 8.3, Exceptions, continuous service will be interrupted only by resignation, discharge for just cause, disability separation, failure to return from leave of absence or failure to respond to a recall from layoff.

**Section 9.3. Exceptions.**

- A. Return from Disability Separation/Disability Retirement. An employee who makes application for reinstatement within three (3) years from the date of disability separation or five (5) years from the date of disability retirement and is properly reinstated shall receive seniority credit for the period of disability separation or disability retirement.
- B. Non-Bargaining Unit Service. Upon the acceptance of this Collective Bargaining Agreement, classifications subsequently accredited to a bargaining unit covered by this Agreement, time spent in a non-bargaining unit position, other than classification subsequently accredited to a bargaining unit position covered by this Agreement, temporary working level assignments and assignments to interim positions shall not be included in the determination of seniority credit.

**Section 9.4. Ties.** Ties in City seniority shall be broken in the descending numeric order of the last four (4) digits of the employee's social security number. The highest will be 9999 and the lowest will be 0000.

**Section 9.5. Seniority Rosters.** The City will furnish the stewards of each department covered by this agreement, a seniority list during the first two (2) weeks of each new year of the contract. The roster will contain union members name, job title and date of hire. Changes may be made periodically throughout the year.

Bargaining unit employees shall have until April 1<sup>st</sup> of each year to bring to the attention of the Employer, errors in the seniority roster. In the event that the employee wishes corrections to be made in the roster, the employee shall file a written statement with the department head stating the exact nature of the error and the change(s) necessary to correct the roster. A copy of this written request shall be forwarded to the Mayor from the department head. If the employee is not satisfied with the changes in the roster either by the Mayor or the department head in the time frame allowed by this contract, the employee shall have the right to grieve the matter.

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Except for written requests to correct the roster that are filed by April 1st, all names, dates and numbers on the roster shall be considered correct.

Adjustments or corrections in seniority names, dates and numbers of this section shall not alter personnel actions, layoffs or bumping rights which have taken place prior to the employees' written request for corrections.

## **ARTICLE 10** **TEMPORARY ASSIGNMENT**

**Section 10.1.** When an employee is temporarily assigned by the Employer to a position in a higher bargaining unit classification, such employee shall be compensated at the applicable higher rate of pay for such hours actually worked in the higher classification.

Employees temporarily assigned to a lower paying classification will not be reduced from ordinary pay at their usual classification. Should more than one employee desire the available temporary assignment, such reassignment shall be awarded on the basis of seniority, with the most senior qualified employee being given first choice. Should no qualified employee desire the assignment, the least senior qualified employee shall be reassigned first.

**Section 10.2.** Temporary assignments shall not normally exceed thirty (30) days except:

- A. To fill a temporary vacancy due to an employee being on extended sick leave;
- B. To fill a temporary vacancy due to the leave of absence of an employee;
- C. To meet abnormal workloads;
- D. Pending retirement;
- E. When the employer has advance knowledge of a planned absence that will result in the reassignment of an employee, then the Employer will notify the affected employees of the reassignment as soon as possible.

**Section 10.3.** When a bargaining unit member is temporarily assigned to a supervisory position, the bargaining unit member will be compensated \$3.00/hour in addition to his/her regular rate of pay.

## **ARTICLE 11** **PROMOTIONS**

**Section 11.1.** When management determines that a vacancy exists, a bid notice will be posted for a period of seven (7) calendar days. The bid notice shall contain:

The job classification title.



The qualifications for the position.

The rate of pay for the classification.

A brief description of the duties to be performed as found in the job description.

**Section 11.2.** Vacancies within the bargaining unit shall be filled with the most senior qualified applicant. Seniority shall be based upon Bargaining Unit seniority. Qualifications shall be based upon the required knowledge and skills and abilities within the job description.

**Section 11.3.** The City may extend any probation period to six (6) months if stated in writing to the employee. All new hires shall remain in the hired position for no less than six (6) months before becoming eligible for promotion or transfer.

**Section 11.4.** For a period of up to three (3) months after appointment to the higher position, an employee may either request to return to his former position or be directed back to his former position by the Employer, if he is not satisfactorily performing the higher position. An employee returning to a formerly occupied position in accordance with the above provisions shall also return to his former rate of pay.

**Section 11.5.** The probationary period for new employees and all promotions or transfers to a higher classification shall be three (3) months.

## **ARTICLE 12**

### **LATERAL TRANSFERS AND VACANCIES**

**Section 12.1.** A “lateral transfer” is the movement of an employee that is in the bargaining unit to any other classification in the bargaining unit that has the same hourly rate of pay. Time limits for meeting various qualifications are found in the job descriptions.

**Section 12.2.** Vacancies are filled pursuant to Article II. Should no current bargaining unit member fill a position, civil service provisions will govern new hires.

**Section 12.3.** The Employer may require employee(s) who are laterally transferred in the same classification to serve a trial period of one-half the regular probationary period for the classification.

During a lateral transfer probationary period, the Employer maintains the right to place the employee back in the classification that the employee held previous to the transfer if the employee fails to perform the job requirements of the new position to the Employer’s satisfaction. During this same time period, an employee may request to return to his former position.

**Section 12.4.** Vacancy notices shall not be withdrawn to circumvent the Agreement. In cases of lateral transfers, the applicant who possesses and is proficient in the minimum qualifications of the classification specifications and position description and has the most seniority shall be selected.

**Section 12.5.** A vacancy is an opening in a permanent full-time position within the bargaining unit covered by this Agreement, which the Employer is going to fill by lateral transfer or promotion. Vacancies shall be filled by adhering to the following process in the order set forth:

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- A. Lateral transfer;
- B. Promotions;
- C. Call back from layoff;
- D. After an entrance test has been given by the civil service commission, then the Employer can go to the list of applicants for hiring off the street.

**ARTICLE 13**  
**HEALTH AND SAFETY**

**Section 13.1.** Safety must be a prime concern and the responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods for his employees. The employee(s) accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and will correct any which are found and see that the safety rules and safe working methods are followed by his employees.

**ARTICLE 14**  
**ON-DUTY INJURY**

**Section 14.1.** A regular, full-time bargaining unit employee who is injured in the course of and arising out of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay during the time period he is unable to work not to exceed sixty (60) calendar days. However, no employee shall be eligible for injury leave unless and until the employee has completed and submitted a "Report of Injury" Form to the Service Director within 48 hours of the incident, if physically able or as soon as practical. The employee must also cooperate in filing a claim for workers' compensation, medical coverage only. Any employee, who files a claim with workers' compensation for lost time wages, shall not be eligible for injury leave, as provided for in this article.

**Section 14.2.** The Service Director (or the Mayor if no Service Director is appointed) shall be the sole judge in determining eligibility for payment in matters concerning on-duty injury.

**ARTICLE 15**  
**WORK WEEK AND SCHEDULES**

**Section 15.1. Standard Workweek.** The standard workweek for full-time employees covered by this Agreement shall be forty (40) hours.

**Section 15.2. Work Schedules.** It is understood that the Employer reserves the right to limit the number of employees be scheduled off work at any one time, including employees on leave (excluding disability leave).

Work schedules for employees who work in five (5) day operations need not be posted.

Work schedules for employees who work in seven (7) day operations shall be posted within fourteen (14) calendar days in advance of the effective date.

The employees who work in Water Treatment have agreed to present schedule that is currently in effect, and this schedule shall not change for the length of this contract without prior notice and opportunity for discussion between the City and Union.

No employees shall be required to work more than 16 consecutive hours, including break and lunch periods. After an employee works 16 consecutive hours, the City may require the employee to rest for a period of six (6) hours. If the employee is scheduled to work during the six (6) hour rest period, the employee will be paid his straight hourly rate for those scheduled work hours.

By way of example, an employee works from 3:00 p.m. until 6:00 a.m. An employee is scheduled to work at 7:00 a.m. The employee is on rest. Because the employee is on rest for the next six hours and is scheduled to work during the six hour rest period, the Employer will pay the employee from 7:00 a.m. through 12:00 p.m. at straight time.

Work schedules will not be arbitrary or capricious.

**Section 15.3. Meals and Break Periods.** The employees who work in the Street Department whose regular scheduled shift shall start at 7:00 a.m. shall get a morning break of 20 minutes. The employees shall have a 30 minute lunch break. There shall be no afternoon break.

The employees who work in the Water Distribution Department whose regular scheduled shift shall start at 8:00 a.m. shall get a morning break of 20 minutes. The employees shall have a 30 minute lunch break. There shall be no afternoon break.

The employees who work in the Water Treatment Plant shall not leave the work site for any reason. When the Lab Tech arrives at the plant, the operator is allowed to leave for lunch. On weekends, night shifts and recognized holidays, the operator shall not be permitted to leave the work site. Due to operational needs, the operator at the Water Plant shall take his/her break at the job site.

The employees, who work in the Wastewater Plant, where the operational needs are diverse, shall have the present practice dealing with breaks, and lunch breaks remain in effect for the length of this Agreement.

The employer agrees to “paid breaks and paid lunch breaks” for all the employees who are in the bargaining unit in accordance with this article.

**ARTICLE 16**  
**CALL-BACK AND OVERTIME PAY**

**Section 16.1.** The average workweek shall normally consist of forty (40) hours per week. The workweek shall commence at 12:01 a.m. Saturday of each calendar week and shall end at 12:00 midnight the following Friday. In cases where management has assigned 12 hour shifts, the workweek shall commence at 7:01 a.m. Saturday of each calendar week and shall end at 7:00 a.m. the following Saturday. The Employer shall determine the necessity for overtime. When an employee is required by the Employer to work in excess of forty (40) hours in anyone week, or eight (8) hours in anyone day, the employee shall be compensated for all hours worked in excess of forty (40) hours at time and one-half (1½) his base rate of pay and in excess of eight (8) hours per day at time and one-half (1½).

**Section 16.2.** An employee who is called back or placed on duty after his shift ends having left the premises, shall be guaranteed two (2) hours of call back pay at time and one-half (1½) and additionally time and one-half for hours actually worked. An employee who is called back or placed on duty after his shift ends having left the premises during the time period between 3:01 p.m. on Friday and 6:59 a.m. Monday shall be guaranteed (3) three hours of call back pay. It shall not be considered call out if management gives at least twenty-four (24) hours prior notice of scheduled time to report or gives notice prior to the end of the regularly scheduled shift.

