

AGREEMENT

BETWEEN

GENERAL TRUCK DRIVERS, HELPERS, SALES

AND SERVICE AND CASINO EMPLOYEES,

TEAMSTERS LOCAL UNION NO. 957

AND

CITY OF VANDALIA

EFFECTIVE THROUGH MARCH 30, 2025

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AGREEMENT

This Agreement was entered into by and between the City of Vandalia, Ohio, hereinafter referred to as the "City" or "Employer" and General Truck Drivers, Warehousemen, Helpers, Sales and Service, and Casino Employees, Teamsters Local Union No. 957, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1. PURPOSE/COOPERATION.

Section 1. The purpose of this Agreement is for the City and the Union to use their best efforts to serve the citizens of Vandalia and the public in general; to achieve better understanding, communication, and cooperation between the City, the Union, and the employees in the bargaining unit; to promote mutual respect and fair dealing between the City and the bargaining unit employees; to establish the wages, hours, fringe benefits, terms and conditions of employment, and agreed-to-working conditions for all employees represented by the Union; and to provide for the peaceful adjustment of differences which may arise.

ARTICLE 2. RECOGNITION.

Section 1. Certified Unit. As the result of the procedure established for recognizing employee organizations, and the certification issued by the State Employment Relations Board (SERB) in Case No. 2017-REP-10-0131, the City recognizes the Union as the certified employee organization and the exclusive bargaining representative of certain employees in the City's Public Works Department as follows:

Included: All full-time and regular part-time employees in the Public Works Department including technicians, mechanics and clerical employees.

Excluded: All managers and supervisors employed by the Employer.

*For the purposes of this Agreement, "regular part-time employees" shall be the same as Permanent Part-time employees under Section 200.1(5) of the City's Personnel Policies and Procedures.

Section 2. New or Reclassified Positions. Should the City create a new position or reclassify a position presently in the bargaining unit, the City shall meet with the Union to discuss the inclusion of the new position in the bargaining unit. Should the City and the Union disagree as to whether or not the new position belongs in the bargaining unit, the City and the Union will jointly submit the questions to the SERB. Should the City and the Union agree to the inclusion of the position in the bargaining unit, the City and the Union will file a Joint Petition for Amendment of Certification with

SERB. Should the parties fail to agree on the appropriate wage rate, the matter shall be subject to the statutory negotiation procedures under ORC 4117 including, but not limited to, fact finding.

ARTICLE 3. DISCRIMINATION.

The City, the Union and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, disability, union activity, military or veteran status, or any other characteristic protected by federal, state, or local law.

ARTICLE 4. MANAGEMENT RIGHTS.

Section 1. The City reserves and retains the right to direct, manage and control the affairs of the City and its employees, except to the extent this Agreement specifically provides to the contrary.

Section 2. This includes, but is not limited to:

- All functions of government granted to the City by the constitution and statutes of the State of Ohio;
- the securing of revenues of the City;
- the determination from time to time as to what services the City shall perform;
- contracting of the performance of such work as the City determines advisable;
- the establishment or continuation of policies, practices, or procedures for the conduct of its affairs and from time to time, the change or abolition of such practices or procedures;
- the purchasing and maintaining of adequate and safe equipment;
- the determination of the tools, equipment, machinery and methods to be used;
- the selection, transfer, assignment and layoff of employees;
- the termination of probationary employees, and the discipline and termination for just cause of other employees;

- making, amending and enforcing reasonable work rules and regulations including the right to establish the workweek of employees;
- the determination of the number of hours per day or week any operation may be carried on;
- the selection and determination of the number and types of employees required;
- the establishment of training programs and upgrading requirements for employees;
- the establishment and the changing of job content, work schedules and assignments;
- determining what jobs are to be created, retained or discontinued and how they are to be filled;
- the determination of the size and composition of the work force; and
- taking such other measures that the City or its management may determine to be necessary for the orderly and efficient operation of the work force.

The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City may exercise these rights, and any other management rights granted by this Agreement or by Section 4117.08 of the Ohio Revised Code, without prior consultation with the Union.

Section 3. Should the City fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

Section 4. This Article, and any other provision in this Agreement granting management rights; are in addition to the rights of management set forth in Section 4117.08 of the Ohio Revised Code.

ARTICLE 5. NO STRIKE; NO LOCKOUT.

Section 1. There will be no strikes of any kind during the term of this Agreement. This includes sympathetic strikes and strikes for foreseeable or unforeseeable reasons. "Strikes" includes any work stoppage, slowdown, picketing, or any other concerted activity or attempted concerted activity that would interrupt or limit the performance of services. "Strikes" also includes any residential picketing. Neither this Union nor any

employee will encourage, authorize, participate in or condone any strike. This Section is for the benefit of the City and the public it serves, and is in addition to all other rights provided them by law.

Section 2. Union Responsibility. The Union will use its best efforts to prevent any violation of this Article and to terminate any violation should one occur. If a violation of this Article occurs, the Union will publicly denounce the strike, and will provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.

Section 3. Employee Discipline. The City shall have the right to discharge, demote, suspend, or otherwise discipline employees for violation of this Article. A suspension for a certain number of working days may, at the City's option, be enforced by the forfeiture of an equal number of days of paid vacation or paid holidays or other paid time off. An employee disciplined under this Article may file a grievance, but only on a claim that he did not violate this Article. The discipline imposed may not be overturned if the employee did violate this Article, and the arbitrator or any other reviewing tribunal under the grievance procedure shall have no authority or jurisdiction to reduce or modify the discipline if the employee did violate this Article.

