AGREEMENT BETWEEN THE

CITY OF DELAWARE

AND

THE WATER AND WASTEWATER TREATMENT FACILITY EMPLOYEES ASSOCIATION

EFFECTIVE DATES
January 1, 2017 – December 31, 2019

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ARTICLE 1

AGREEMENT

Section 1. This Agreement is made and entered into by and between the City of Delaware, (hereinafter referred to as the City,) and the Delaware Water and Wastewater Treatment Facility Employees Association (hereinafter referred to as the Association).

Section 2. This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the City, its employees, and the Association. This Agreement is intended to formalize the issues approved by the negotiating committees of the City and the Employees Association. It is understood by the parties hereto that this Agreement is subject to enactment of an appropriate ordinance by the Delaware City Council. The term of this Agreement shall begin on January 1, 2017 through December 31, 2019.

ARTICLE 2

RECOGNITION

Section 1. The City recognizes the Association as the sole and exclusive representative for all employees included in the Bargaining Unit described in Section 2. of this article. The Association is recognized by the City as the sole and exclusive representative of all Bargaining Unit members in any and all matters relating to wages, hours and terms and conditions of employment, and the continuation, modification, or deletion of any existing provisions of past Agreements between the parties, and the resolution of questions arising under this Agreement.

Section 2. The Bargaining Unit shall include all full-time hourly employees in the Water and Wastewater Treatment Facility divisions.

Facility Maintenance Technician I
Facility Maintenance Technician II
Truck Driver
Environmental Plant Operator/Trainee
Environmental Plant Operator I
Environmental Plant Operator II
Environmental Plant Operator III

ARTICLE 3

MANAGEMENT RIGHTS

Unless the City has set forth in this Agreement a limitation upon the Council's or the City Manager's right or duty to manage the City of Delaware, or the right of the Superintendents of Water and Wastewater Treatment to manage the Water and Wastewater Treatment Divisions, the City shall retain all rights imposed upon it by law to carry out the administration of government and management of the City including the Water and Wastewater Treatment Divisions. The right to manage shall include, but not be limited to:

A. The right to direct, supervise, evaluate, hire, promote, transfer, assign, schedule, layoff and retain employees, and also to suspend, discipline, demote, and discharge for just cause.

B. The right to effectively manage the work force and to determine the number of personnel needed in any agency or department, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, organizational structure and overall budget.

C. The right to determine the appropriate job classifications, and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and the effectiveness of government operations.

D. The right to make reasonable rules to regulate the work force and to establish and amend personnel policies and procedures relating to any matter which is not set forth in the Agreement.

E. The right to take any necessary action to carry out the mission of the City.

ARTICLE 4

CITY WORK RULES

Section 1. Establishing. The City will establish central work rules; such rules shall not be in conflict with this contract. Such rules shall be uniformly applied and any work rules made by individual departments or divisions shall not be in conflict with the central work rules.

Section 2. Posting. When existing central work rules and personnel policies are changed or new central work rules and personnel policies are established, the city shall furnish the union with a copy of the changed or new rule at least fifteen (15) days prior to the effective notice of the affected changes. The changed or new central work rule or personnel policies shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days before becoming effective unless an emergency situation requires central work rules or personnel policies to be effective immediately.

Section 3. Notification. The City will furnish each member of the bargaining unit with a copy of all central work rules within thirty (30) days after they become effective. New employees shall be provided with a copy of the central work rules at the time of hire.

Section 4. Enforcement. Employees shall comply with all central work rules.

ARTICLE 5

PROBATIONARY PERIOD

Section 1. New Hires Probationary Period. The probationary period for all newly hired employees will be a period of six (6) months from the date of hire, during which time an evaluation of performance will be conducted by the employee's immediate supervisor. After successful completion of the probationary period, employees will be credited with seniority from the original date of hire. During the probationary period, the member may be dismissed without recourse to grievance/arbitration procedures in this contract.

Section 2. Promotional Probationary Period. Any member who is promoted shall serve a three (3) month probationary period from the date of his promotion, during which time an evaluation of performance will be conducted by the employee's immediate supervisor. If the member fails to demonstrate that he can completely and satisfactorily perform the job within the probationary period, the City shall return the employee to his former classification, without any loss in seniority. Any other members who were promoted following and as a result of this member's promotion shall also be returned to their former positions.

ARTICLE 6

GRIEVANCE PROCEDURE

GRIEVANCE DEFINED

SECTION 1. Should any difference or dispute arise between the City and any member or group of members with respect to the interpretation or application of a specific and identified provision of this Agreement, it will be considered a grievance and must be resolved in accordance with the following procedure:

GRIEVANCE PROCESS

Step 1. If any member or group of members believes that he/she or they have a grievance (as defined above), he/she or they shall first cite the specific contract clause violated and discuss the grievance with the Superintendent within three (3) working days of grievance event. If at this stage the grievance cannot be resolved the grievance shall within three (3) working days of such discussion be reduced to writing and shall be signed by the aggrieved member or members and the Bargaining Unit Representative and presented in person by the Bargaining Unit Representative to the Plant Superintendent. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the Plant Superintendent within that time period shall be considered abandoned. The Plant Superintendent shall answer in writing all grievances within five (5) working days of their receipt. (The day of submission is not counted as a day of this step or any succeeding step.) If satisfactory disposition is not made by the Plant Superintendent, then within five (5) working days:

Step 2. The grievance shall be presented in person to the City Manager or his/her designee, who shall respond to the grievance in writing within five (5) working days. The response will be signed by the City Manager and will be final and binding.