**Section 16.3.** Employees shall receive overtime compensation at time and one-half (1½) his base rate of pay for any hours worked in excess of eight (8) hours, or when working a twelve (12) hour shift, twelve (12) hours in one day or forty (40) in one week. Such overtime hours must be required by the Employer. Sick leave days, personal leave, recognized holidays, bereavement days and authorized vacation days shall count as hours worked, i.e., eight (8) hours, twelve (12) hours, or forty (40) hours, as the case may be in computing overtime. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

**Section 16.4.** The supervisor shall confer with each employee concerning his time if in question by the employee.

**Section 16.5.** The City will keep a record of overtime hours worked by employees covered hereunder, and the City will make a good faith effort to distribute available overtime as equally as possible among departmental employees provided:

- A. The City must take into account the skill, knowledge, experience and qualifications of personnel called upon to perform overtime and emergency projects;
- B. The City cannot be responsible for overtime offered, but refused by an employee;
- C. The City will utilize a good faith effort to contact employees to work overtime and/or emergency hours, however, the City cannot be responsible for such lost opportunity of overtime if the

employee cannot be reasonably contacted.

- D. Overtime and/or emergency hours will first be offered to employees within the department that normally performs the overtime and/or emergency work under consideration.

Examples:

1. Snow removal overtime will be offered to Street Department employees before employees in Water, Wastewater or Distribution departments.
2. An emergency water line repair requiring overtime will be offered to employee of the Distribution Department before an employee of another bargaining unit department is called and offered the overtime repair work.
3. Scheduled overtime at the Water or Wastewater Plant will be offered to employees of the Water and Wastewater Plants, respectively, before being offered to an employee of any other bargaining unit department.
4. Whenever the Employer determines to implement its disaster recovery program as a result of a natural disaster, the Employer, after offering overtime on the basis of seniority to qualified bargaining unit employees, may require the least senior, qualified employee perform the overtime hours if a sufficient number of employees do not volunteer to work overtime.

**Section 16.6.** Water and Wastewater treatment plant operators shall be assigned a schedule of regular working shifts by the Superintendent according to two optional work schedules which the Superintendent is hereby authorized and directed to establish and implement. The first schedule shall be that of regular eight (8) hour days. The second optional schedule shall consist of regular working days of twelve (12) hours each with overtime being calculated for hours worked in excess of twelve (12) hours per day or in excess of forty (40) hours per week. In both cases, overtime shall be paid according to subsection 16.3.

**Section 16.7.** For all other employees, all work by such employees in any calendar week in excess of eight (8) hours per day, or if applicable, twelve (12) hours per day, or forty (40) hours per week shall be paid at the overtime rate of pay.

**Section 16.8.** All overtime work and overtime pay by employees of the City must be authorized in advance by the head of the department in which the employee is employed.

## **ARTICLE 17** **INSURANCE**

**Section 17.1. Hospitalization and Medical Insurance.** The Employer agrees to offer the same dental coverage to bargaining unit employees as offered to non-bargaining unit employees. The Employer agrees to provide the eligible bargaining unit employees the same hospitalization and medical insurance plan(s) as provided to non-bargaining unit employees, including management. Such hospitalization and medical insurance plan is set forth in Appendix G, except that reward points allocated for the “Body Mass Index

Screening” shall be eliminated and those reward points shall be spread out evenly among the Cholesterol Screening, the Glucose Screening, the Blood Pressure and the Tobacco/Nicotine Screening.

**Section 17.2. Prescriptions and Premium Cost.** The Employer agrees to the following employee prescription co-payment caps, effective upon execution of the labor agreement: \$10.00 co-payment for generic prescriptions; \$20.00 co-payment for preferred prescriptions; \$30.00 co-payment for non-preferred prescriptions; and an 8% employee premium cost share not to exceed \$174.50 per month in 2016 (retroactive to May 16, 2016), a 9% employee premium cost share not to exceed \$182.90 per month in 2017, and a 10% employee premium cost share not to exceed \$190.00 per month in 2018, unless modified in accordance with Section 17.3. The employee premium cost share will be deducted from the employee’s regularly biweekly pay.

**Section 17.3. Health Insurance Committee.** The Employer agrees to establish a joint advisory committee on health care benefits which shall include a representative from each City bargaining unit covered by the City's hospitalization and medical insurance. Unless otherwise agreed to by committee, the committee shall meet at least once a quarter. The joint committee will evaluate, periodically, the benefits and costs of insurance and make recommendations to the City for cost containment measures. The Employer agrees to present any pending changes to the Health Insurance Committee prior to the effective date of any such changes. The City may implement health care changes including increased deductibles and co-pays during the life of this agreement.

## **ARTICLE 18** **EMPLOYMENT SECURITY**

**Section 18.1.** A joint Committee on employment security, consisting of not more than three (3) representatives from Labor and not more than three (3) representatives from the Employer, shall jointly study and attempt to resolve matters of mutual concern regarding employment security, including joint demonstration projects to provide assistance to dislocated workers. At least one representative from Labor shall be a Local 860 staff person. The committee will be advisory and shall make recommendations on matters such as, but not limited to, the following:

- A. Exploration of alternate employment opportunities within each department for employees from that department or other departments who are disabled as a result of performance of their duties;
- B. Development and implementation of programs and procedures to facilitate the training and retraining of current employees to maximize opportunities for responding to changes in work force requirements, technologies and needed skills; and
- C. Establishment and implementation of programs to assist bargaining unit members, who are dislocated from their jobs as a result of layoff or reorganization, including career counseling, resume writing, job search skills development and assistance, employability planning and preparation and job retraining.

This committee shall have authority to discuss only those matters contained in this Article. This committee shall have no authority to amend this Agreement or negotiate any matter. This committee shall be convened upon request of either labor or the Employer at such time as is mutually convenient and does not interfere with regular working hours. Both parties understand that any recommendations that may be made would be implemented at the sole discretion of the City and that the intent of this Article is not to incur costs to the City.

## **ARTICLE 19** **PERSONNEL RECORDS**

**Section 19.1. Personnel Files.** An employee's official personnel file will contain all matters required by the Ohio Revised Code and will be maintained by the Mayor of the City of Vermilion.

Except as may be specifically provided by law, only materials maintained in an employee's official personnel file shall be available to the public.

**Section 19.2. Review of Personnel Files.** Employees and/or other authorized union representatives shall have the reasonable right to review the contents of their personnel files. Employees shall have access to all materials in their files. Such review shall be made in accordance with established City practice, i.e., within twenty-four (24) hours of the request. Reasonable requests to provide one copy of documents in the file shall be honored at no charge.

**Section 19.3.** A copy of any material to be placed in an employee's personnel file shall be provided to the employee simultaneously and signed by the employee. If material is placed in an employee's personnel file without following this procedure, a copy of the material will be provided to the employee upon his request.

## **ARTICLE 20** **SEVERABILITY**

**Section 20.1.** This Agreement is subject to all applicable federal laws and Chapter 4117 of the Ohio Revised Code and shall be interpreted whenever possible so as to comply fully with such laws. In accordance with the provisions of Ohio Revised Code Section 4117.10(A), all provisions listed in the table of contents of this Agreement are intended to supersede and/or prevail over conflicting subjects found in O.R.C. Sections 124.01 through 124.56, and the Rules and Regulations of the Civil Service Commission of the City of Vermilion.

**Section 20.2.** Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a party or provisions of this Agreement shall not invalidate the remaining portions, and they shall remain in full force and effect.

**ARTICLE 21**  
**PERSONAL LEAVE**

**Section 21.1. Eligibility for Personal Leave.** Each bargaining unit employee shall receive twenty-four (24) hours of personal leave on the first day of January of each year of the contract. The personal leave will be paid at the base hourly rate of the employee. Employees that are on approved paid leaves of absence, union leave, or receiving Workers' Compensation benefits shall be credited with those personal hours which they normally would have accrued upon their return to work. All personal leave days shall be approved by the employee's department head.

**Section 21.2. Charge of Personal Leave.** Personal leave which is used by an employee shall be charged in minimum units of one-half (½) hour.

**Section 21.3. Notification and Approval of Personal Leave.** Notification and Approval of Personal Leave may be granted if an employee makes the request with one (1) day notice. In an emergency, the request shall be made as soon as possible and the supervisor will respond promptly. The request will not be unreasonably denied.

**Section 21.4. Prohibitions.** There shall be no carrying forward of personal leave from one year into another.

**ARTICLE 22**  
**LONGEVITY**

**Section 22.1.** Such benefits are increased to thirty (30) years.

**Section 22.2.** If a layoff or leave of absence is less than one (1) year's duration, longevity benefits will continue upon the employee's return to work.

**Section 22.3.** Longevity pay shall be paid to eligible employees once each year on the second regular payday in November. In 2013, longevity pay will be frozen at the 2012 rate. In 2014, longevity pay will increase a full 1% or to the top rate to make up for the freeze year.

**Section 22.4.** No longevity pay shall be paid for partial years of service; only full years of service shall count toward receiving longevity pay. For the purpose of this Section, those employees whose anniversary dates are July 1st or prior shall be considered to have one (1) full year of service. Those employees whose anniversary dates are July 2nd or thereafter shall be given credit for one (1) full year of service at the end of the following year. Any and all overtime shall be added when calculating longevity benefits.

YEARS OF SERVICE	PERCENT OF ANNUAL BASE PAY
5 Years	1%
6 Years	1.5%
7 Years	2%
8 Years	2.5%
9 Years	3%



10 Years	3.5%
11 Years	4%
12 Years	4.5%
13 Years	5%
14 Years	5.5%
15 Years	6%
16 Years	6.5%
17 Years	7%
18 Years	7.5%
19 Years	8%
20 Years	8.5%
21 Years	9%
22 Years	9.5%
23 Years	10%
24 Years	10.5%
25 Years	11%
26 Years	11.5%
27 Years	12%
28 Years	12.5%
29 Years	13%
30 Years	13.5%

**Section 22.5.** Notwithstanding the longevity benefit discussed in this article; full-time bargaining unit employees hired after May 19, 2009 shall only be eligible for longevity benefits as described in this section.

Completed Years of Service	Lump Sum Amount
5	\$449.70
6	\$674.54
7	\$899.39
8	\$1,124.24
9	\$1,349.09
10	\$1,573.94
11	\$1,798.78
12	\$2,023.63
13	\$2,248.48
14	\$2,473.33
15	\$2,698.18
16	\$2,923.02
17	\$3,147.87
18	\$3,372.72
19	\$3,597.57

20	\$3,822.42
21	\$4,047.26
22	\$4,272.11
23	\$4,496.96
24	\$4,721.81
25	\$4,946.66

**ARTICLE 23**  
**VACATIONS**

**Section 23.1. Rate of Accrual.** Permanent full-time employees shall be granted vacation leave with pay at regular rate as follows:

<b>Length of Service</b>	<b>Accrual Rate</b>
Upon Completion of one year of service	2 weeks (80 hours)
1 year to 2 years	2 weeks (80 hours)
3 years to 7 years	3 weeks (120 hours)
8 years to 14 years of service	4 weeks (160 hours)

Upon completion of the 15th year of service with the City, the permanent full-time employee shall receive eight (8) hours more of vacation for every year of service, with a maximum of seven (7) weeks or 280 hours.