Section 4. Restraining Violations. If the City claims this Article is violated, it may at its option obtain an immediate arbitration hearing. To do so it shall give the Union written or telegraphic notice of its claim on an emergency basis. The City may request the American Arbitration Association to appoint without the submission of a panel an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours of the request to that Association or as soon after that as possible. The parties shall not file and the arbitrator shall not receive post-hearing briefs about the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds this Article has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall continue the hearing (and may request post-hearing briefs) on the issue of damages. This arbitration provision does not affect the City's right to seek direct relief, injunctive or otherwise in the courts or elsewhere.

Section 5. No Lockout. During the term of this Agreement, the City will engage in no lockout of the employees covered by this Agreement,

ARTICLE 6. EFFECT OF LAWS.

This Agreement supersedes and replaces all, pertinent statutes, ordinances, resolutions, rules and regulations over which it has authority under ORC 4117 to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail.

The parties agree that should an provision of this Agreement be found to be invalid, that they will meet at a mutually agreeable time within 30 days to discuss under ORC 4117 alternative language on the same subject matter.

ARTICLE 7. UNION BUSINESS.

Section 1. All Union business shall be conducted on an employee's own time on an unpaid basis except as set forth in Article 9 and Article 13, Section 8.

Section 2. Bulletin Boards. The City agrees to provide bulletin board space in an agreed upon area for use by the Union. Postings shall be reviewed by the Public Service Director or his designate. No material may be posted on the Union bulletin board at any time which contains the following:

- a) Personal attacks upon any other employee;
- b) Scandalous, scurrilous or derogatory attacks upon the administration or any governmental unit or official;
- c) Attacks on any other employee organization, regardless of whether the organization has local membership; or,
- d) Attacks on or favorable comments regarding a candidate for public office, or for office in an employee organization.

ARTICLE 8. UNION REPRESENTATION.

Section 1. A representative of the Union shall be admitted to the City's facility for the purpose of processing grievances or attending meetings with the advance consent of the City Manager or his designee. The City will not unreasonably withhold such consent. Upon arrival, the Union representative shall identify himself to the City Manager or his designee. The Union representative shall act in accordance with the City's consent and shall in no way interfere with any work.

Section 2. The Union shall provide to the City a roster of its officers and stewards which is to be kept current at all times and shall include the following:

- a) Name
- b) Address
- c) Phone
- d) Union Position

ARTICLE 9. LABOR/MANAGEMENT COMMITTEE.

Section 1. If requested by either party, the City and the Union may meet to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2. The party requesting the meeting shall furnish an agenda at least five working days in advance of the scheduled meeting, with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. At least two days before the meeting, upon written notice, the other party may add matters to be taken up in the meeting. The purpose of such meetings shall be to:

- a) Discuss the administration of this Agreement.
- b) Notify the Union of changes made by the City which affect bargaining unit members of the Union.
- c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the City and the Union, so long as the grievant is present.
- d) Disseminate general information of interest to the parties.
- e) Discuss ways to increase productivity and improve efficiency.
- f) Consider and discuss health and safety matters relating to employees.
- g) Provide an opportunity for the Union to share the views of its membership or make suggestions on subjects of interest to its members.

The agenda will be limited to subjects covered by A-G above, and the meeting will be limited to subjects covered by the agenda.

ARTICLE 10. UNION MEMBERSHIP AND CHECK-OFF.

Section 1. Union Membership. All employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All employees hired after the effective date of this Agreement may become and remain members in good standing. No employees are required to join the Union as a condition of employment. Those bargaining unit employees who are or decide to become members of the Union shall be obligated to pay dues to the Union the first month after the bargaining unit employee completes sixty (60) calendar days of employment with the Employer.

Section 2. New Hires. The City will notify the Union in writing of all new hires by routinely providing the Union Business Representative with the new employee's name, mailing address and telephone number. Upon hiring, a letter of intent will be presented and signed by employee and administration with wage information,

Section 3. New Dues Check-off. An employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the City an original authorization in the form to be prescribed by the Union authorizing deduction of membership dues, fees and assessments in the Union. Such authorization shall continue in effect from year to year until the employee submits written revocation of the authorization to the City and the Union. Pursuant to each authorization, the City shall deduct such dues, fees and assessments from the wages of said employee each of the two normal pay periods each month in equal installments. The amounts deducted in any month shall be paid to the Union by the last business day of the current month. The

Union shall provide the City with written notice of the amount of the withholdings and any changes in the withholdings with the effective date. The City may rely exclusively on such written notice.

Section 4. Union to Indemnify Board. The Union shall defend, indemnify, and hold harmless the City, its Council members and any and all other officers and employees of the City against any and all claims arising from or in any way related to the deduction of dues, fees and assessments under this Article.

Section 5. Optional DRIVE Deductions. The City agrees to deduct from the paycheck of all bargaining unit employees covered by this Agreement, voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE) Political Action Committee. Each bargaining unit employee volunteering for DRIVE will complete a deduction form with the dollar amount to be deducted from each paycheck, which will be furnished to the City. The City shall transmit to DRIVE National headquarters on a monthly basis, in one check, the total amount deducted, the name and social security number of the bargaining unit employee and the amount deducted from the bargaining unit employee's paycheck.

ARTICLE 11. SUBSTANCE ABUSE AND REHABILITATION.