ARTICLE 7

CORRECTIVE ACTION AND RECORDS

Section 1. Just Cause. Except as provided in the probationary period article of this agreement, no association member shall be removed, reduced in pay or position, suspended or reprimanded except for just cause.

Section 2. Progressive Discipline. The City agrees to follow the principle of progressive, corrective action. The Superintendent may skip any step of progressive action if the violations are of a very serious nature. Further, the City agrees to fairly and equitably discipline members.

Section 3. Review of Personnel Files. Any member shall be allowed, upon written request, to review his/her personnel file maintained at the departmental level and/or City Manager's office. Between 8:00 a.m. and 5:00 p.m., Monday through Friday. Such request shall be made to the Superintendent directly and review shall be made in the presence of the Superintendent or his designated representative. Any member may have documents in his/her file copied by staff upon request. The administration may levy a charge for such copying, which charge shall bear a reasonable relationship to actual cost.

Section 4. Disclosure of Personnel Files. The City will only disclose those matters in a member's personnel file as are required to be disclosed by the Ohio public records law, O.R.C. Section 149.43. The City will attempt to notify the member before any information is disclosed if that can be done within a reasonable period of time. If prior notification cannot be given, the member will be notified within a reasonable period of time after the disclosure has been made.

Section 5. Performance Evaluations. A member's signature on any performance evaluation, if any, shall be viewed by the parties hereto, only as a representation that he has read it; it shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The member shall be the last person to sign an evaluation and no evaluation comments may be recorded on record copies thereafter. The member shall receive a copy of the evaluation in its final form when he signs it.

Section 6. Inaccurate Documents. Should any member have reason to believe that there are any inaccuracies in documents contained in his file, he may write a memorandum to the superintendent explaining the alleged inaccuracy. If the superintendent concurs with the member's contention, he shall either remove the inaccurate document or attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum content.

Section 7. Use of Prior Discipline. In assessing proper levels of discipline, the City will take into account the length of time since any previous offenses have occurred. Records of oral counseling will not be used as a basis of further discipline two (2) or more years after issuance, and records of written reprimand will not be used as a basis of further discipline five (5) years or more after issuance.

Section 8. Disciplinary Notification. An employee shall be notified within two (2) working days after any determination to discipline such employee, providing the employee is available during this period.

Section 9. Representation. For disciplinary procedures, the employee, if so desired, shall have available the bargaining representative during said proceedings.

ARTICLE 8

WAGES

Section 1. For the dates specified below, the new pay rates are effective for the pay period beginning on the date noted. The following pay rates reflect a 2% increase for 2017, a 2% increase for 20158 a, and a 2 % increase for 2019.

PAY RATES COMMENCING DECEMBER 28, 2016						
PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
II	HOURLY	15.78	16.84	17.29	18.38	19.52
V	HOURLY	19.52	20.36	21.13	22.11	22.98
VI	HOURLY	20.99	21.85	22.75	23.73	24.76
VIII	HOURLY	23.25	24.20	25.25	26.33	27.44
IX	HOURLY	25.52	26.57	27.70	28.88	30.10
X	HOURLY	27.75	28.97	30.20	31.44	32.78

PAY RATES COMMENCING DECEMBER 27, 2017						
PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
II	HOURLY	16.10	17.18	17.64	18.75	19.91
V	HOURLY	19.91	20.77	21.55	22.55	23.44
VI	HOURLY	21.41	22.29	23.21	24.20	25.26
VIII	HOURLY	23.72	24.68	25.76	26.86	27.99
IX	HOURLY	26.03	27.10	28.25	29.46	30.70
X	HOURLY	28.31	29.55	30.80	32.07	33.44

PAY RATES COMMENCING DECEMBER 16, 2018						
PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
II	HOURLY	16.42	17.52	17.99	19.13	20.31
V	HOURLY	20.31	21.19	21.98	23.00	23.91
VI	HOURLY	21.84	22.74	23.67	24.68	25.77
VIII	HOURLY	24.19	25.17	26.28	27.40	28.55
IX	HOURLY	26.55	27.64	28.82	30.05	31.31
X	HOURLY	28.88	30.14	31.42	32.71	34.11

Section 2.

PAY GRADE	POSITION
II	Facility Maintenance Technician I
V	Facility Maintenance Technician II, Truck Driver
VI	Environmental Plant Operator/Trainee
VIII	Environmental Plant Operator I
IX	Environmental Plant Operator II
X	Environmental Plant Operator III

Section 3. For all new environmental plant operators hired after the ratification and adoption of this article, said employee shall obtain a minimum of a Class I Certificate of Operations within four (4) years of their date of hire. If an employee fails to achieve a minimum of a Class I Certificate of Operations within the required time limit, it is understood the City Manager, or his designee retains sole discretion in extending said employee's employment.