There shall be no carrying forward of any vacation hours to the next year without approval of the Mayor. The employee shall receive vacation hours on his/her anniversary date of each year of full-time employment with the City. A year of service with the City shall consist of no less than 1900 hours. If an employee going on vacation desires that his/her paycheck be mailed to a given address during vacation, he/she may make a written request to this effect. Such requests shall be honored.

**Section 23.2. Payment Upon Separation.** An employee or an employee’s beneficiary or estate will be paid for accrued vacation upon termination of city service at the time that the employee receives his/her paycheck for the final period of work.

**Section 23.3. Cashing in Vacation.** If the employee so desires, two (2) weeks before the employee’s anniversary date, he/she shall elect to cash in up to, but not to exceed forty (40) hours of vacation time.

**Section 23.4. Granting of Vacation.** The department heads shall have the authority to handle the granting of vacations. Each department has their own system of granting vacation hours. The Employer shall use this past practice rule when granting vacation hours. No vacation hours will be denied unless it would be a hardship to the Employer. The City and the labor management committee of the Union will meet at least fourteen (14) days prior to the start of an employee’s vacation time request to work out any hardship claims caused denials of vacations by the Employer.

**ARTICLE 24**  
**COMMERCIAL DRIVERS LICENSE (CDL)**

**Section 24.1.** The City shall pay for state mandated education to qualify for a CDL and shall pay CDL renewal fees.

**Section 24.2.** If an employee-bargaining unit member has a job description which requires a valid CDL or operator of motor vehicle license from the State of Ohio loses his CDL or becomes uninsurable under the City's then effective motor vehicle liability coverage because of his or her driving record, such employee shall not thereafter operate a City vehicle and shall be transferred to a highest laborer classification for a period of twelve (12) consecutive months following loss of license or insurability. Thereafter, if such license remains suspended or revoked or such uninsurability continues, such employee may be terminated for cause following the one-year grace period. A second offense of driving while intoxicated within a five-year period shall be grounds for immediate termination.

**ARTICLE 25**  
**SICK LEAVE**

**Section 25.1.** Definition: Sick Leave for Full-Time Employees

“Active Pay Status” means the conditions under which an employee is eligible to receive pay and includes, but not limited to, vacation leave, sick leave and personal leave.

“No Pay Status” means the conditions under which an employee is ineligible to receive pay includes, but not limited to, leave without pay and leave of absence.

“Full Time Employee” means an employee whose regular hours of duty total at least forty (40) hours a week or at least eighty (80) hours in a pay period with the City of Vermilion and whose appointment is not for a limited period of time.

**Section 25.2. Sick Leave Accrual.** All full-time employees shall accrue sick leave at the rate of ten (10) hours each month in an active pay status, excluding overtime hours, not to exceed one hundred twenty (120) hours in one year.

Upon notification of retirement, the employee shall be allowed to convert his/her accumulated sick leave hours, up to a maximum of 125 days. Employees that are on approved leave of absence with pay or receiving workers' compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon their return to work.

Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or a member of his/her immediate family living in the employee's household requiring the care and presence of the employee or because of medical appointments or other ongoing treatment, the definition of “immediate family” for purpose of this article shall be spouse, significant other (significant

other as used in this agreement, is defined to mean one who stands in place of a spouse, and who resides with the employee), child, step-child, parents, step parents or legal guardian.

The amount of sick leave charged against an employee's accrual shall be the amount used, charged in units in one-half (½) hour. Employees shall be paid for sick leave used at their regular rate. After employees have used all of their accrued sick leave, they may choose to use accrued vacation hours or personal leave hours or may be granted leave without pay at the discretion of the Employer.

When a bargaining unit member has accrued the maximum allowable sick leave days as noted "250 days or 2000 hours," he will be allowed to buy back sick days as listed below. This pertains to full-time members of the bargaining unit only, the following cash bonus, sick leave buyback program shall apply in each calendar year period:

<u>HOURS OFF ON SICK LEAVE EACH YEAR</u>	<u>NUMBER OF SICK LEAVE HOURS CITY WILL PURCHASE FROM EMPLOYEE</u>
Zero (0)	Twenty-four (24)
Eight (8)	Sixteen (16)
Sixteen (16)	Eight (8)

Full-time employees, approved for the buy back, will have their accumulated, but unused, sick leave balances reduced by the amount of the buy back.

**Section 25.3. Notification.** When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor no later than one-half (½) hour before starting time, unless circumstances preclude this notification. The Employer may request a statement from a physician, employee or a member of the employee's immediate family after a three-day absence or longer. Such physician's statement must be signed by the physician. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any right to payment for the period, which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification.

**Section 25.4.** Each full-time employee shall be entitled, for each completed month of service, to sick leave of 1 ¼ work days (10 hours) with pay. An employee may use sick leave, upon approval of the head of his or her department, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness in the employee's immediate family. Unused sick leave shall be accumulated up to 250 days. Employees may be required to furnish satisfactory proof after a three (3) day absence, including a physician's certificate, to the effect that absence resulted from one of the causes enumerated in this Section.

**Section 25.5.** Special consideration shall be given to employees, who are injured or incur sickness while in the discharge of their duties, and the provisions of this Section may be waived by motion duly passed by Council to allow additional sick leave to such employees, but in no case shall such additional sick leave exceed more than one (1) year. In meritorious cases, each case to be considered on its own facts, the provisions of this Section may also be waived in the same manner to allow such additional sick leave,

whether or not the injury occurred or the sickness was incurred while in the discharge of duty. In either case, a certificate from a physician approved by Council must be furnished.

**Section 25.6. Sick Leave Conversion.** As used in this Section, “retirement” means a regular retirement in conjunction with the guidelines of the Public Employees Retirement System.

As used in this Section “sick leave” means the sick leave which has been accumulated while a person is employed by the City.

**Section 25.7.** Records of Sick Leave to be kept for purposes of keeping complete and accurate records in order to carry out the provisions of this Section, the Director of Finance shall set up and maintain complete data and records of sick leave use and conversion.

## **ARTICLE 26** **UNIFORMS**

**Section 26.1.** The City will furnish the following foul weather gear as needed to bargaining unit employees:

- Outer Boots
- Rain Gear
- Gloves
- Car-Harts Coveralls

**Section 26.2.** The City agrees to provide Three Hundred Dollar (\$300.00) clothing allowance to each member, payable on the first pay in March of each year.

- A. Any employee hired after March shall be entitled to four (4) shirts and four (4) pairs of pants. These clothes will be ordered by the employee’s immediate supervisor.
- B. Any employee may opt not to receive a clothing allowance. Should he or she opt out, he will be entitled to a maximum of \$300.00 of clothing items through Wear-Guard.

**Section 26.3.** Shorts are permitted on duty by approval of the Mayor. Shirts with sleeves must be worn at all times.

## **ARTICLE 27** **FUNERAL LEAVE**

**Section 27.1.** In the event of the death of a regular employee’s spouse, child, parent or significant other, the employee shall be allowed a maximum of five (5) days leave with pay per occurrence. In the event of the death of a regular employee’s sister, brother, mother-in-law, father-in-law, grandparent, brother-in-law or sister-in-law, or any other relative, provided that relative resides in the employee’s home, the employee shall be allowed a maximum of three (3) days leave per occurrence. Each death will be reviewed individually and will require documentation and approval of the Service Director.

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**Section 27.2.** For purposes of this Article, “significant other” means a person living with and acting in place of the spouse of a bargaining unit member.

**ARTICLE 28**  
**HOLIDAYS**

**Section 28.1.** A bargaining unit member shall be paid at the regular rate of pay for the following holidays: New Year’s Day, Martin Luther King Day, President’s Day, Good Friday (last four hours of day only), Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, day after Thanksgiving Christmas Eve (last four hours of day only), and Christmas Day.

**Section 28.2. Holiday Overtime Compensation.** Any bargaining unit member who is regularly scheduled to work in the service of the City, or who must work upon an emergency basis on anyone or more of the officially designated holidays, shall be compensated for such holiday employment at the rate of one and one-half (1½) times his or her hourly wage.

Regular employment assignments and emergency assignments shall be determined by the Director of the respective departments and/or the Mayor and shall be approved by them.

**Section 28.3.** Holiday Overtime Compensation will be done as follows:

Employees scheduled for twelve (12) hour shifts will be paid for eight (8) hours of holiday pay when the holiday occurs and they are not scheduled to work on the holiday. Employees scheduled for twelve (12) hour shifts who work on New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas shall be paid eight (8) hours straight time for the holiday and twelve (12) hours at time and one-half (1½) for working on that holiday. Employees scheduled to work twelve (12) hour shifts who work on Martin Luther King Day, President’s Day, Columbus Day and the Day after Thanksgiving shall be paid eight (8) hours holiday pay, eight (8) hours at time and one-half (1½) and four (4) hours of straight time. Employees who are scheduled to work twelve (12) hours who work on Good Friday or Christmas Eve shall be paid four (4) hours holiday pay, four (4) hours at time and one-half (1½) and eight (8) hours straight time.

Employees scheduled for eight (8) hour shifts will be paid for eight (8) hours of holiday pay when the holiday occurs. They normally do not work on holidays when they occur. If an emergency arises, they are paid at time and one-half (1½) for the hours they actually work in addition to the call-out pay (two (2) hours) they are entitled to for being called to work on the holiday.

**Section 28.4.** If an employee is scheduled to work on a holiday, but chooses to take vacation, personal, or sick leave on that day, the employee will be paid 8 hours of straight holiday pay. If the employee is scheduled to work a 12 hour shift, then they will be paid 8 hours holiday pay and 4 hours of the leave type they have chosen. All leave requests for holidays must be approved by the employee’s supervisor. \_

**ARTICLE 29**  
**LEGAL DEFENSE**

**Section 29.1.** The City hereby assumes responsibility for providing the legal defense of any bargaining unit

member for any claim or action alleged to have arisen out of any act or failure to act within the scope of his or her regular official duties or under color of office of the City position of such employee, provided that such act or failure to act was not malicious, motivated for private gain or totally extraneous to the functions of such position. The Director of Law has the duty and responsibility of making the final determination as to whether or not any action or circumstance pertaining to a bargaining unit member has been conducted within the scope or under the color title of public office and in good faith.

**Section 29.2.** Bargaining unit members when acting in good faith are hereby declared to be exempt from individual liability, for the exercise of the duties, privileges and responsibilities of their title or position with the City.

**Section 29.3.** The City shall hold such bargaining unit member harmless from any cost or liability arising out of the good faith performance of his or her official duties.

**Section 29.4.** The Director of Law or special counsel may be designated by Council to defend any bargaining unit member acquiring defense under this Section as the attorney at law to defend any such action. Such special counsel may also be designated by enactment of Council in any case wherein the Director of Law's name is a party defendant.

### **ARTICLE 30** **TAX-SHELTERED ANNUITY RETIREMENT PLAN**

**Section 30.1. Employee Defined.** For the purpose of this Section, “employee” means any person, whether appointed, elected or under contract, providing services for the City for which compensation is paid.