Section 1. Purpose. To provide for the protection of our employees and citizens, the City must have an environment free of alcohol and drug use,

Section 2. Rules:

- a) No employee may use, sell, buy or possess any alcohol or drugs while on the job, or during a meal or break period. The penalty for this is discharge.
- b) No employee may report to work or be at work under the influence of alcohol or drugs. Violation of this will subject the employee to discharge. Being under the influence will not excuse any other violation of City rules or standards, under this policy or otherwise. A positive drug or alcohol test will be deemed being under the influence.
- c) The only exception to paragraphs a) and b) is for prescribed (for the employee) or over-the-counter medication, and even then, the employee must notify the City before starting work if the medication may impair his ability to do his job. Impairment is just as serious when caused by medication; failure to report will be treated under paragraph b).
- d) Anyone involved in the illegal trafficking of drugs, or illegal conduct consistent with trafficking of drugs, on or off the job, will be discharged.
- e) All employees must report to the City any drug or alcohol related arrest or conviction occurring during their employment. Violation of this will subject the employee to discharge.
- f) If an employee is unexpectedly called to work when he could reasonably have expected that he was free to drink, and has been drinking, he must inform his

- supervisor at once so the supervisor can decide whether the employee should report to work. This fact, in itself, will not be grounds for discipline or discharge.
- g) Any refusal under this policy to take a test, to cooperate fully, or to sign the necessary papers, when ordered to do so, will result in discharge.

Treatment

Section 3. A drug and alcohol problem will not excuse any violation of City rules or standards, under this policy or otherwise, whether the employee seeks treatment or not.

Section 4. Employees are urged to seek professional help for a drug/alcohol related problem before disciplinary action is necessary. If an employee seeks treatment before violating any City rule or standard, and the treatment requires that the employee not work for a period of time, the City may, at its discretion, grant the employee a leave of absence, without pay. The leave will be subject to the terms of applicable health insurance and sickness and accident insurance policies, if the employee has coverage. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee. This leave will be conditioned upon receipt of reports from the treatment providers that the employee is cooperating and making reasonable progress in the treatment program. The employee will be permitted to return to work only if he passes a drug/alcohol test and has satisfactory medical evidence that he is fit for work.

Testing

Section 5. Drug or alcohol testing or both will be conducted when there is a reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol or an abused controlled substance, Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, the unauthorized possession of drug paraphernalia, or involvement in an on-duty accident or other on-duty incident which results in serious physical harm or property damage.

Section 6. An employee who returns to work after a suspension or leave related to a positive test or otherwise related to drugs or alcohol may be tested randomly up to 12 times in the year following the employee's return.

Section 7. Employees in safety-sensitive jobs may also be tested randomly.

Section 8. As required by law, including for those required to have a CDL.

Section 9. Positive levels for drugs are those determined by Department of Transportation regulations (currently 49 CFR § 40.87). Positive levels for drugs not set

forth in the DOT regulations will be determined by the testing laboratory. The positive level for alcohol is .04%.

Section 10. Searches. The City reserves the right to carry out searches based on reasonable suspicion of employees, including personal effects brought onto City property (lockers, purses, vehicles). Such searches may be carried out without prior notice. Refusal to submit to such searches is grounds for discharge.

ARTICLE 12. DISCIPLINE AND DISCHARGE.

Section 1. Probationary Employees. At any time during the probationary period, the City may discipline or discharge a probationary employee without the employee having the right of appeal through the grievance procedure or otherwise.

Section 2. A regular employee shall not be disciplined without just cause.

Section 3. Suspensions of more than three days, demotions and discharges are not subject to the grievance and arbitration procedures in Article 13 and shall be handled exclusively by the Civil Service Commission.

ARTICLE 13. GRIEVANCE PROCEDURE.

Section 1. Definition. A grievance is any dispute which a bargaining unit employee, a group of bargaining unit employees or the Union has concerning the interpretation, application, or alleged violation of the provisions of this Agreement.

Section 2. Time Limit for Filing. All grievances must be submitted at Step 1 within ten (10) calendar days after the occurrences of the act or events giving rise to the alleged grievance, or within ten (10) calendar days of the date the employee(s) should have known of the events giving rise to the alleged grievances.

Section 3. Procedures. All grievances are to be processed in accordance with the grievance procedure set forth below. The grievant shall identify in writing that part of the Agreement about which the grievant claims to be violated.

Step 1. Any employee, with or without a Steward, shall discuss the complaint with the Public Works Superintendent or their designee. It shall be discussed verbally and if settled, no further action shall be taken.

Step 2. If the employee's complaint is not settled in Step 1 and the employee wishes to appeal the complaint to Step 2, a grievance must be presented to the Employer in writing ten (10) calendar days following the Step 1 meeting to the immediate supervisor. The Step 2 grievance shall be submitted to the Public Service Director or their designee. All written grievances should contain the following information and must be filed using the grievance form provided by the Union:

- A. Grievor employee's name;
- B. Date complaint was first discussed;
- C. Date the alleged violation occurred;
- D. Date written grievance was submitted to the Employer;
- E. A brief description of the incident giving rise to the grievance;
- F. Sections of the Agreement violated, as known to the grievor;
- G. Desired remedy to resolve the grievance.

The immediate supervisor shall reply to the grievor and Steward within ten (10) calendar days after the grievance is submitted to him in writing. If an employee does not agree with the response or does not receive a reply to his written grievance within ten (10) calendar days, the grievance may be appealed to Step 3 of the Grievance Procedure.

Step 3. If the grievance is not resolved in Step 2 and the Union appeals the grievance to Step 3, the Union must provide a written notice of such appeal to the Employer within ten (10) calendar days of the receipt of the Step 2 response or the date it should have been received. The Step 3 grievance shall be submitted to the City Manager or their designee. The Employer will conduct a meeting on the grievance with the Union Business Representative on a date and time agreed to by the Employer and the Union Business Representative and the Employer shall provide a written reply within ten (10) calendar days after the Step 3 meeting. If the grievance is not resolved at Step 3, or the Union does not receive a satisfactory reply to the grievance within ten (10) calendar days, the grievance may be appealed to Step 4 by providing written notice to the Employer within ten (10) calendar days after the date the Step 3 reply was received or should have been received.