Section 4. Work Schedule Changes. The City will follow these steps before implementing any

work schedule change:

A. The City will meet with the Association Representatives and explain the reasons requiring the schedule change at least 30 days before implementing any change, except during what the City deems to be a temporary emergency.

B. The City shall review and seriously consider any reasonable alternative work schedules proposed by the Association.

C. The City agrees to conduct a trial period of at least 60 days with the proposed schedule before implementing any work schedule change. At the end of the 60 day trial period, the City will meet to review the impact of the shift changes with employee representatives, and consider any concerns they may have prior to the city making a final decision and implementing a change in the work schedule.

Section 5. Step and Pay Grade Advancement. Employees will, subject to the approval of the City Manager, move to the next successive step in their present pay grade after each year of continuous full-time service at that pay grade.

Salary step and pay grade increases will become effective the first full payroll period after their anniversary date.

Section 6. Certification. All current operating personnel, who are or become qualified by the certifying authority to take an examination for a higher certification will be permitted to do so. Upon successful completion of the higher certification the employee will advance to the respective pay grade as per Section 5.

The City will pay all associated fees for any training and tests approved by the Superintendent required for higher certification. If an operator fails to obtain the certification on the first attempt, any fees associated with additional attempts, except paid time to take the exam, will be paid by the employee. The City will also pay for approved continuing education requirements for operator certification.

All employees hired to operate the plants after **August 19, 2008** will not automatically advance to the Class III Pay Grade (X). They will be able to automatically advance to the Class II Pay Grade (IX) upon successful completion of the Ohio EPA Class II exam. Compensation at the Class III Pay Grade (X) will be limited to five (5)* operators at each plant. All operators will be able to obtain their Class III License, however, advancement to the Class III Pay Grade (X) will not occur until there are vacancies at each plant (less than five (5) Class III operators).

ARTICLE 9

OVERTIME

Section 1. Compensation. Members shall be compensated at straight-time rates for all hours in paid status, except that all hours in paid status in excess of forty (40) hours in any work week shall be compensated for at a rate of time and one-half. Payment in cash shall be made for any overtime due at the time of separation from the City service.

Section 2. Compensatory Time. In lieu of cash payment, the member may request to be compensated for overtime by compensatory time off in accordance with law. (See Article 10, Compensatory time). Such compensatory time off shall be equal to one and one-half (1.5) hours for each hour of overtime compensation to which the member is entitled. All requests for compensatory time are subject to approval of the Superintendent. Compensatory time shall be taken at a time mutually agreeable to the supervisor and the employee.

Section 3. Accumulation Limit. Members may accumulate up to eighty (80) hours of compensatory time. When a member has eighty (80) hours of accumulated compensatory time, all further overtime will be paid in cash.

Section 4. Overtime Scheduling. Where practical, overtime shall be administered on a voluntary basis, otherwise, it shall be mandatory that each employee scheduled to work overtime must perform the job assignment within his given classification. An exception to the application of mandatory overtime scheduling shall be permissible when a valid reasonable request is made by an employee, at the superintendent's discretion. Time worked due to work schedules being changed at the request of the employee or trading days off by mutual consent of employees and the prior consent of the superintendent is not subject to overtime compensation.

ARTICLE 10

COMPENSATORY TIME

Section 1. Compensatory Time. In lieu of cash payment for work in excess of forty (40) hours in any work week, the member may request to be compensated for this overtime by compensatory time off in accordance with law. Such compensatory time off shall be equal to one and one-half (1.5) hours for each hour of overtime compensation to which the member is entitled. All requests for compensatory time are subject to approval of the Superintendent. Compensatory time shall be taken at a time mutually agreeable to the supervisor and the employee.

Section 2. Accumulation Limit. Members may accumulate up to eighty (80) hours of compensatory time. When a member has eighty (80) hours of accumulated compensatory time, all further overtime will be paid in cash.

ARTICLE 11

SHIFT DIFFERENTIAL

Section 1. Shift differential shall be paid for all employees who work other than normally scheduled day-shift hours at the rate of seventy (70¢) per hour for all hours worked outside of 7 A.M. through 5 P.M.

Section 2. When a member works other than their normal shift and if shift differential is applicable, each member shall receive shift differential pay on an hourly basis at the rate designated in Section 1., for each hour worked in shift differential status.

Section 3. Shift differential pay shall be paid only for hours worked. Shift differential pay shall not be applicable for time off for holiday, vacation, sick leave, funeral leave, military, injury leave or any other paid leave. Shift differential pay shall be included when computing overtime pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstances.

Section 4. Shift differential shall be included in payments for accrued compensatory time at the regular rate earned by the employee at the time the employee receives such payment.

ARTICLE 12

LONGEVITY COMPENSATION

Members shall receive, in addition to other pay called for herein, Longevity Compensation based on completed years of permanent, full-time service according to the following table:

After five (5) years of continuous service	$575/year
After ten (10) years of continuous service	$775/year
After fifteen (15) years of continuous service	$975/year
After twenty (20) years of continuous service	$1,175/year

The longevity compensation shall be paid, in accordance with the above schedule, in two (2) separate lump sum payments during the first pay periods of June and December of each year.