**Section 30.2. Purpose.** The purpose of the Employee’s Tax Sheltered Annuity Retirement Plan is to make available to City employees, officers and independent contractors who qualify, a salary reduction system affording a tax sheltered annuity program to augment the participant’s security during retirement years.

**Section 30.3. Salary Reduction Agreement.** The Mayor is hereby authorized to enter into an agreement with City employees, officers or independent contractors who qualify for this Plan, whereby the participant may designate a portion of his or her future earnings to be deducted by the City and placed in an accumulated fund calculated to provide tax sheltered annuity benefits to the participant upon his or her retirement. Such agreement shall include, but not be limited to, specifications that:

- A. No City funds shall be contributed to the Plan.
- B. The City may amend the provisions of this Plan at any time, provided, however, that no amendment shall affect the rights of participants or their beneficiaries to the receipt of payment of benefits, to the extent of any compensation deferred at the time of the amendment as adjusted for investment experience hereunder prior to and subsequent to the amendment.
- C. The City shall not be responsible for any loss due to the investment or failure of investment of funds and assets in the Plan, nor shall the City be required to replace any loss whatsoever which may result from such investments or failure to make investments.

- D. All funds and assets, together with interest, accumulations and increments thereon, in the Employees Tax Sheltered Annuity Account shall remain an asset of the employee and be subject to the employee's ownership until such time as the funds or assets of such Accountant are distributed to the participant in accordance with the provisions of the Agreement.
- E. The City may elect to purchase a variable annuity contract or other asset in connection with the liabilities assumed by it thereunder.
- F. The obligation of the City to the participant for the payment of distributions and increments thereon referred to in the Agreement are deemed a contractual obligation only, and the participant shall have no preferred or special interest by way of trust, escrow, annuity or otherwise, in and to the specified assets or funds in the Employees Tax Sheltered Annuity Account.

**Section 30.4. Administration.** The accumulated fund of this Plan shall be administered by an insurance business company doing business in the State and authorized Council to:

Oversee and administer the investment of moneys in the accumulated fund in a manner reasonably calculated to accomplish the intent and purposes of the Agreement between the employer and the participant, including, but not limited to, purchase of annuity contracts on behalf of the City;

Coordinate activities with the City to handle the variable annuity program to be used to implement the functioning of the Plan;

Make periodic reviews and analyses at such reasonable intervals as may be required to satisfy the City that the Plan is being operated in a manner reasonably calculated to accomplish its objectives, or to recommend to the City corrective measures which may be indicated;

Assist the City in the making of judgments in the administration of the Plan wherein the City's decision shall be made in an even-handed manner, treating all persons in similar circumstances alike.

**Section 30.5. Accounts.**

- A. **Generally.** The accounting and financial records shall be maintained in accordance with generally accepted accounting principles by both the City and the insurance company.
- B. **Maintenance.** The Finance Director and his or her designees shall maintain the accounting records and establish such ledger accounts as are necessary and appropriate to the efficient operation of the Plan from the City's perspective.
- C. **Accumulated fund.** Salary reductions shall be accumulated in a fund to be known as the Employees' Tax Sheltered Annuity Plan, with such disbursements or transfer of funds in such account as may be directed by the terms of the employer-participant agreement or as authorized by the City and the insurance carrier.



**Section 30.6. Effect Upon Other Benefits and Taxes.** The deferred compensation program established by this Section shall exist and serve in addition to the retirement, pension or benefits system established by the City, and no deferral of income under the deferred compensation program shall effect a reduction of any retirement, pension or other benefit provided by law. However, any sum deferred under the deferred compensation program shall not be included for the purposes of computation of any taxes withheld on behalf of any such employee. However, the tax imposed by the municipal income tax shall also be levied upon any and all compensation since deferred under this Section for the reason that, at the time of disbursement, such funds of City employees and the funds herein sheltered shall otherwise likely escape municipal income tax entirely.

**Section 30.7. Transferability.** Neither the participant nor his or her beneficiary nor any other designee shall have any right to commute, sell, assign, transfer or otherwise convey the right to receive any payments under this Plan, which payments and rights thereto are expressly declared to be non-assignable and nontransferable. In the event of any attempted assignment or transfer, the City shall have no further liability under the plan, nor shall any payments be subject to attachment, garnishment or execution, or be transferable by operation of law in the event of bankruptcy or insolvency, except to the extent otherwise provided by law.

**Section 30.8.** Notwithstanding the provisions of this article, employees participating in the tax sheltered annuity as of August 27, 2008, may continue to participate beyond the effective date of this agreement, but all other bargaining unit employees may not enroll in the plan.

### **ARTICLE 31** **RETIREMENT PAY-OUT OPTIONS**

Any full-time employee of this City who has previously qualified for bona fide public service pension benefits under the Ohio Public Employees Retirement System may, at the option of such employee, apply for and receive from the Finance Director a lump sum payout of certain leave and cash conversion benefits as the same are authorized and earned pursuant to the provisions of this Agreement as of the date of such retirement. Such accrued benefits for which an employee may be eligible for cash conversion and/or lump sum payout are:

- (1) Accrued sick leave conversion as regulated by this collective bargaining agreement;
- (2) Accrued vacation days as regulated by this collective bargaining agreement;
- (3) Accrued and unused personal leave days as regulated by this collective bargaining agreement;
- (4) Pro-rated longevity pay as regulated by this collective bargaining agreement.

In case of the death of any employee, any earned regular wages, compensatory time, vacation days, personal days, sick days, holidays and pro-rated longevity shall be paid to his/her spouse. If no spouse exists, then to his/her estate.

**ARTICLE 32**  
**PENSION PICK-UP BY THE CITY**

**Section 32.1.** Effective as of 12:01 a.m. on January 1, 1988, the subject to the provisions of subsection 32.3 hereof, the full amount of the statutorily required contribution to the Public Employees Retirement System of Ohio shall be withheld from the gross pay of each City employee who qualifies and contributes to P.E.R.S. of Ohio and shall be “picked up” (assumed and paid to the Public Employees Retirement System of Ohio by the City of Vermilion. This designated pick-up by the City of Vermilion, commencing as of January 1, 1988, is and shall be designated as public employee contributions and shall be in lieu of contributions to the Public Employees Retirement System of Ohio by each employee. No person subject to this pickup shall have the option of choosing to receive the statutorily required contribution to the Public Employees Retirement System of Ohio directly instead of having it picked up by the City of Vermilion or of being excluded from the pick-up.

The City of Vermilion shall, in reporting and making remittance to the Public Employees Retirement System of Ohio, report that the public employee’s contribution for each person subject to this designated pick-up has been made as provided by statute.

**Section 32.2.** The designated pick-up by the City of Vermilion, as provided by this Section, shall apply to all City employees who qualify for and contribute to the Public Employees Retirement System of Ohio.

**Section 32.3.** If any employee herein is subject to a pick-up by the City of Vermilion of his or her statutorily required contribution to the Public Employees Retirement System of Ohio other than as provided by this Article, the pick-up provided in subsection 32.1 hereof shall apply only to an amount equal to the difference between the full amount of that person’s statutorily required contribution to the Public Employees Retirement System of Ohio and the amount which is picked up by the City of Vermilion other than as provided by this Article.

**Section 32.4.** The gross wage or salary of any persons subject to the designated pick-up provided in this chapter shall not change as a result of this pick-up.

**Section 32.5.** The Finance Director is hereby directed to implement the provisions of this chapter to affect the designated pick-up of the statutorily required contributions to the Public Employee Retirement System of Ohio for those employees established herein so as to enable them to obtain the resulting federal and state deferments.

**ARTICLE 33**  
**ECONOMIC PACKAGE**

**Section 33.1.** It is understood that in arriving at an economic package for employee covered by this Agreement during the tenure of this Agreement that all past practices and customary procedures of the parties that have not been previously amended by this Agreement or as have not been amended by subsequent provision hereof, shall remain in effect and are mutually adopted by the parties. It is the intention hereof to reaffirm all the ordinances, resolutions and enactments of City Council pertaining to the Bargaining Unit except as the terms of this Agreement amend or may be in conflict therewith. The parties agree that if the specific terms of this Agreement are in conflict with past legislation or past practices, then

the provisions hereof shall preempt and prevail. During the term of this Agreement, the parties recognize that employees shall not lose or be diminished in economic benefits previously accorded to them save and except emergency measures reserved to management such as necessary layoffs, leaves of absence, decrease in staff or hours worked, etc. Utilizing such past enactments and practices as a base, the following economic amendments as set forth in Section 33.3 are made thereto during the duration of this Agreement:

**Section 33.2.** In order to receive consideration, an alleged violation of this article by an employee must include a detailed description of the past practice and any substantiating documentation and/or testimony to support the alleged violation.

**Section 33.3.** For all hours paid (regular and overtime):

- A. There shall be a 2.5% general wage increase effective January 1, 2016.
- B. There shall be a 2.5% general wage increase effective January 1, 2017.
- C. There shall be a 2.0% general wage increase effective January 1, 2018.

**Section 33.4.** The Employer shall pay bargaining unit members through direct deposit only. All bargaining unit members shall provide the City's Finance Director with the name of the bank and the routing and account numbers of the account to which the employee's paycheck is to be deposited. If an employee can demonstrate to the Employer that it does not have a bank account, then the Employer shall issue the employee a paper check.

**Section 33.5. Wage Progression.** Employees will advance to steps every six months maxing out at Step 8 at 3½ years. Lab Technicians and Water Maintenance Mechanics shall advance to Step 9 in lieu of Step 8 at the 3½ year mark.

#### **ARTICLE 34** **WATER AND SEWER LICENSING INCENTIVES**

In accordance with the precepts of Ordinance 70-24 and established past practice of the parties, it is agreed that employee's holding state licensing certifications in the Water Department or Waste Water Treatment Department (Sanitary Sewer) shall be granted the following monthly pay increments:

Number 1 License plus \$50.00 per month

Number 2 License plus \$100.00 per month

Number 3 License plus \$150.00 per month

CDL License for \$10.00 per month

To be eligible for the CDL incentive, all CDL holders within bargaining Local 860, shall be required to work no less than eighty (80) hours of overtime ice or snow removal. This shall be performed within a twelve (12) month period. In the event of a warm winter, the monthly CDL license payment shall be reviewed and adjusted by the Mayor. A lump sum payment for CDL incentive shall be paid by separate

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check at the same time as the annual uniform allowance.

Persons holding any type of dual state licensure will be granted only one of the increments for the highest licensure class attained, plus an additional \$10.00 per month.

Any combination of Water, Sewer or Distribution state licenses constitutes dual licensure.

The City will pay the application fee plus the license fee for all employees successfully attaining such licensure or advancing in classes or kinds of licenses.

The City will pay the employees' tuition or enrollment fee only for accredited, formal and structured educational programs required in preparing for state licensure provided the same does not unduly disrupt the workflow of the department in question.