Step 4. (a) If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration. The Union must provide written notice to the Employer for arbitration within thirty (30) calendar days of receipt of the Employer's Step 3 answer. The party requesting arbitration shall immediately request the Federal Mediation Conciliation Service to submit a sub-regional panel of seven (7) arbitrators, all members of the National Academy of Arbitrators. The party invoking arbitration shall strike the first name, the other party shall then strike one name, the process shall be repeated and the remaining person shall be the arbitrator. Both parties may reject one (1) entire panel. The arbitrator shall be notified of his selection requesting that he provide dates, subject to the availability of the Employer and Union representatives.

(b). The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his decision with sixty (60) calendar days following close of the hearing unless the parties agree to a written extension thereof. The decision shall be based solely on his interpretation of the meaning

or application of the terms of this Agreement to the facts of the grievance presented. The arbitration decision shall be final and binding.

(c) The fee and expenses of the arbitrator shall be divided equally between the Employer and the Union provided, however, that each party shall be responsible for compensating its own representatives and non-employee witnesses.

Section 4. Union Representative. Throughout the grievance process, the employee may have his Union steward present.

Section 5. Group Grievances. Where a group of employees desire to file a grievance or complaint involving a situation affecting each employee in the same manner, one employee selected by the group will process the grievance.

Section 6. Time Limits. The parties may by mutual agreement waive any steps or any of the time limits of this Article.

Section 7. Consolidation of Grievances. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of the parties.

Section 8. Attendance. The employee filing the grievance and the employee's representative (if a City employee) may attend the meetings in Steps 1, 2 and 3 without loss of pay as a result of attendance during regularly scheduled working hours. The meetings shall be held to a minimum to avoid lost time and interruption of operations. For a class action grievance or a group of similar grievances, this protection against loss of pay will extend only to the spokesman.

ARTICLE 14. SENIORITY.

Section 1. Seniority is defined as the duration of time an employee has been employed on a full-time basis with the City in the Public Works Department, including time in a probationary status,, but not including time spent on a leave of absence greater than thirty days, unless seniority accumulation is required by law.

Section 2. Application. In all cases of decrease or increase in the work force and in promotions, demotions, layoffs and recalls, preference as between qualified employees shall be determined on the basis of the following:

- a) seniority;
- b) ability (including fitness, training, experience, and skill), and;
- c) performance (including work record):

Where factors "b" and "c" are relatively equal, seniority shall govern.

The City may fill a position with a new hire if necessary to satisfy its standards for ability or performance.

The City's evaluation of these factors will not be overturned in grievance or arbitration unless it was arbitrary and capricious.

Section 3. Termination of Seniority. Seniority is broken in the following cases and, if the employee is re-employed, he starts with no seniority from prior employment:

- a) Discharge
- b) Resignation
- c) Retirement
- d) Failure to return to work on the first regular work day following expiration of an approved leave of absence.
- e) Failure to return to work within fifteen days after being recalled. The fifteen-day period begins on the date the Employer mails a notice to return by certified mail or gives him a personal notice of recall.
- f) Absence due to leave of absence of more than 52 weeks, or for the length of the employee's seniority at the beginning of the absence, whichever is shorter.

Seniority list. The City shall prepare and maintain a seniority list showing the name, seniority date, and current classification of each employee. This list shall be updated annually, posted in an appropriate work location, and given to the Union.

If two or more employees have identical hire dates, the older employee shall be deemed the more senior employee.

ARTICLE 15. SICK LEAVE.

Section 1. Employees may utilize sick leave when unable to perform their work by reason of illness or injury. The Union supports the City's efforts to reduce and control excessive use of sick leave.

Section 2. When the use of sick leave becomes necessary, the employee or some member of his household shall notify his immediate supervisor or department office by telephone or message not later than two hours before normal starting time or as soon as possible if two hours' notice cannot be given. Unless notification is given, no sick leave will be approved except in unusual cases and then only if approved by the immediate supervisor.

Section 3. Perfect Attendance Bonus. Employees who use no sick leave from January 1 to December 31 will receive a \$50 Perfect Attendance Bonus no later than the second pay in January of the following year.

Section 4. Rate of Accumulation. Sick leave with pay shall be accumulated at the rate of 1.25 days per month, equaling 15 days per year. An employee shall accrue no sick leave during a leave of absence without pay.

Section 5. Sick Leave Conversion.

- a) An employee who leaves City employment for the purpose of retirement and who is then eligible to receive retirement compensation under the Public Employee Retirement System will receive in pay, at his current rate of pay fifty percent 50% of this accumulated sick leave time, up to 1250 hours of accumulated sick leave.
- b) When an employee accumulates in excess of 1250 hours sick leave, those hours in excess of 1250 will be paid off annually at the rate of one hour's pay for each three hours of sick leave. This payment shall be made in January of each year based on the sick leave balance as of the last pay period of the preceding year.

Section 6. Certificate of Illness. After the loss of twenty-four consecutive hours of paid sick leave for a single illness or injury, an employee is required to submit a physician's statement confirming the illness and the anticipated date of return to work. However, the supervisor may, at his discretion, require a physician's statement at any time, provided the employee has had prior written notification that such a statement will be required.

Section 7. Transfer of Sick Leave. When an employee is transferred or appointed to another department, his sick leave credit shall be assumed by the new department.

ARTICLE 16. VACATION.

Section 1. Accrual of credit. A full-time employee's accrual of vacation credit begins with his first day of employment. An employee who is in a pay status for at least two weeks in any month receives credit for that month.

Accrual will be at the following rates, based upon years of continuous service:

- a) 1 day for each full calendar month (twelve days per year) in each of the first five years of service.
- b) 1-1/4 days per full calendar month (15 days per year) for the sixth through ninth year of service.
- c) 1-1/2 days per full calendar month (18 days per year) for the tenth through fifteenth year of service.
- d) 1-3/4 days per full calendar month (21 days per year) for the sixteenth through twentieth year of service.
- e) 2 days per full calendar month (24 days per year) for the twenty-first through twenty-fifth year of service.
- f) 2.166 days per full calendar year (26 days per year) beginning the twenty-sixth year of service.