Upon termination of service for other than just cause, members who are eligible for longevity pay under this section (or in the event of death, the surviving spouse, dependents or estate) will be paid, as part of their terminal pay, the final partial year of longevity compensation, prorated to the number of months completed during said partial year since the member's last payment date.

For the purpose of this section, continuous years of service shall include approved military leave and any time in paid status.

ARTICLE 13

CALL IN PAY

When an employee is called in to work other than his normal work schedule, and he/she reports, he/she shall be paid or credited with a minimum of two hours of overtime pay. The City maintains the right to retain that employee at the job site for the purposes of related work at the discretion of the superintendent. Call in pay does not apply when an employee is asked to continue to work beyond their normal work schedule, or is asked to report early.

ARTICLE 14

CLOTHING

Section 1. The following items of clothing, the type of which will be determined by the Superintendent after discussing with Chief Association Representative, will be provided to each member:

(1) Steel Toe Footwear
(2) Rubber Boots
(3) Five (5) tee shirts or other approved clothing at the same cost of those five shirtsper year containing city logo. If costs exceed the amount of the five tee shirts, members may cover the difference themselves.
(4) Rain Gear
(5) One (1) pair of Work Gloves
(6) One (1) Hard Hat
(7) Hearing and Eye Protection

Section 2. Any item in Section 1 which a member desires to have replaced must be turned in to the Superintendent, who shall have the sole discretion in determining if replacement is necessary.

Section 3. The above items must be worn while on duty and only while on duty. The City will furnish either one hip or waist-length jacket with matching bib cover-alls or one pair of insulated cover-alls, at the option of the member, as needed, but not more than one set per year. Employees shall be permitted to choose the brand of cold weather gear to be worn/purchased as long as they are duck brown and of an acceptable quality level as determined in Labor Management meetings.

Section 4. Uniforms will be furnished and laundered by the City. Uniforms must be worn during and only during assigned work hours. The uniform will consist of long pants and shirts with the City logo. Tee and collared shirts will be laundered by the employee.

Section 5. The City agrees to replace or repair any lost, stolen or damaged item(s) issued pursuant to this section, provided the loss, theft or damage is not the result of the member's intentional abuse or negligence, as determined by the Superintendent. Upon termination, all items except footwear and shirts, provided pursuant to this section must be returned to the City.

ARTICLE 15

INSURANCE

Section 1. Hospitalization, Surgical and Major Medical.

The City will continue to provide comprehensive hospitalization, surgical and major medical coverage for all full-time members and their dependents. Beginning January 1, 1999, or at some date thereafter, the City may implement a Preferred Provider Organization (PPO). The Plan if implemented will provide for the following deductibles and co-payments as follows:

		NETWORKS PROVIDERS	NON-NETWORK PROVIDERS
Annual Deductible	Single Family	None None	$ 500.00 $1000.00
Office Visit Co-pay		$10.00	N/A
ER Visit Co-Pay		$50.00 unless admitted into the hospital, otherwise co-insurance will apply in excess of the deductible	**N/A**
Co-insurance			
	Single	90/10% of first $1,000 80/20% of next $3,000	50/50% of first $5,000
	Family	90/10% of first $2,000 80/20% of next $5,000	50/50% of first $10,000

The parties acknowledge that all of the "wellness benefits" added to the plan effective January 1, 1992 are subject to all of the generally applicable plan limits, such as deductibles and co-payments. Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable federal tax regulations. Effective January 1, 2012 employees will contribute to the cost of the health benefit plan in an amount equal to 11% of the established monthly COBRA rate utilized by the City. Effective January 1, 2013 employees will contribute to the cost of the health benefit plan in an amount equal to15% of the established monthly COBRA rate utilized by the City. Annually, on April of the following years, the COBRA rate will be established. Contributions will be deducted from all members in a paid status based on twelve (12) months times the monthly rate, divided by the number of pay periods per year (26). An example would be: $68.33/mo. x 12 = $819.96, $819.96/26 pay periods = $31.53 per pay period In the event federal tax regulations are changed so that medical benefit

plans are no longer tax exempt, the City will not be responsible to pick up the member's tax burden.

The City will permit employees who have alternate health options through a spouse to opt out of the City plan in return for a payment of $100 per month. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. One spouse will carry the cost of the plan minus the opt out payment. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage. The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in circumstances which the member determines justifies such decision. The member must give thirty (30) days notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, significant cost increase of spouse's coverage, divorce or other change in family status. The plan will comply with Internal Revenue Code Section 125 which governs this matter.

Employees who opt out of the health insurance program will be compensated as follows:

No Coverage	$100 per month
Maintain Prescription Only	$60 per month
Maintain Dental Only	$65 per month
Maintain Prescription and Dental	$55 per month

*** An employee may not elect to have medical coverage only.**

Payments will begin on the first pay period of the month following 30 days notice of an employee's desire to drop coverage. A form will be provided which will contain all information necessary to discontinue coverage under the plan. The form must be signed and returned to the Department of Administrative Services. Until such time that an employee is effectively dropped from City coverage, they will be subject to any payroll contributions.

All payments made in lieu of insurance coverage will be included as other pay on employee's paycheck. This income will not be included in income subject to PERS contributions but will be subject to all applicable taxes.