Upon the testing day or the day before the testing, the City may furnish the employee a vehicle to attend the testing session or it may elect to reimburse the employee at the current City approved rate. If approved by the department head and testing schedules merit such a consideration, the City may also pay overnight lodging plus meals at ordinance approved rates. Additionally, in departments requiring State of Ohio EPA licensure (water and sanitary treatment) the City agrees to pay for renewals every two (2) years or at such intervals that are prescribed by the State of Ohio, provided, however, such licensee shall have worked for the City for at least six (6) months and have already obtained a license.

### **ARTICLE 35** **TRAINING POLICY PROGRAM**

The parties agree that they will encourage employee job-related education and training programs. Both parties recognize the merit in such in-service and out of service job-related training and education programs. The City will extend certain discretionary benefits for employees participating in these programs when approved by the department head and Mayor when special resources are available therefore, however the Union recognizes that a portion of such approved training or education programs may have to be paid for by employees should they desire, from time to time depending on the nature of the program and its benefit to the City and availability of City finances. Such authorized programs shall not interfere with peak seasons or emergency job conditions so as to unduly disturb the allocated work schedules of the various departments covered hereby. When so authorized, job education and training programs shall be considered as part of the normal workday, however, no overtime shall be paid therefore. Employees may be granted a discretionary leave of absence to participate in privately or individually undertaken job trade or education programs at employee's expense or with financial participation with the City in accordance with an approved education reimbursement program when such leave of absence are first approved by the department head and the Mayor.

**Section 35.1.** Continuing education requirements mandated by the EPA to maintain certain licenses within the Sewer and Water Departments shall be paid by the Employer.

**ARTICLE 36**  
**JOB DESCRIPTIONS**

The job descriptions and classifications set forth in Appendix A are made part of this contract. The parties agree that the City may amend such classifications and descriptions, but only after first meeting and discussing the same with Union representatives.

**ARTICLE 37**  
**LAYOFF AND DISPLACEMENT RIGHTS**

**Section 37.1.** The Employer shall furnish, in writing to Local 860, a list of any or all pending job abolishments and/or layoffs thirty (30) days prior to such job losses or layoffs.

The name of employee, job classification and apparent reason for job abolishment/layoff shall be listed.

This shall give the Union a time frame in which the City and Union make a seniority list available for a just and orderly layoff of affected employees.

**Section 37.2.**

- A. The employee whose position is abolished/laid off shall have the right to bump another employee in same classification who has less seniority.
- B. An employee unable to bump within his own classification may bump an employee with less seniority in another classification as long as the bumping employee meets the requirements for the position found in the job description.
- C. A “bumped” employee may utilize steps A and B until the employee with the least seniority and no bumping rights has been identified. That employee(s) shall be laid off.

**Section 37.3.** This procedure supersedes the layoff procedures contained in the Ohio Revised Code pertaining to civil service and any regulations of the Vermilion Civil Service Commission.

**Section 37.4.** No bargaining unit employee shall be laid off while any part-time, seasonal, temporary employee is employed, leased, used (as through a temporary agency) or engaged by the Employer.

**Section 37.5.** A laid off employee shall have recall rights for a period of two (2) years from the employee’s date of layoff provided the employee remains qualified to perform the work required.

**Section 37.6.** Transfer discretion shall remain a management function during any necessary layoff period. It is understood that transfers may become necessary to not deplete manpower in any given department.

**ARTICLE 38**  
**WORK RULES**

**Section 38.1. Employer's Right to Promulgate.** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's operations, services, programs, and business. Work rules shall not be applied in violation of the express terms of this Agreement.

**Section 38.2.** The Employer recognizes that no rules, policies, procedures or directives shall be established that are in violation of any express terms of this Agreement or that materially affect the wages or hours of bargaining unit employees unless mutually agreed. Prior to implementing new or changed work rules, policies, procedures or directives, or other changes that materially affect the wages, hours or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least thirty (30) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages or hours of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 41, Duration of Agreement, for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the thirty (30) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

**Section 38.3.** Newly written work rules, regulations, policies, procedures, job descriptions, or standard operating procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance; provided the parties recognize that certain situations, for example, an emergency or state or federal directive, may require that the Employer implement a change immediately.

**ARTICLE 39**  
**WAIVER IN EMERGENCY**

**Section 39.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Vermilion, or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. time limits for the processing of grievances; and,
- B. agreements relating to the temporary assignment of employees.

**Section 39.2.** Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency. As to temporary assignments, the number of days remaining as of the date of the emergency shall be tolled until termination of the emergency.

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**ARTICLE 40**  
**DISCIPLINE**

**Section 40.1.** A non-probationary employee shall not be disciplined except for just cause.

**Section 40.2.** Discipline may include:

- A. Verbal warning
- B. Written reprimand
- C. Suspension, working suspension or reductions in pay or position
- D. Termination

Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 40.3. Disciplinary Hearing.** Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee. This notice shall be provided to the employee not less than forty-eight (48) hours in advance of the predisciplinary meeting. However, the notice of predisciplinary hearing shall be sent to the employee within seven (7) workdays after the close of the investigation.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by a union representative during such response. The above language shall not be construed to obligate the Employer to grant delays for the predisciplinary meeting,

**Section 40.4. Records of Disciplinary Action.** Records of oral and written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing there is no intervening disciplinary action taken during that time period.

**Section 40.5. Disciplinary Appeals.** Disciplinary actions may be appealed in accordance with Article 8 of this Agreement.

**ARTICLE 41**  
**JURY DUTY**

**Section 41.1.** The City shall grant full pay for regularly scheduled work hours on any day when an employee is subpoenaed for jury duty by the United States, the State of Ohio, or a political subdivision. All compensation, minus court-approved expenses, received from the court for jury duty is to be remitted by the employee to the City.

**ARTICLE 42**  
**DURATION OF AGREEMENT**

**Section 42.1.** The Agreement shall be effective upon signing and shall remain in full force and effect through December 31, 2018.

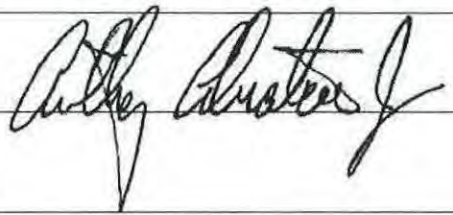
**Section 42.2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntary and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either/or both parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties, and all other agreements, written oral or otherwise, are hereby canceled.

**Section 41.3.** However, nothing in this Article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by both parties. Unless expressly provided herein, terms and conditions shall be effective upon the execution of this Agreement.

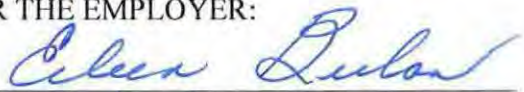


**Signatures**

In Witness Whereof, the parties have hereunto set their hands to duplicates of this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE UNION:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER:

  
  
  
\_\_\_\_\_  
\_\_\_\_\_



**STREET DEPARTMENT  
ASSISTANT FOREMAN**

**Responsibility**

Under the general direction of the Street Maintenance Foreman and/or the Street Superintendent, is responsible for the supervision of the street maintenance crew; performs related duties as required.

**Typical Tasks**

Supervises a crew maintaining streets, sidewalks, alleys, sewers and related facilities and structures; participates in the work by operating trucks, snow plows, grader, backhoe, tractors, rollers, mowers, and Laborer duties as required.

Paints crosswalks and traffic signs; uses acetylene and electric torches to bum and weld; performs maintenance on equipment.

Maintains work and material records; procures material and tools needed by crew members to perform their duties; maintains records and prepares reports.

Other related duties as assigned and performance of other classifications in emergencies only.

**Desirable Knowledge, Skills and Abilities**

General knowledge of street and alley maintenance methods, tools and materials; general knowledge of paving materials used to repair streets; ability to develop and maintain effective working relationships with associates and the general public.

**Required Knowledge, Skills and Abilities**

Possess and maintain a valid Commercial Driver's License.

Minimum two years as City of Vermilion Street Department Equipment Operator. High School Graduate or G.E.D.

Occasional lifting, reaching overhead as well as horizontal, stooping, bending over, climbing and balancing.

Ability to read blueprints; ability to maintain records and prepare reports.

## **STREET DEPARTMENT EQUIPMENT OPERATOR**

### **Responsibility**

Under the general direction of the Street Maintenance Superintendent and/or the Assistant Street Department Foreman; is responsible for preventative maintenance, minor repairs and the efficient and safe operation of a variety of light and heavy equipment.

### **Typical Tasks**

(Other related duties as assigned and performance of other classifications in emergencies only.)

Operates heavy or complicated equipment that requires more time to learn than light equipment.

May also operate a variety of light motorized equipment such as trucks, tractors, mowers, backhoes, etc., when not required to operate heavy or complicated equipment.

May be required to perform unskilled or semi-skilled laboring duties such as painting crosswalks and signs, digging ditches, laying sewer tile, patching potholes in street, flagging traffic, cleaning sewers, painting buildings, shoveling snow, digging post holes, trimming grass and shrubs, erecting snow fences, washing cars and trucks, etc., uses acetylene and electric torches to burn and weld. Makes repairs to equipment.

May be required to make minor repairs to equipment, buildings, machinery, pumps, compressors and other equipment, replacing window glass, constructing shelving, cupboards and partitions, etc.

### **Desirable Knowledge, Skills and Abilities**

General knowledge of the operating principles of internal combustion engines; considerable skill in the operation of heavy-duty equipment and in the operation of a variety of light equipment. such as trucks, mowers, compressors, sewer cleaning equipment, salt spreaders, street sweepers and rollers; considerable knowledge of state motor vehicle laws; ability to develop and maintain effective working relationships with associates and the general public.

### **Required Knowledge, Skills and Abilities**

Possess and maintain a valid Commercial Driver's License.

High School Graduate or G.E.D.

Occasional lifting, reaching overhead as well as horizontal, stooping, bending over, climbing.

## **STREET DEPARTMENT LABORER**

### **Responsibility**

Under the immediate supervisor of the Street Department Assistant Foreman, the Street Maintenance Foreman and the Street Department Superintendent, is responsible for performing routine manual laboring; performs related tasks as required.

### **Typical Tasks**

(Other related duties as assigned and performance of other classifications in emergencies only.) Backfills excavations after repairs have been completed; assists skilled or semi-skilled workers in concrete, asphalt or grading operations; mixes concrete with shovel or other hand tools using the correct amount of sand, cement and water;

Moves sand asphalt, debris or stone by wheelbarrow; rakes leaves, sweeps sidewalks, picks up rubbish, paper and fallen branches; shovels snow; may maintain restrooms in clean, sanitary condition as part of other laboring duties.

Assists construction and maintenance crews when cleaning sewers, culverts and catch basins; loads and unloads trucks and vans; stacks lumber and other material in storage areas; may paint maintenance buildings, bridges and equipment; pump gas; change tires; wash cars and trucks.