Section 2. Use of Vacation Credit.

- a) Vacation leave will not be charged for a holiday falling within the vacation leave. But an employee cannot use sick leave during the vacation period.

- b) Requests for vacation leave must be submitted to the department head or his designee at least 30 days prior to the first date requested, unless there is a reason for later submission. The department head or his designee will evaluate all requests against the need to maintain efficient City operations. If two or more requests are submitted for the same time period and only one can be granted, preference will be given on the basis of seniority provided such a selection does not impede operations.
- c) Probationary employees may not use vacation leave during the first six months.

Section 3. Vacation leave may accrue to a maximum of 45 days. Vacation accumulated in excess of these amounts will be deducted at the end of each calendar year.

Section 4. Use when sick or injured. Absence because of sickness, injury or disability in excess of that authorized for such purposes may, at the request of the employee and with approval of the department head, be charged to vacation leave.

Section 5. Vacation in lieu of suspension. Compensation charged to vacation leave in lieu of time off on unpaid suspension will not ordinarily be allowed, except by special agreement between the employee and the City Manager at the time the suspension is levied.

Section 6. Death of employee. The City will pay to the employee's beneficiary (as listed on the Life Insurance provided by the City) the cash equivalent of the employee's unused vacation leave credit.

ARTICLE 17. HOLIDAYS.

Section 1. All regular full-time employees are eligible for the following paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July Day	Christmas
Labor Day	5 floating holidays

Section 2. Eligibility. To be eligible, an employee must meet all of the following conditions:

To be compensated for a holiday, an employee must have worked, or be on a paid authorized leave of absence, the work day preceding, and the work day following the holiday.

He must not have been on disciplinary suspension on the day of the holiday.

All regular full-time employees shall receive eight hours of compensation for each holiday. If a regular full-time, non-exempt employee is required to work on a holiday, he shall receive additional compensation at 1 ½ times the employee's standard hourly wage.

If a holiday occurs on a Saturday, it will be observed on the preceding Friday. If a holiday occurs on a Sunday, it will be observed on the following Monday.

Employees may carry up to 16 hours of floating holiday leave into the next year to be used no later than the last day of February.

ARTICLE 18. MATERNITY LEAVE.

Disability due to pregnancy and childbirth will be treated the same as any other disability. The sick leave provisions in Article 15 will apply in cases of pregnancy and childbirth.

ARTICLE 19. TRAINING AND TUITION REIMBURSEMENT.

Section 1. Training. The cost of training or education approved by the employee's supervisor or the Director of the Public Services to enhance a bargaining unit employee's skills as necessary for the employee's job duties/performance shall be paid up-front from the training budget of the Public Works Department. The employee will reimburse the City if the employee fails to pass the training or education.

Section 2. Job Relating Training. Bargaining unit employees are eligible for reimbursement of up to \$1,350 in tuition, books and other fees for specialized training that will enhance their knowledge and skills related to their current job duties. To be considered for reimbursement, employees must submit a written request and obtain prior approval for the training from the Director of Public Services. Approval of training shall be at the discretion of the Director of Public Services and dependent upon budget, workload, staffing and other factors.

Section 3. Degree Program. Bargaining unit employees pursuing undergraduate or graduate degrees related to their current job duties from a regionally accredited college or university may be eligible for annual reimbursement of up to \$3,000 for 80% of their tuition, books and fees. To be considered for this benefit the employees must notify the Director of Public Services in writing by June 1 of each year prior to their planned enrollment in a degreed program.

Section 4. Reimbursement Conditions. Reimbursement for training pursuant to Sections 2 and 3 of this Article shall be made only if the employee receives a grade of C or better when a letter grading system is used; or a "pass" when a "pass/fail" grading system is used; or some other evidence of satisfactory completion of the

training if a formal grading system is not used. Copies of paid tuition, fees and textbook receipts plus grade/completion reports must also be submitted In order to receive reimbursement. In no case will the annual combined reimbursement amount from Sections 2 and 3 of this Article exceed \$3,000.

ARTICLE 20. INJURY LEAVE.

Section 1. An employee injured on the job must report the injury to the employee's supervisor immediately or as soon as reasonably practicable and must submit required reports to their supervisor and/or the Superintendent of Public Works within 24 hours of the injury unless medically unable to do so. The City of Vandalia will not be liable for the injury of any employee resulting from, or arising out of, outside employment, or off-the-job injuries, Injury leave may not be used under these circumstances.

Section 2. If an employee sustains an injury or contracts a disease in the course of and arising out of employment with the City of Vandalia and is unable to work, the City will grant Injury Leave to a maximum of 60 workdays. The employee shall request Injury Leave in 10-workday increments, or in such greater increments as the City may permit. The City may terminate Injury Leave before the expiration of an increment if the employee has recovered enough to perform available work. Requests for additional increments must be made two working days before the expiration of the current increment to allow sufficient time for investigation and review by the City. The City will pay an employee on Injury Leave the employee's regular weekly pay. Such payments shall take the place of Temporary Total disability payments available through the Bureau of Workers' Compensation,

An employee who has exhausted his Injury Leave and is unable to return to work shall be placed on leave without pay. An employee returning from Injury Leave or a leave without pay must provide a physician's release approved by the Superintendent of Public Works before returning to work.

Section 3. The City may require an employee to perform Transitional Work duties temporarily within the limitations of the allowed conditions of his workers' compensation claim. During the time the City provides Transitional Work, the City will continue to compensate the employee at his regular pay rate. Any physician's release to Transitional Work must include a prognosis for full recovery and in no instance will Transitional Work for a single illness or injury be granted for more than 40 workdays.