Section 2. Prescription Card.

The City will provide a prescription card plan for members and their dependents.

The retail benefits will be the following:

- 80/20% for generic drugs
- 50/50% name brand drugs with a $25 co-pay for each disbursement

The mail order benefits will be the following:

- 90/10% for generic drugs and
- 75/25% for name brand drugs with no $25 co-pay.

The maximum expense an employee will pay for coinsurance is $250 annually for single coverage and $500 for family annually for prescription benefits, however, the $25 co-pay for retail name brand drugs will not count towards the calculation of the $250 or the $500 coinsurance maximum and will always apply even after an employee reaches the coinsurance maximum expenditure.

Section 3. Dental Care Plan.

The City will maintain the current dental coverage for all members.

Section 4. Life Insurance.

The City will maintain life insurance for all members at a face value of $50,000.

Section 5.

The City shall provide a certificate of coverage for each member. Such a certificate shall be for the members' family situation.

Section 6.

The City and the Association agree to participate in a city-wide employee-management insurance review committee for the purpose of mutually monitoring the status of the health plan. This review committee shall meet at least annually.

The City reserves the right to change providers of health benefits including the PPO Plan, the prescription card plan and the dental plan.

The Employer agrees to provide bargaining unit employees health plan coverage. Such coverage may be provided through a self-funded plan or an outside insurance carrier. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages and utilization. The Employer shall meet and confer with the Union regarding health care providers and levels of coverage but the Employer shall make the final determination if a consensus is not reached.

Section 7.

If the City makes vision coverage available to employees, it will contribute up to $6 a month, on behalf of the employee, towards the monthly premium. The employee will be responsible for the balance of the monthly cost of the coverage selected.

ARTICLE 16

TUITION REIMBURSEMENT

All full-time employees with one or more years of continuous active service shall be eligible for a reimbursement of instructional fees for undergraduate or graduate courses towards a degree or certification, pre-approved by the City and voluntarily undertaken by the employee. The tuition reimbursement program shall be subject to the following conditions:

A. There must be a correlation between the member/s duties and responsibilities and the courses taken or the degree program pursued. The City Manager has the sole and final discretion to approve or disapprove tuition reimbursement requests. All courses must be approved by the Department Head and must be taken during other than scheduled working hours. Any situation which, in the discretion of the Department Head, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses.

B. Any financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the member is eligible for under this section. If a member/s tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City.

C. Beginning January 1, 1994, employees seeking authorization of a tuition reimbursement must first submit to the department head for review, prior to September 30 of the year proceeding when the classes are to be taken, all necessary information pertaining to the proposed course degree to be pursued, the educational institution and the employee's best estimate of courses, cost, dates and times.

   Courses must be taken at accredited colleges, universities, technical and business institutes through their correspondence program or at their established extension centers, and these must first be approved by the City. Seminars, conferences and workshops are not included.

D. Reimbursement for tuition will be made when the member satisfactorily completes (attains at least a grade of "C" or its equivalent for graduate work) a course and presents an official certificate or its equivalent, and a receipt for payment or a copy of the unpaid bill from the institution confirming completion of the approved course.

E. No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the

cost of tuition and fees as outlined in paragraph D.

F. Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement due to disability) or is discharged for just cause must repay the tuition reimbursement paid by the City for courses taken less than two years prior to the date of termination or discharge. If necessary, this amount will be deducted from the employee's terminal leave pay or final paycheck.

ARTICLE 17

HOLIDAY PAY/PERSONAL LEAVE

Section 1. The following are designated as paid holidays for full-time members:

New Year's Day, January 1	Little Brown Jug Day, ½ day
Martin Luther King Day,	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day, July 4	Day before Christmas, ½ day
Labor Day	Christmas Day, December 25

Section 2. If one of the holidays set forth above occurs while a member is on vacation leave, such day shall not be charged against his/her vacation leave.

Section 3. No holiday pay shall be granted unless such member has been employed as a full-time employee of the City for at least thirty (30) days immediately preceding such holiday.

Section 4. For each holiday observed on a shift operator's workday, said member shall work that holiday unless the member requests and is granted the day off by the Superintendent. If the member was scheduled to work more than the holiday compensation (8 hours or 4 hours for ½ days), then the member shall be charged vacation leave, personal days or compensatory time for the additional time off.

Section 5. Members shall be compensated for holiday premiums accordingly.

1. Members working on the holidays of Martin Luther King Jr., Little Brown Jug Day ½ day, Day after Thanksgiving Day, and Day before Christmas ½ day, shall be paid 8 hours of holiday compensation or 4 hours of holiday compensation for ½ day holidays plus regular time for hours worked.

2. Members working on the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day shall be paid 8 hours of holiday compensation plus time and one half for all hours worked.

3. Members not working on a holiday shall be paid 8 hours of holiday compensation or 4 hours of holiday compensation for ½ day holidays.

Section 6. For purposes of holidays, holiday premiums shall apply to the tour of duty beginning on the day which is celebrated as a holiday, except that for night personnel who work the night before a holiday, the tour of duty beginning the night before the holiday shall be considered the holiday tour.