In emergencies, may be required to drive a snow plow or a vehicle to run errands; may drive workers and equipment to a job site and at the end of the shift or upon completion of the project, return the vehicle to a predetermined destination.

### **Desirable Knowledge, Skills and Abilities**

Knowledge of simple construction and maintenance methods; ability to read and write; ability to use common hand tools; ability to understand and carry out oral instructions; ability to perform heavy manual tasks for long periods in all kinds of weather; ability to develop and maintain effective working relationships with associates.

Possess a valid Commercial Driver's License.

### **Required Knowledge, Skills and Abilities**

Must be a current City of Vermilion Civil Service List for Laborer. (This requirement is not for employee's presently in the Bargaining Unit.) Process experience, training and ability in construction and maintenance methods and the efficient and safe operation of light motorized equipment for at least three years.

High School Graduate or G.E.D.

Occasional lifting, reaching overhead as well as horizontal, stooping, bending over, climbing and balancing.

A valid State of Ohio Driver's License.

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**STREET DEPARTMENT**  
**MAINTENANCE MECHANIC**

**Responsibility**

Under the general direction of the Street Department Assistant Foreman and/or the Director of Public Service; is responsible for the preventative maintenance and repairs of Street Department, and other City of Vermilion, vehicles and equipment, and the efficient and safe operation of a variety of light and heavy equipment.

**Typical Tasks**

- \*Perform the duties of preventative maintenance and minor repairs of all City vehicles.
- \*Perform highly skilled and complex mechanical repairs on both light and heavy equipment.
- \*Perform maintenance & repairs and operation of electronic traffic control devices.
- \*Perform repairs to other equipment, buildings, etc.
- \*Operate light, heavy and complicated equipment.
- \*May also be required to perform unskilled or semi-skilled laboring duties such as painting street markings, install signs, digging ditches, laying storm sewer tile, patching potholes in streets, flagging traffic, cleaning storm sewers, painting buildings, plowing snow, shoveling snow, digging post holes, trimming/mowing grass, washing cars and trucks, use acetylene and electric torches to burn and weld, etc.
- \*All other related duties as assigned and the performance of other classifications in emergencies, with the priority being maintenance and repair of City vehicles and equipment.

**Desired Knowledge, Skills, and Abilities**

- \*General knowledge and considerable skill in the operation of heavy-duty equipment and in the operation of light equipment such as trucks, mowers, compressors, sewer cleaning equipment, salt spreaders, street sweepers, rollers, etc. Considerable knowledge of State motor vehicle laws, ability to develop and maintain effective working relationships with associates and the general public.
- \*ASE Certifications desired-
- \*Preventative Maintenance Inspection    \*Truck/Trailer Repair

**Required Knowledge, Skills, and Abilities**

\*Possess and maintain a valid Commercial Driver's License

\*High School Graduate or G.E.D.

\*ASE Certifications required-

\*Diesel Engines

\*Suspension and Steering

\*Brakes

\*Electrical/Electronic Systems

\*Drive train

\*Gasoline Engines

\*Heavy Equipment Repair

\*General Welding Certification

\*Use of specialized tools and extensive welding. Occasional lifting, reaching overhead as well as horizontal, stooping, bending over, climbing, etc.

Internal Applicant must have six ASE certifications at the time they apply and must acquire the remaining two within one year from appointment to the position.

**WATER AND  
WASTEWATER  
LABORATORY TECHNICIAN**

**Responsibility**

Under the general direction of the Water and Wastewater Treatment Plant Superintendents. Is responsible for performing analytical techniques as required in Water and Wastewater Laboratories by State and Federal regulations; performs related tasks as required.

**Typical Tasks**

Maintains laboratory and equipment in accordance with accepted standards.

Performs required chemical, physical and bacteriological analysis and maintains records. Maintains laboratories in a clean, orderly condition by performing housekeeping chores such as sweeping, mopping and washing.

Attends seminars and conferences as necessary.

Substitutes for Water and Wastewater Treatment Operators as needed. Makes recommendations for needed materials or collects samples at Treatment Plant sites in the distribution or collection system. Other related duties as assigned.

**Desirable Knowledge, Skills and Abilities**

Thorough knowledge of laboratory techniques for analyzing water and wastewater samples. Ability to plan and organize the workings of modern water and wastewater laboratories. Ability to maintain records and prepare reports.

A valid State of Ohio Water and Wastewater Treatment Plant Operator's License (Class I).

**Required Knowledge, Skills and Abilities**

To have passed a City of Vermilion Civil Service Exam for Water or Wastewater Treatment Plant Operator within two (2) years before date of appointment. (This requirement is not for Employees presently in the Bargaining Unit.)

A High School Graduate or G.E.D. with post-high school training in chemistry, engineering or a biological science.

An Ohio EPA Water and Wastewater Operator School Certificate within four (4) years after date of appointment.

Certification by the Ohio Department of Health Laboratories for Ohio EPA mandated bacteria and chemical analysis within six (6) months from date of appointment.

Possess a valid Ohio Driver's License.

Occasional lifting, reaching overhead as well as horizontal, stooping, bending over, climbing and balancing.

**WASTEWATER TREATMENT PLANT  
MAINTENANCE MECHANIC**

**Responsibility**

Under the direct supervision of Wastewater Plant Superintendent and under the general direction of the Utilities Manager.

**Typical Tasks**

This is a skilled position with duties to include maintenance of pumps, electrical control panels, pumping stations, electric motors and other equipment commonly found in a wastewater plant and wastewater lift station. The position requires interpretation of engineering drawings, knowledge of OSHA and normal safety standards associated with wastewater treatment and wastewater pumping stations. The ability to operate backhoe, dump trucks, sewer cleaning trucks and other equipment associated with wastewater treatment and collection.

**Desirable Knowledge, Skills and Abilities**

An Ohio EPA Class I Collection License is desired but not required.

**Required Knowledge, Skills and Abilities**

A High School Graduate or G.E.D.  
A valid Commercial Driver's License

Required to obtain an Ohio EPA Class I Wastewater Collection School Certificate within four (4) years from date of appointment.

Occasional lifting, reaching overhead as well as horizontal, stooping, bending over, climbing and balancing.

SALARY:	Upon entering the position	Range 11 and Step 6
	When receive Class I	Range 11 and Step 7
	When receive Class II	Range 11 and Step 8

## **WATER DISTRIBUTION ASSISTANT FOREMAN**

### **Responsibility**

Under the general direction of the Service Director, Water Distribution Foreman and/or the Superintendent, is responsible for the supervision of the water distribution employees; performs related duties as required.

### **Typical Tasks**

Supervises employees in the absence of Water Distribution Foreman or Superintendent.

Performs field work associated with water meter reading, repair and installation.

Services and operates water main valves, service line valves and other valves associated with water and hydrant systems.

Responds to water and sewer emergencies, performs related tasks to correct the emergency, and deals with the public in courteous manner.

Cleans and repairs sewer lines and related other maintenance associated with proper sewer distribution operation.

Maintains equipment and work area in a clean, orderly condition by sweeping and mopping floors, washing vehicles, shoveling snow and mowing grass as needed.

Operates equipment associated with water and sewer distribution maintenance, i.e., backhoe, dump truck, air compressor, jackhammer, sewer jet and vacuum, trucks, etc.

Ability to maintain and prepare records, collect and distribute water and sewer samples. Other related duties as assigned.

### **Desirable Knowledge, Skills and Abilities**

An Ohio EPA Class I Water Distribution License.

General knowledge of street locations and geography of the City.

Mechanical aptitude, willingness to learn equipment operation. Ability to write legibly and do basic arithmetic calculations.

### **Required Knowledge, Skills and Abilities**

Possess and maintain a valid Commercial Driver's License. Minimum two (2) years as a Distribution Department Serviceman in the Distribution Department



Required to obtain an Ohio EPA Class I Water Distribution School Certificate within three (3) years from date of appointment.

High School Graduate or G.E.D.

Occasional lifting, reaching overhead as well as horizontal, stooping, bending over, climbing and balancing. Climbing, balancing, reaching overhead as well as horizontal.

**DISTRIBUTION DEPARTMENT  
WATER AND SEWER SERVICEMAN**

**Responsibility**

Under the immediate supervision of the Utilities Manager. Operates and maintains a variety of equipment associated with all phases of water and sewer distribution systems.

**Typical Tasks**

Performs field work associated with water meter reading, repair and installation.

Services and operates water main valves, service line valves and other valves associated with water and hydrant systems.

Responds to water and sewer emergencies, performs related tasks to correct the emergency, and deals with the public in courteous manner.

Cleans and repairs sewer lines and related other maintenance associated with proper sewer distribution operation.

Maintains equipment and work area in a clean, orderly condition by sweeping and mopping floors. washing vehicles, shoveling snow and mowing grass as needed.

Operates equipment associated with water and sewer distribution maintenance, i.e., backhoe, dump truck, air compressor, jackhammer, sewer jet and vacuum, trucks, etc.

Ability to maintain and prepare records, collect and distribute water and sewer samples. Other related duties as assigned.

**Desirable Knowledge, Skills and Abilities**

An Ohio EPA Class I Water Distribution License.

General knowledge of street locations and geography of the City.

Mechanical aptitude, willingness to learn equipment operation. Ability to write legibly and do basic arithmetic calculations.

**Required Knowledge, Skills and Abilities**

Possess and maintain a valid Commercial Driver's License. Minimum two (2) years as a Laborer in the Distribution Department.

Required to obtain an Ohio EPA Class I Water Distribution School Certificate within three (3) years from date of appointment.

High School Graduate or G.E.D.

Occasional lifting, reaching overhead as well as horizontal, stooping, bending over, climbing and balancing. Climbing, balancing, reaching overhead as well as horizontal.

## **DISTRIBUTION DEPARTMENT LABORER**

### **Responsibility**

Under the direct supervisor of the Utilities Manager. Trains in and operates a variety of equipment associated with water and sewer distribution systems. Included in emergency report work as needed to maintain proper distribution system integrity.

### **Typical Tasks**

Operates sewer rodding and sewer cleaning machines; installs and repairs water lines and sanitary sewers.

Operates air compressor, jack hammer and related equipment.

Makes semi-skilled repairs in city buildings and other structures. Operates backhoe, end loader, tractor, paint sprayer, power saw and equipment normally used in the water and sewer departments. Performs related work as required. Other related duties as assigned.

### **Desirable Knowledge, Skills and Abilities**

A valid Commercial Driver's License.

An Ohio EPA Class I Distribution License.

Some knowledge of the tools, equipment and methods used in public work construction and maintenance.

Ability to understand and follow oral and written instructions, and ability to develop skill in the use of mechanical equipment.

Ability to work with the general public and fellow employees.

Ability to perform work requiring physical strength and endurance and to withstand exposure to variable weather conditions.