Section 4. Should an injured employee require more than 60 days of Injury Leave to recover sufficiently to return to full duty or Transitional Work, the employee may elect – with the approval of the Superintendent of Public Works – to convert a portion of the Transitional Work days to Injury Leave days, Similarly, if an injured employee returns to Transitional Work before the expiration of 60 Injury Leave days, the employee may elect – with the approval of the Superintendent of Public Works – to convert the remaining Injury Leave days to Transitional Work days as necessary to

recover fully. In no case, however, will an injured worker be eligible for more than a total of 100 workdays of combined Injury Leave and Transitional Work days.

Section 5. In determining an employee's eligibility for leave, or mental or physical ability to perform or return to full or transitional work, under this Article or under any provision of this Agreement, the City may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the City. If an employee does not agree with the results of the City's examination, the employee may appeal to a third physician agreed upon by the City's physician and the employee's physician. The third physician's opinion shall be binding on the City and the employee and the examination cost shall be shared equally by the City and the employee,

Section 6. After the exhaustion of the Injury Leave benefits contained in this Article, nothing else contained in this Article shall in any way waive any rights as employee has under Ohio Workers' Compensation laws.

ARTICLE 21. OTHER PAID LEAVES OF ABSENCE.

Section 1. Full time and regular part time employees will be granted a leave of absence with pay for the following:

(a) **Bereavement Leave.** Up to three (3) days of leave with pay will be granted because of the death of a current immediate family member. If travel beyond a radius of 200 miles from Vandalia is required, two additional days with pay may be granted.

The following relationships are considered "immediate family" for the purposes of this Section: Spouse, Child/Stepchild, Sibling/Step Sibling, Parent/Step Parent, Parent-in-Law, Step-Parent-in-Law, Brother-in-Law, Sister-in-Law, Grandparent/Grandparent-in-Law, Grand Child, and any members of the immediate household (not including a boarder) who has resided with the employee's family for at least one year. Approval of bereavement leave by the Director of Public Works or designee is required. The Director of Public Works or designee may require proof of the relationship and a copy of the death notice.

(b) **Jury Duty.** Employees required to serve on a jury will be reimbursed as set forth in this Section. Subject to the other provisions of this Section, employees shall suffer no loss of regular straight time earnings for time necessarily lost due to jury service, up to a maximum of 30 days in any calendar year. The employee's salary will either be reduced by the amount of compensation received for jury service, or the jury funds must be turned over to the City. To be eligible, the employee must present the City satisfactory evidence of the dates and times of jury service. If an employee is excused from jury service for the day, early enough to return to his regular shift, he shall do so.

Employees who expect to be called for jury service shall notify the City as promptly as possible so that the City may make the necessary arrangements. The City expects each employee to perform his civic duty, and serve when called; however, in exceptional cases the City may be unable to do without the services of the employee. In such exceptional cases, the employee will cooperate with the City in seeking to be excused from jury service.

(c) Court Appearances. An employee required to appear before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena, to testify concerning matters pertaining to official Public Works Division business shall be compensated in the same manner as regular duty hours for time necessarily so spent.

Appearances before a court, legislative committee, judicial or quasi judicial body as a witness in response to subpoenas or other direction by proper authority and not arising from City employment will be accommodated as necessary. Employees will be permitted to use applicable accrued leave time for this purpose.

ARTICLE 22. PROBATION.

Section 1. A person initially appointed to a full-time position will be on probationary status for 12 months.

Section 2. While on probation, a new employee may be dismissed at any time without the right of appeal, or recourse to the grievance and arbitration procedure.

Section 3. No probationary employee will be absent without excused cause. When a probationary employee is absent from his job for any excused cause for more than five consecutive working days, his probationary period will be extended by the time absent.

Section 4. Full-time probationary employees are eligible to participate in the City group insurance program when they begin their probationary period.

Section 5. During the probationary period, the full-time employee has no seniority, but is eligible to accumulate sick and vacation leave. During the first six months of the probationary period, the employee is not allowed to take vacation time earned or floating holidays. New employees must begin employment no later than the fifteenth of the month to receive vacation accumulation for the first month of employment. No payment will be made for vacation time if an employee terminates before the end of the probationary period.

Section 6. On completion of his probationary period, the employee's continued service is retroactive for 12 months.

ARTICLE 23. CALL-IN PAY.

Call-in pay is payment for work assigned to and performed by an employee at a time not contiguous with his normal pre-scheduled work hours. Any employee who is called in for such work will receive a minimum of 2 hours' pay at the time and one-half rate.

ARTICLE 24. MEDICAL INSURANCE.

Section 1. Life Insurance. All full-time employees are eligible for Group Term Life Insurance in the amount of \$60,000. This coverage shall be fully paid by the City.

Section 2. Accidental Death and Dismemberment; Loss of Sight and Permanent Disability Coverage. All full and permanent part-time employees are eligible to participate in the Accidental Death, Dismemberment, Loss of Sight and Permanent Disability group insurance program through the Ohio Municipal League. Coverage in the amount of \$12,000 is paid for by the City. Employees may elect to purchase additional coverage – up to \$150,000 – for themselves and/or their eligible family members.

Section 3. All full-time employees are eligible to enroll in a City furnished health care program to include medical, dental, vision and prescription drug coverage. The content and employee premiums will be consistent with that provided to employees in the City Manager's office, including any changes in benefits and employee contributions.

Section 4. Premium payments will be deducted from employee biweekly wages. If the employee elects not to participate in the health care plan for 12 consecutive months, January 1 to December 31, he will receive an annual lump-sum payment of \$1,000. Payment will be made in the first quarter of each year. A deceased City employee's family will be provided this insurance at no cost for six months from the month of the employee's death, or until insurance protection is provided through the employee's retirement system, whichever comes first.