Section 7. Members shall be credited with 32 hours of personal leave per calendar year. Use of

this time shall be at the member's discretion with the approval of the Superintendent.

Section 8. All members will be permitted to accumulate three (3) years' worth of holiday compensatory time and personal leave, except for new hires who shall receive a prorated amount based on hire date. If an employee separates from service prior to the end of the calendar year, personal leave will be prorated. If an employee's personal leave balance is insufficient to cover the proration, the prorated amount corresponding to the rest of the year will be deducted from the employee's final paycheck. A member may elect to cash in up to one year's worth of holiday compensatory time and personal leave each year. The Superintendent will post a notice in June informing members of the required deadline for selling holiday compensatory time and personal leave. A member must inform the Superintendent prior to August 1 of the year preceding the calendar year in which the member intends to make the trade.

Section 9. At the time of separation, a member shall be compensated for all accrued, but unused, holiday compensatory time and personal leave days.

ARTICLE 18

VACATION TIME

Section 1. The vacation year for members shall end at the close of business on the last day of the last pay period that ends in the month of December.

Section 2. Each full-time status member shall accrue vacation leave by pay period at the annual rate of work hours based on years of total service which is established in the schedules contained in Section 3 of this article. "Years of total service" is defined to be the total of all periods of permanent full-time employment for the City of Delaware. Any period of interruption of service due to resignation, layoff, disciplinary suspension, or discharge for cause, will not be included in the computation of total service. Time not in paid status, excepting military leave, shall also be excluded in computing total service. In computing years of service, the higher rate of accrual will be on the first day of the first pay period after which a year of service is completed.

Section 3. The following vacation accrual schedules are established:

YEARS OF TOTAL SERVICE	VACATION HRS/YEAR	VACATION HRS/PAY
Less than 5 years	80.6	3.1
5 years but less than 10 years	119.6	4.6
10 years but less than 15 years	161.2	6.2
15 or more years	200.2	7.7

Section 4. Any vacation balance in excess of the maximum number of work hours established in this paragraph shall become void as of the close of business on the last day of the last pay period that ends in the month of December.

YEARS OF TOTAL SERVICE	MAXIMUM ACCRUAL OF VACATION HOURS
Less than 5 years	241.8
5 years but less than 10 years	358.8
10 years but less than 15 years	483.6
15 or more years	600.6

Section 5.

A. To be eligible for bi-weekly (pay period) vacation accumulation, a member must be in paid status for a minimum of 72 hours within that pay period; except that when a member is required to report for work and does so report and is denied work because of circumstances beyond his control, absence from work for the balance of that day shall not be construed as unpaid work status.

B. A member in full-time status who is to be separated from the City service through discharge, resignation, retirement or layoff, and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting a vacation leave after his last day of active service with the City. Such payment shall be paid at the member's hourly rate of pay at time of separation.

C. When a member dies while in paid status in the City service, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, dependents, the employee's estate, or such other person the member may have designated in writing.

D. Requests for vacation shall be submitted to the Superintendent no later than March 1st of each year. Conflicts in scheduling for those who have submitted requests during this period will be resolved on the basis of length of service in current division. Exceptions may be made by the Superintendent if circumstances warrant. Requests turned in after this date may be approved on a first-come, first-served basis if no one else is scheduled for the requested time period and it will not adversely affect the shift.

Section 6. A member may elect to trade up to three (3) weeks of vacation time for equivalent pay during any calendar year. The Superintendent will post a notice in June informing members of the required deadline for selling vacation time. A member must inform the Superintendent prior to August 1 of the year preceding the calendar year in which he intends to make the trade and must maintain at least forty (40) hours of vacation time in the member's account after said trade takes place.

ARTICLE 19

SICK LEAVE

Section 1. Each member shall be entitled to sick leave with pay of four and six-tenths (4.6) hours for each completed eighty (80) hours of service. A member may use sick leave, upon approval of the Superintendent, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness or injury of the member's spouse, children or step-children who are dependent on the employee for his/her health and well-being. Each member will be required to sign the City "Request For Leave Form" listing the specific reason for the absence and that the absence was the result of one of the causes specified above. For any sick leave absence of five (5) or more consecutive days due to a member's illness, such member will be required to provide a physician's certificate stating the nature of the illness and stating that the member is physically able to return to work. The City retains the right to insist that a member, before returning to work from a sickness leave due to such member's illness, be examined by a physician designated by the City at the City's expense, to verify that the member can safely return to work. Alternatively, the member required to see a physician may see a physician of his own choosing, but in that event will not be reimbursed for the costs incurred. Falsification of a physician's certificate shall be grounds for disciplinary action including discharge.

Section 2. Sick leave must be taken in one-half (½) hour increments.

Section 3. If a member used 0 hours of sick leave in any one calendar year, that member shall be credited with an additional twenty four hours of vacation time the following year. If a member uses between one (1) and eight (8) hours of sick leave in any one calendar year, that member shall be credited with an additional sixteen (16) hours of vacation time. If a member uses between nine (9) and twelve (12) hours of sick leave in any one calendar year, that member shall be credited with twelve (12) additional vacation hours the following year. If a member uses between thirteen (13) and sixteen (16) hours of sick leave in any one calendar year, that member shall be credited with eight (8) additional vacation hours in the following year. At the member's option, any additional vacation time earned can be taken in the form of vacation leave or compensation in cash.
At the member's option, any additional vacation time earned can be taken in the form of vacation leave or compensation in cash.