Skill in the use of common hand tools.

Experience in performing manual work in the construction and maintenance of City owned buildings.

### **Required Knowledge, Skills and Abilities**

Required to have passed a City of Vermilion Civil Service exam for Laborer within two (2) years before date of appointment. (This is not a requirement for Employees now presently in the Bargaining Unit.)

An Ohio IPA Class I Water Distribution School Certificate within three (3) years from date of appointment.

A valid State of Ohio Driver's License.

Occasional lifting, reaching overhead as well as horizontal, stooping, bending over, climbing and balancing.

## **WATER PLANT OPERATOR**

### **Responsibility**

Under the immediate supervision of the Utilities Manager. Operates and maintains a variety of equipment associated with the water treatment process.

### **Typical Tasks**

On assigned shift, operates raw water and high service pumps, chemical feeders, backwash pump, filters and other equipment as needed.

Performs various laboratory analyses and collects samples as required; adjusts flows and chemical feeds as indicated by lab tests to produce optimum plant results within Ohio EPA guidelines.

Makes periodic rounds of the plant checking charts, equipment operations, meters, etc., maintains a log of plant operations.

Maintains the plant in a clean, orderly condition by sweeping and mopping floors, shoveling snow and mowing grass.

Assists in plant maintenance in disassembling machines, pumps and other equipment; performs routine equipment lubrication and testing as required; helps repair damaged parts; replaces new parts; may perform other maintenance as needed.

Other related duties as assigned.

### **Desirable Knowledge, Skills and Abilities**

Mechanical aptitude; ability to develop and maintain effective working relationships with associates; ability to maintain records and prepare reports; ability and willingness to learn to make repairs to a variety of machines and equipment.

### **Required Knowledge, Skills and Abilities**

High School Graduate or G.E.D.

Required to obtain an Ohio EPA Class I Water Distribution School Certificate within three (3) years from date of appointment.

Required to have passed a City of Vermilion Civil Service exam for Laborer within two (2) years before date of appointment. (This is not a requirement for Employees now presently in the Bargaining Unit.)

Occasional lifting, reaching overhead as well as horizontal, stooping, bending over, climbing and balancing.

## WASTE WATER PLANT OPERATOR

### **Responsibility**

Under the immediate supervision of the Wastewater Superintendent and under the general supervision of the Utilities Manager. Operates and maintains a variety of equipment associated with the wastewater treatment process.

### **Typical Tasks**

Operates or checks automatic operation of pumps, valves and other equipment on assigned shift.

Regulates the flow of wastewater and sludge in a wastewater treatment plant; takes readings of temperatures, pressures, weights, levels and other data by means of gauges and meter.

Lubricates and cleans pumps, motors and similar equipment; maintains a constant supply of chemicals, such as alum, iron products, polymers, etc., to the treatment process.

Performs various laboratory analyses and collects samples as required; adjusts flow and chemical feeds as indicated by lab test to produce optimum plant results within Ohio EPA guidelines.

Maintains the plant in a clean, orderly condition by sweeping and mopping floors; may shovel snow and mow grass.

Assists in plant maintenance in disassembling machines, pumps and other equipment; performs routine equipment testing as needed; helps repair or replace parts or other maintenance as needed.

### **Desirable Knowledge, Skills and Abilities**

A valid Commercial Driver's License.

An Ohio EPA Class I Wastewater Operators License.

### **Required Knowledge, Skills and Abilities**

Possess and maintain a valid Ohio Motor Vehicle License.

High School graduate or G.E.D.

Required to obtain an Ohio EPA Water Distribution School Certificate within three (3) years from date of appointment.

Required to have passed a City of Vermilion Civil Service Exam for Wastewater Treatment Plant Operator within two (2) years before appointment. (This is not a requirement for employees now presently in the Bargaining Unit.)

Occasional lifting, reaching overhead as well as horizontal, stooping, bending over, climbing and balancing.

**WATER DEPARTMENT  
METER READER**

**Responsibility**

Under the general direction of the Utilities Manager, is responsible for routine meter reading; mowing grass or shoveling snow when not reading meters to fill weekly workload.

**Typical Tasks**

Completes meter reading in areas assigned; transcribes data from meters; checks for leaks; when not actively engaged in meter reading may be required to mow grass or shovel snow.

**Desirable Knowledge, Skills and Abilities**

General knowledge of the street layout of the City of Vermilion; ability to develop and maintain effective working relationships with associates.

**Required Knowledge, Skills and Abilities**

Possession of a valid Ohio Driver's License. Ability to accurately read and transcribe numbers from various types of meters. Ability to interact with the public in a civil manner. Ability to walk 8 hours/day, bend, lift.

For new hires only, placement on Civil Service Eligibility List.

**APPENDIX B**

**CITY OF VERMILION, OHIO**

**RECEIPT OF MATERIALS**

The undersigned hereby states that he/she has received a copy of the educational materials explaining the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the City of Vermilion's policy and regulations for meeting these requirements.

\_\_\_\_\_  
Date of Acknowledgement

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Name of Employee

**The City of Vermilion, Ohio**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX C**

**LABORER'S INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO  
LOCAL 860 -- GRIEVANCE FORM**

STEWARD \_\_\_\_\_

EMPLOYEE NAME \_\_\_\_\_ DATE \_\_\_\_\_

WORK UNIT \_\_\_\_\_ CLASSIFICATION \_\_\_\_\_

EMPLOYEE'S IMMEDIATE SUPERVISOR \_\_\_\_\_

GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

ADJUSTMENT REQUESTED: \_\_\_\_\_

\_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

(STEP ONE)

IMMEDIATE SUPERVISOR      DATE OF MEETING WITH EMPLOYEE: \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_ DATE OF REPLY \_\_\_\_\_

REPLY: \_\_\_\_\_

\_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

SERVICE DIRECTOR (STEP 2)

DATE RECEIVED \_\_\_\_\_ DATE OF MEETING WITH EMPLOYEE \_\_\_\_\_

DATE OF REPLY \_\_\_\_\_

REPLY: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE \_\_\_\_\_



**APPENDIX D**

**CITY OF VERMILION  
APPLICATION FOR SICK LEAVE**

I hereby request of the Finance Director to use \_\_\_\_\_ hours of my accumulated sick leave to avoid loss of pay.

The following circumstances justify the use of sick leave:

CHECK ONE

\_\_\_\_\_ Personal illness Nature of illness: \_\_\_\_\_

\_\_\_\_\_ Illness, injury, death in immediate family

\_\_\_\_\_ Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Other

CHECK ONE:

\_\_\_\_\_ Consultation with a physician was not required

\_\_\_\_\_ Consultation was held with Dr. \_\_\_\_\_

\_\_\_\_\_ Date

PLEASE INDICATE DATE AND NUMBER OF HOURS REQUESTED IN BOXES BELOW:

SAT.	SUN.	MON.	TUES.	WED.	THURS.	FRI.

\_\_\_\_\_ Employee signature \_\_\_\_\_ Date \_\_\_\_\_ Dept. Head approval \_\_\_\_\_

Print Name \_\_\_\_\_

Number of Hours Granted \_\_\_\_\_ Sick Leave Balance \_\_\_\_\_ As of \_\_\_\_\_

Employee Name \_\_\_\_\_

Dates Used \_\_\_\_\_ Finance Director Approval \_\_\_\_\_ Date \_\_\_\_\_



**APPENDIX F**  
**UTILITY DEPARTMENT**  
**VACATION FORM**

\_\_\_\_\_ REQUEST VACATION TIME FROM:

\_\_\_\_\_ TO \_\_\_\_\_  
Date/Time/Day of Week                      Date/Time/Day of Week

TOTAL HOURS REQUESTED \_\_\_\_\_

DATE POSTED \_\_\_\_\_  
Approved/Disapproved

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Department Head

EMPLOYEE'S VACATION  
BALANCE BEFORE TIME  
REQUESTED:

\_\_\_\_\_

TO: \_\_\_\_\_  
Department Head

FROM: \_\_\_\_\_  
Employee

DATE: \_\_\_\_\_

REFERENCE: Conversion of vacation time

My anniversary date is: \_\_\_\_\_

I am requesting a cash conversion of \_\_\_\_\_ hours of my vacation time. I would like it applied to payroll period ending \_\_\_\_\_  
Date

SIGNATURE OF EMPLOYEE: \_\_\_\_\_

APPROVAL OF DEPARTMENT HEAD: \_\_\_\_\_

Please apply to Department Head two weeks before anniversary date.