Section 5. Coverage During Leave of Absence.

- a) Employees on leaves of absence with pay will have their health plan continued.
- b) An employee on authorized leave of absence without pay, upon the recommendation of the Public Service Director and approval of the City Manager and the plan administrator, may continue his enrollment provided he pays the entire health premium for the coverage after thirty calendar days of absence without pay.
- c) Maternity leave employees will continue to be covered by the health plan.

ARTICLE 25. SAFETY AND HEALTH.

Section 1. Health and Safety Cooperation Between City and Union. The City will maintain provisions for the health and safety of its employees as required by applicable law. The Union and all employees will cooperate with the City on all matters pertaining to health and safety,

Section 2. Medical Examination For A Leave of Absence. The City may require an employee to undergo an examination by, and to receive the approval of, a physician or other examiner selected by the City before being permitted to return to work or to remain on leave. If such examination is required, it shall be paid for by the City. The employee will not lose any regular straight time pay he/she would otherwise have received as a result of time reasonably spent traveling to and from and in attending the examination. When such examinations are conducted outside an employee's normal working hours, the City shall pay the employee the employee's regular straight time pay he/she would otherwise have received as a result of time reasonably spent traveling to and from and in attending the examination.

Section 3. Medical Examination In Interest of Health, Safety, or Job Performance. If the City has a rational basis for believing that it is in the interest of health, safety, or job performance, the City may have an employee submit for a fitness for duty examination by a physician or other examiner selected by the City. If the examiner determines that the employee's condition jeopardizes his health or safety or that of other employees, or his job performance, the City may relieve the employee from active employment. If such examination is required, it shall be paid for by the City. The employee will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent traveling to and from and in attending the examination. When such examinations are conducted outside an employee's normal working hours, the City shall pay the employee the employee's regular straight time pay he/she would otherwise have received as a result of time reasonably spent traveling to and from and in attending the examination.

If an employee wishes to contest the findings of the City doctor or other examiner, the employee may be examined by a doctor or other examiner of the employee's choice and be responsible for the cost of such examination. The employee shall provide the City the results of the examination by the doctor or other examiner selected by the employee within five (5) days of receipt,

Section 4. Authorization. The City may require an employee to provide it authorization for release of his records and information about his status as part of an examination under this Article or in connection with any claim against the City. If, under Section 2 or Section 3, an employee wishes to contest the findings of the City doctor or other examiner, or if the employee's doctor or other examiner and the City's doctor or other examiner disagree the employee may have the question referred to a third doctor or other examiner ("third doctor") mutually agreed upon by the City doctor (or other examiner) and the employee's doctor (or other examiner). The City and the employee

will make all relevant materials available to the third doctor, including all medical records. The finding of the third doctor will be final and binding and his costs will be divided equally by the City and the employee. If the selected third doctor or other examiner agrees with the employee's doctor or other examiner, the City shall restore any sick leave used by the employee during the period of time. The employee was not permitted to work as a result of the foregoing examination or, if the employee had no or an insufficient amount of sick leave to cover the period of time the employee was not permitted to work, the employee will be made whole for the period of time he was not permitted to work and not covered by the use of sick leave. However, the provisions of the Family and Medical Leave Act, where applicable and where in conflict with this Article or anything else in this Agreement, will override such conflicting provisions.

ARTICLE 26.

WAGES, OVERTIME, CDL AND MISCELLANEOUS.

Section 1. Hourly rates shall be established as set forth in Appendix A.

Employees whose hourly pay rate exceeded the corresponding rate in Appendix A on January 1, 2022, shall receive the following hourly rate increases:

- 2.5% - implemented March 30, 2022;
- 3.5% - implemented October 11, 2023; and
- 3.5% - effective on March 30, 2024.

Section 2. Overtime. An employee shall be paid 1 ½ times his regular hourly rate for all hours worked over 40 in a week.

Section 3. Overtime when assigned is mandatory.

Section 4. Commercial Driver's License. The City will pay the difference between a regular driver's license and a CDL license.

Section 5. Pay for EPA Certifications.

Supplemental pay for all EPA and other certifications was eliminated and rolled into implemented base pay on March 30, 2022.

Section 6. Breaks will be in accordance with current department policy.

Section 7. Miscellaneous. Except for those benefits which are addressed in this contract, any other benefit will be in accordance with applicable provisions of Sections 800 and 900 of the City of Vandalia Personnel Policies and Procedures Manual, including any change the City makes to those sections during the term of the contract.

**ARTICLE 27.
AGREEMENT COMPLETE.**

Section 1. Fully Written. This Agreement is complete in writing. It may be amended only by an instrument in writing signed by the City Manager or his authorized representative and appropriate Union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate the City to continue in effect, any working condition, benefit or past practice which is not covered or contained in this Agreement.

**ARTICLE 28.
TERM OF AGREEMENT.**

Section 1. Effective Dates. This Agreement shall become effective on signing and shall remain in full force and effect until March 30, 2025. Notwithstanding anything else in this Agreement, no act, omission, or event occurring before the initial effective date of this Agreement shall give rise to any rights or liabilities under this Agreement nor shall it be subject to arbitration.

Section 2. Negotiations for a New Contract. The Union shall present the City, in writing, its proposed changes for a successor agreement no later than 120 days before the termination date of this Agreement. Negotiations will begin between the 83rd and 90th day before the termination date, or earlier, if the parties mutually agree. Both parties will negotiate in good faith in an earnest effort to complete negotiations and reach a new agreement 45 days before the termination date of this Agreement.