Section 4. Any member who has accumulated at least 800 hours of sick leave credit may, during any calendar year, convert any excess thereof up to 120 hours of sick leave to vacation leave on the basis of two (2) hours of sick leave for one (1) hour vacation leave.

Section 5. Any member separated from City service for any reason other than termination with just cause shall be paid for all accrued sick leave on the basis of one (1) hour of pay for every three (3) hours of unused sick leave up to 650 hours. A member separated from City service for other than just cause shall be paid for any accrued sick leave for those hours which exceed 650 hours shall be paid on the basis of one (1) hour of pay for every two (2) hours of unused sick

leave. Total sick leave payout cannot exceed sixteen (16) weeks pay. Also, any such member who has completed a minimum of fifteen (15) years of service with the City, all unused sick leave credit will be converted to terminal leave pay on the basis of one (1) days pay for every two (2) unused sick leave days, to a maximum of sixteen (16) weeks pay.

Section 6. An employee hired before February 1, 2014 may not transfer or "carry over" accrued or unused sick leave to the City from another employer.
Each member hired by the City of Delaware after February 1, 2014 may transfer accrued sick leave hours from previous employment with any public agency but such sick leave hours will not be eligible for conversion or payment upon separation pursuant to section 5. In addition, sick leave usage by members who transfer in sick leave hours will first be charged to sick leave hours accumulated while employed by the City of Delaware. Members will only be eligible to utilize hours transferred in from prior public employment when they have no balance of sick leave available from sick leave accrued while employed by the City of Delaware.

ARTICLE 20

INJURY LEAVE

Section 1. All regular full-time members shall be entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits which he/she may be awarded by the Ohio Industrial Commission (OIC), for a period not to exceed 120 working days for members working a 40-hour workweek for each injury incurred in the performance of employment duties with the City, provided that the following procedures are followed:

A. In all cases of personal injury to any regular full-time member as a result of the performance of employment duties, the member shall complete an accident/injury investigation form and in conjunction with his/her respective Superintendent shall report such injury to the Assistant City Manager immediately and ensure that a claim is filed with the OIC.

B. In the event that time off from work is required by the injured member, such member will be granted injury leave from the first day of injury, if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the member's physician, an Agreement covering Compensation Reimbursement, any necessary OIC forms and other documents as may be required by the City. In the event that the OIC determines that the injury is not employment related, any time the member is, or has been, absent from work shall be deducted first, from any accrued sick leave, then accrued vacation, or accrued compensatory time off, other than compensatory time for overtime worked.

C. During the period of time an injured member is being paid under this policy, all normal benefits given to regular full-time City members shall remain in force with no deductions to earned sick leave and/or vacation time.

D. In all cases where an injury leave of more than 120 working days is requested by a member working a 40-hour work week, the City Manager may extend such leave if such necessity is determined to his/her satisfaction. Each member requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician setting forth the need for the extension.

ARTICLE 21

HEALTH AND SAFETY

Section 1. Safety is of mutual concern to the City and the Association on behalf of employees. The Association will cooperate with the City in encouraging employees to observe applicable safety rules and regulations to maintain a safe and healthy work environment.

Section 2. For purposes of this section, "unsafe equipment" and "unsafe conditions" means equipment or conditions which, even if reasonable care and caution are used, present an unreasonable risk of injury to an employee or others. All employees shall promptly report to their supervisor any equipment or condition which is allegedly unsafe. Employees will not be disciplined for reporting allegedly unsafe equipment or conditions to their supervisor. If it is determined by management that equipment or conditions are unsafe, then reasonable and prompt steps will be taken to correct the problem.

ARTICLE 22

FUNERAL LEAVE

Section 1.

A. Each regular full-time member shall be entitled to funeral leave with pay according to the following schedule:

	DAYS/HOURS OF LEAVE	
Leave for Death of:	**Local Funeral**	**Other Funeral**
Immediate Family Member	1-3 days*	1-5 days*
Other Relative	May Use Up To 1 Scheduled Work Day of Accrued Leave	May Use Between 1-3 Scheduled Work Days of Accrued Leave

* One work day/shift is automatic for the day of the funeral, but additional time up to the maximum shall be given only with approval of the Superintendent.

** All leave time with approval of the Superintendent.

B. For the purposes of this section, "Immediate Family Member" means spouse, child, brother, sister, parents, step-child, step-brother, step- sister and step-parents. grandparents, sister in law, brother in law and parents in law.

C. For the purposes of the section, "Local Funeral" means a funeral in the City of Delaware, or within fifty (50) miles thereof.

ARTICLE 23

LABOR/MANAGEMENT COMMITTEE

Section 1. Committee. The Association and the City agree to establish a labor/management committee, which will consist of three (3) members of the Union, and three (3) members of management, with at least one of whom is to be from outside the Water/Wastewater Divisions.