Vermilon 2016 union 860 wage scale

	1	2	3	4	5	6	7	8	9	10	11	12	13
25	\$33.8690	\$34.7479	\$35.6704	\$36.3938	\$37.0781	\$37.9854	\$38.8981	\$39.8042	\$40.7877	\$41.7613	\$42.5804	\$43.4050	\$44.2231
24	\$33.0716	\$33.8690	\$34.7479	\$35.6704	\$36.3938	\$37.0781	\$37.9854	\$38.8981	\$39.8042	\$40.7877	\$41.7613	\$42.5804	\$43.4050
23	\$32.2611	\$33.0716	\$33.8690	\$34.7479	\$35.6704	\$36.3938	\$37.0781	\$37.9854	\$38.8981	\$39.8042	\$40.7877	\$41.7613	\$42.5804
22	\$31.4648	\$32.2611	\$33.0716	\$33.8690	\$34.7479	\$35.6704	\$36.3938	\$37.0781	\$37.9854	\$38.8981	\$39.8042	\$40.7877	\$41.7613
21	\$30.6359	\$31.4648	\$32.2611	\$33.0716	\$33.8690	\$34.7479	\$35.6704	\$36.3938	\$37.0781	\$37.9854	\$38.8981	\$39.8042	\$40.7877
20	\$29.8091	\$30.6359	\$31.4648	\$32.2611	\$33.0716	\$33.8690	\$34.7479	\$35.6704	\$36.3938	\$37.0781	\$37.9854	\$38.8981	\$39.8042
19	\$29.0150	\$29.8091	\$30.6359	\$31.4648	\$32.2611	\$33.0716	\$33.8690	\$34.7479	\$35.6704	\$36.3938	\$37.0781	\$37.9854	\$38.8981
18	\$28.1512	\$29.0150	\$29.8091	\$30.6359	\$31.4648	\$32.2611	\$33.0716	\$33.8690	\$34.7479	\$35.6704	\$36.3938	\$37.0781	\$37.9854
17	\$27.3397	\$28.1512	\$29.0150	\$29.8091	\$30.6359	\$31.4648	\$32.2611	\$33.0716	\$33.8690	\$34.7479	\$35.6704	\$36.3938	\$37.0781
16	\$26.5434	\$27.3397	\$28.1512	\$29.0150	\$29.8091	\$30.6359	\$31.4648	\$32.2611	\$33.0716	\$33.8690	\$34.7479	\$35.6704	\$36.3938
15	\$25.6992	\$26.5434	\$27.3397	\$28.1512	\$29.0150	\$29.8091	\$30.6359	\$31.4648	\$32.2611	\$33.0716	\$33.8690	\$34.7479	\$35.6704
14	\$24.9182	\$25.6992	\$26.5434	\$27.3397	\$28.1512	\$29.0150	\$29.8091	\$30.6359	\$31.4648	\$32.2611	\$33.0716	\$33.8690	\$34.7479
13	\$24.0914	\$24.9182	\$25.6992	\$26.5434	\$27.3397	\$28.1512	\$29.0150	\$29.8091	\$30.6359	\$31.4648	\$32.2611	\$33.0716	\$33.8690
12	\$23.2603	\$24.0914	\$24.9182	\$25.6992	\$26.5434	\$27.3397	\$28.1512	\$29.0150	\$29.8091	\$30.6359	\$31.4648	\$32.2611	\$33.0716
11	\$22.4683	\$23.2603	\$24.0914	\$24.9182	\$25.6992	\$26.5434	\$27.3397	\$28.1512	\$29.0150	\$29.8091	\$30.6359	\$31.4648	\$32.2611
10	\$21.6264	\$22.4683	\$23.2603	\$24.0914	\$24.9182	\$25.6992	\$26.5434	\$27.3397	\$28.1512	\$29.0150	\$29.8091	\$30.6359	\$31.4648
9	\$20.8224	\$21.6264	\$22.4683	\$23.2603	\$24.0914	\$24.9182	\$25.6992	\$26.5434	\$27.3397	\$28.1512	\$29.0150	\$29.8091	\$30.6359
8	\$20.0446	\$20.8224	\$21.6264	\$22.4683	\$23.2603	\$24.0914	\$24.9182	\$25.6992	\$26.5434	\$27.3397	\$28.1512	\$29.0150	\$29.8091
7	\$19.2168	\$20.0446	\$20.8224	\$21.6264	\$22.4683	\$23.2603	\$24.0914	\$24.9182	\$25.6992	\$26.5434	\$27.3397	\$28.1512	\$29.0150
6	\$18.4509	\$19.2168	\$20.0446	\$20.8224	\$21.6264	\$22.4683	\$23.2603	\$24.0914	\$24.9182	\$25.6992	\$26.5434	\$27.3397	\$28.1512
5	\$17.7765	\$18.4509	\$19.2168	\$20.0446	\$20.8224	\$21.6264	\$22.4683	\$23.2603	\$24.0914	\$24.9182	\$25.6992	\$26.5434	\$27.3397
4	\$16.8986	\$17.7765	\$18.4509	\$19.2168	\$20.0446	\$20.8224	\$21.6264	\$22.4683	\$23.2603	\$24.0914	\$24.9182	\$25.6992	\$26.5434
3	\$16.1501	\$16.8986	\$17.7765	\$18.4509	\$19.2168	\$20.0446	\$20.8224	\$21.6264	\$22.4683	\$23.2603	\$24.0914	\$24.9182	\$25.6992
2	\$15.3386	\$16.1501	\$16.8986	\$17.7765	\$18.4509	\$19.2168	\$20.0446	\$20.8224	\$21.6264	\$22.4683	\$23.2603	\$24.0914	\$24.9182
1	\$14.5499	\$15.3386	\$16.1501	\$16.8986	\$17.7765	\$18.4509	\$19.2168	\$20.0446	\$20.8224	\$21.6264	\$22.4683	\$23.2603	\$24.0914
	1	2	3	4	5	6	7	8	9	10	11	12	13

R  
A  
N  
G  
E

**STEP**

- A. Serviceman Distribution Department Range 8
- B. Laborer Distribution Department Range 8
- C. Relief Operator Distribution Department Range 8
- D. Assistant Foreman Distribution Department Range 10
- E. Operator Water Treatment Plant Water Treatment Plant Range 8
- F. Operator Sewer Treatment Plant Range 8
- G. Laboratory Technician Sewer Treatment Plant Range 8
- H. Meter Reader Distribution Department Range 8
- I. Maintenance Mechanic Wastewater Treatment Plan Range 11
- J. Assistant Foreman Street Department Range 10
- K. Equipment Operator Street Department Range 8
- L. Maintenance Mechanic Street Department Range 8
- M. Laborer Street Department Range 8

Vermilon 2017 union 860 wage scale

	1	2	3	4	5	6	7	8	9	10	11	12	13
25	\$34.7157	\$35.6166	\$36.5622	\$37.3037	\$38.0051	\$38.9350	\$39.8705	\$40.7993	\$41.8073	\$42.8053	\$43.6449	\$44.4901	\$45.3286
24	\$33.8984	\$34.7157	\$35.6166	\$36.5622	\$37.3037	\$38.0051	\$38.9350	\$39.8705	\$40.7993	\$41.8073	\$42.8053	\$43.6449	\$44.4901
23	\$33.0677	\$33.8984	\$34.7157	\$35.6166	\$36.5622	\$37.3037	\$38.0051	\$38.9350	\$39.8705	\$40.7993	\$41.8073	\$42.8053	\$43.6449
22	\$32.2514	\$33.0677	\$33.8984	\$34.7157	\$35.6166	\$36.5622	\$37.3037	\$38.0051	\$38.9350	\$39.8705	\$40.7993	\$41.8073	\$42.8053
21	\$31.4018	\$32.2514	\$33.0677	\$33.8984	\$34.7157	\$35.6166	\$36.5622	\$37.3037	\$38.0051	\$38.9350	\$39.8705	\$40.7993	\$41.8073
20	\$30.5544	\$31.4018	\$32.2514	\$33.0677	\$33.8984	\$34.7157	\$35.6166	\$36.5622	\$37.3037	\$38.0051	\$38.9350	\$39.8705	\$40.7993
19	\$29.7404	\$30.5544	\$31.4018	\$32.2514	\$33.0677	\$33.8984	\$34.7157	\$35.6166	\$36.5622	\$37.3037	\$38.0051	\$38.9350	\$39.8705
18	\$28.8550	\$29.7404	\$30.5544	\$31.4018	\$32.2514	\$33.0677	\$33.8984	\$34.7157	\$35.6166	\$36.5622	\$37.3037	\$38.0051	\$38.9350
17	\$28.0232	\$28.8550	\$29.7404	\$30.5544	\$31.4018	\$32.2514	\$33.0677	\$33.8984	\$34.7157	\$35.6166	\$36.5622	\$37.3037	\$38.0051
16	\$27.2070	\$28.0232	\$28.8550	\$29.7404	\$30.5544	\$31.4018	\$32.2514	\$33.0677	\$33.8984	\$34.7157	\$35.6166	\$36.5622	\$37.3037
15	\$26.3417	\$27.2070	\$28.0232	\$28.8550	\$29.7404	\$30.5544	\$31.4018	\$32.2514	\$33.0677	\$33.8984	\$34.7157	\$35.6166	\$36.5622
14	\$25.5411	\$26.3417	\$27.2070	\$28.0232	\$28.8550	\$29.7404	\$30.5544	\$31.4018	\$32.2514	\$33.0677	\$33.8984	\$34.7157	\$35.6166
13	\$24.6937	\$25.5411	\$26.3417	\$27.2070	\$28.0232	\$28.8550	\$29.7404	\$30.5544	\$31.4018	\$32.2514	\$33.0677	\$33.8984	\$34.7157
12	\$23.8418	\$24.6937	\$25.5411	\$26.3417	\$27.2070	\$28.0232	\$28.8550	\$29.7404	\$30.5544	\$31.4018	\$32.2514	\$33.0677	\$33.8984
11	\$23.0301	\$23.8418	\$24.6937	\$25.5411	\$26.3417	\$27.2070	\$28.0232	\$28.8550	\$29.7404	\$30.5544	\$31.4018	\$32.2514	\$33.0677
10	\$22.1670	\$23.0301	\$23.8418	\$24.6937	\$25.5411	\$26.3417	\$27.2070	\$28.0232	\$28.8550	\$29.7404	\$30.5544	\$31.4018	\$32.2514
9	\$21.3430	\$22.1670	\$23.0301	\$23.8418	\$24.6937	\$25.5411	\$26.3417	\$27.2070	\$28.0232	\$28.8550	\$29.7404	\$30.5544	\$31.4018
8	\$20.5457	\$21.3430	\$22.1670	\$23.0301	\$23.8418	\$24.6937	\$25.5411	\$26.3417	\$27.2070	\$28.0232	\$28.8550	\$29.7404	\$30.5544
7	\$19.6972	\$20.5457	\$21.3430	\$22.1670	\$23.0301	\$23.8418	\$24.6937	\$25.5411	\$26.3417	\$27.2070	\$28.0232	\$28.8550	\$29.7404
6	\$18.9122	\$19.6972	\$20.5457	\$21.3430	\$22.1670	\$23.0301	\$23.8418	\$24.6937	\$25.5411	\$26.3417	\$27.2070	\$28.0232	\$28.8550
5	\$18.2209	\$18.9122	\$19.6972	\$20.5457	\$21.3430	\$22.1670	\$23.0301	\$23.8418	\$24.6937	\$25.5411	\$26.3417	\$27.2070	\$28.0232
4	\$17.3210	\$18.2209	\$18.9122	\$19.6972	\$20.5457	\$21.3430	\$22.1670	\$23.0301	\$23.8418	\$24.6937	\$25.5411	\$26.3417	\$27.2070
3	\$16.5539	\$17.3210	\$18.2209	\$18.9122	\$19.6972	\$20.5457	\$21.3430	\$22.1670	\$23.0301	\$23.8418	\$24.6937	\$25.5411	\$26.3417
2	\$15.7221	\$16.5539	\$17.3210	\$18.2209	\$18.9122	\$19.6972	\$20.5457	\$21.3430	\$22.1670	\$23.0301	\$23.8418	\$24.6937	\$25.5411
1	\$14.9137	\$15.7221	\$16.5539	\$17.3210	\$18.2209	\$18.9122	\$19.6972	\$20.5457	\$21.3430	\$22.1670	\$23.0301	\$23.8418	\$24.6937
	1	2	3	4	5	6	7	8	9	10	11	12	13

**STEP**

- A. Serviceman Distribution Department Range 8
- B. Laborer Distribution Department Range 8
- C. Relief Operator Distribution Department Range 8
- D. Assistant Foreman Distribution Department Range 10
- E. Operator Water Treatment Plant Water Treatment Plant Range 8
- F. Operator Sewer Treatment Plant Range 8
- G. Laboratory Technician Sewer Treatment Plant Range 8
- H. Meter Reader Distribution Department Range 8
- I. Maintenance Mechanic Wastewater Treatment Plan Range 11
- J. Assistant Foreman Street Department Range 10
- K. Equipment Operator Street Department Range 8
- L. Maintenance Mechanic Street Department Range 8
- M. Laborer Street Department Range 8