Section 2. Purpose. The City and the Association recognize the benefit of exploration and study of current and potential problems and differences via meetings of representatives to exchange views and information. The City and the Union agree to meet periodically for the duration of this agreement for the purpose of discussion, exploration and study of such matters as are of vital concern to both. The party requesting the meeting shall be responsible for scheduling the meeting and preparing the agenda. Unless agreed to otherwise, the meeting shall be limited to a discussion of matters contained in the agenda.

ARTICLE 24

ASSOCIATION RELEASE TIME

The Association shall be credited each contract period with a total of seventy-two (72) hours which may be used as paid time off by Association representatives for the purpose of specifically attending meetings, jointly attended by Association and City representatives, with regards to the current or subsequent contract. Time so served shall be deemed active and continuous service for all purposes.

ARTICLE 25

ASSOCIATION MATTERS

Section 1. Association Dues Deductions. Upon the City's receipt of a signed authorization form from the employee, the City will deduct from the wages and turn over to the appropriate designated officer of the Association, the regular monthly Association dues of such member. The authorization form individually and voluntarily shall certify in writing that the member authorizes such deduction. This authorization shall be in writing, and will require the employee and the Association to agree to hold the City harmless for any payment made to the Association by the City during the term of the voluntary assignment. All members of the bargaining unit shall either become dues-paying members of the Association or, as a condition of continued employment, remit to the Association a fair-share fee in the amount set from time to time by the Association in accordance with the provisions of O.R.C. 4117.09 (C). Said amount shall be deducted from all wages of all such non-members on the same basis as the deductions made for dues from members of the Association. The amount deducted from the employee's paycheck with regard to the local dues which are voluntarily authorized, shall be turned over to the Association no later than thirty (30) days following such deduction.

Section 2. Association Bulletins. The Association shall be permitted to post Association-related materials in the lunchrooms at the Water and Wastewater Treatment facilities.

Section 3. Ballot Boxes. The Association shall be permitted, upon prior notification to the Plant Superintendent, to place a ballot box at the Water and Wastewater facilities for the purpose of collecting members' ballots on all Association issues subject to ballot. Such boxes shall be the property of the Association and neither the ballot boxes nor their contents shall be subject to the City's review.

Section 4. Association Meetings. The Association shall be permitted, upon prior written request to the Plant Superintendent, to hold meetings for Association members employed by the City of Delaware at the Water or Wastewater facilities. The notification required under this section shall be delivered to the Superintendent at least forty-eight (48) hours prior to the time for the requested meeting and shall state the date, time and requested location of the meeting. The City agrees to allow the Association to use the requested location at the date and the time specified in the union request provided the location is not otherwise in use. However, under no circumstances will Association use of these facilities be permitted to interfere with the business of the City. In the event that permission is granted at the time of the request and the requested facility, due to unexpected events arising during the forty-eight (48) hour notice period, is needed for City business, then permission will be revoked. In the event that the permission must be revoked, the City will, if possible, give the Association notice of the revocation as soon as possible.

Section 5. Use of Intra-Departmental Mails. The Association shall be permitted to utilize the intra-departmental mail boxes for the purpose of providing information pertaining to Association business or bargaining unit representation to bargaining unit members. The Association agrees

that the use of mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of Association business or bargaining unit representation. The City reserves the right to deny such access in the event that the use of such boxes interferes with the business of the City by restricting access to such boxes to City business. All mail placed into mail boxes by the Association shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subject to the City's review. However, the City cannot guarantee the confidentiality and security of these materials.

ARTICLE 26

PARKS AND RECREATION CREDIT

The City agrees to provide each member with a credit for each year of this contract to be applied to a City Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be $60.00. This membership is defined and regulated by the Recreation Services Department and members shall abide by the stipulations set forth by the department both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. In addition, the City will provide to each member a 20% discount on all individual registrations for City recreation programs.

ARTICLE 27

RESIDENCY REQUIREMENT

As a condition of continued employment, members must comply with State law regarding residency (live in Delaware County or an adjacent county) in the event that State law is repealed, members, as a condition of continued employment, must reside within a twenty (20) mile aerial radius measured from the center of the City of Delaware (the intersection of William and Sandusky Streets).

ARTICLE 28

SANCTITY OF AGREEMENT

Both parties agree that this Agreement shall remain in force from January 1, 2017 through December 31, 2019 and that neither party shall attempt to achieve the alteration of this Agreement by recommending changes in, additions to, or deletions from, the Charter, Ordinances, and Resolutions or the Civil Service Commission rules and regulations.

ARTICLE 29

SIGNATORY AGREEMENT

Section 1. By affixing appropriate signatures below, the representatives of the Water and Wastewater Treatment Facility Employees Association and the City agree to the terms and conditions of this employment agreement. The language of said foregoing terms and conditions of employment is hereby deemed to be acceptable to both parties and recommended to be forwarded to the Delaware City Council for the necessary legislative approval, ratification and adoption.

Section 2. Signed and dated at Delaware, Ohio, on this 12th day of January 2017

For the City:

R. Thomas Homan
City Manager

For the Association:

Ben Sweet
Bargaining Committee Member

Bryan Livingston
Bargaining Committee Member

Approved as to Form:

Darren M. Shulman
City Attorney