DATE: 03/21/2024

DATE: 03/25/2024

GENERAL TRUCK DRIVERS,
WAREHOUSEMEN, HELPERS, SALES
AND SERVICE, AND CASINO
EMPLOYEES, TEAMSTERS LOCAL
UNION NO. 957

CITY OF VANDALIA

By: 

By: 

Its: Kenny Howard

Its: CITY MANAGER

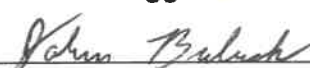
By: 

By: 

Its: Darrell Paschal

Its: Human Resources Manager


Michael Skaggs


John Bubeck

APPENDIX A

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF VANDALIA AND THE TEAMSTERS LOCAL UNION NO. 957 - EFFECTIVE THROUGH MARCH 30, 2025, INCLUSIVE

This Addendum is entered into between The City of Vandalia, Ohio and The Teamsters Local Union No. 957. This Addendum shall be incorporated into the provisions of the Agreement between the City and the Union effective through March 30, 2025, inclusive. Any inconsistency with the terms of this Addendum and the Collective Bargaining Agreement shall be resolved in favor of the terms stated herein.

APPENDIX A - WAGE RATES AND PAY STEPS EFFECTIVE THROUGH MARCH 30, 2025

CLASSIFICATION & POSITION†	QUALIFICATION	Effective Date		
		3/30/2022	10/11/2023	3/30/2024
OFFICE MANAGER*				
OFFICE MANAGER E	4 OR MORE YEARS OF EXPERIENCE	\$ 20.75	\$ 20.96	\$ 21.22
OFFICE MANAGER D	3 YEARS OF EXPERIENCE	\$ 20.34	\$ 20.54	\$ 20.80
OFFICE MANAGER C	2 YEARS OF EXPERIENCE	\$ 19.94	\$ 20.14	\$ 20.39
OFFICE MANAGER B	1 YEAR OF EXPERIENCE	\$ 19.95	\$ 20.15	\$ 20.40
OFFICE MANAGER A	STARTING RATE	\$ 19.17	\$ 19.36	\$ 19.60

APPENDIX A - WAGE RATES AND PAY STEPS EFFECTIVE THROUGH MARCH 30, 2025

CLASSIFICATION & POSITION†	QUALIFICATION	Effective Date		
		3/30/2022	10/11/2023	3/30/2024
PUBLIC WORKS TECHNICIAN*				
PUBLIC WORKS TECHNICIAN SUPERVISOR	APPOINTMENT BY MANAGEMENT	\$ 27.00	\$ 28.63	\$ 31.12
PUBLIC WORKS TECHNICIAN E	4 OR MORE YEARS OF EXPERIENCE + CDL	\$ 22.73	\$ 24.90	\$ 27.06
PUBLIC WORKS TECHNICIAN D	3 YEARS OF EXPERIENCE + CDL	\$ 22.29	\$ 24.41	\$ 26.53
PUBLIC WORKS TECHNICIAN C	2 YEAR OF EXPERIENCE + CDL	\$ 21.85	\$ 23.93	\$ 26.01
PUBLIC WORKS TECHNICIAN B	1 YEAR OF EXPERIENCE + CDL	\$ 21.42	\$ 23.46	\$ 25.50
PUBLIC WORKS TECHNICIAN A	STARTING RATE	\$ 21.00	\$ 23.00	\$ 25.00

† The City Manager, as the appointing authority, at their sole discretion may elect to hire any employee in the bargaining unit at the rate commensurate with their qualifications rather than the default starting rate but shall not be required to do so.

* Following successful completion of the probationary period, a Public Works Technician or Office Manager will become eligible for a merit salary increase. Salary increases, based on reasons of merit, may be made to the next step in the salary range or may be below the next step, in a one-half step increment. Each year after the date from which the employee was granted career status, the employee will be eligible for a merit salary increase until the employee has reached Step E, which is the highest step in the classifications of Public Works Technician and Office Manager. Merit increases will not be withheld unless the employee is performing at unsatisfactory levels as documented by a performance appraisal.

**APPENDIX A - WAGE RATES AND PAY STEPS
EFFECTIVE THROUGH MARCH 30, 2025**

CLASSIFICATION & POSITION†	QUALIFICATION	Effective Date		
		3/30/2022	10/11/2023	3/30/2024
MECHANIC**				
MECHANIC G***	PASS EXAM FOR EVT F-3 FIRE PUMPS AND ACCESSORIES + PASS EXAM FOR EVT F-5 AERIAL FIRE APPARATUS + EVT FIRE APPARATUS TECHNICIAN LEVEL I CERTIFICATION + EVT AMBULANCE TECHNICIAN LEVEL I CERTIFICATION + ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL	\$ 1.25	\$ 2.00	\$ 2.00
MECHANIC F***	EVT FIRE APPARATUS TECHNICIAN LEVEL I CERTIFICATION + EVT AMBULANCE TECHNICIAN LEVEL I CERTIFICATION + ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL	\$ 1.00	\$ 1.50	\$ 1.50
MECHANIC E***	EVT AMBULANCE TECHNICIAN LEVEL I CERTIFICATION + ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL	\$ 0.50	\$ 0.50	\$ 0.50
HEAD MECHANIC	APPOINTMENT BY MANAGEMENT	\$ 34.00	\$ 35.19	\$ 36.42
MECHANIC D	ASE CERTIFICATIONS FOR 10 TESTS OUTLINED IN NOTE BELOW + CDL	\$ 31.12	\$ 32.21	\$ 33.33
MECHANIC C	ASE CERTIFICATIONS FOR 8 TESTS OUTLINED IN NOTE BELOW + CDL	\$ 30.51	\$ 31.58	\$ 32.68
MECHANIC B	ASE CERTIFICATIONS FOR 4 TESTS OUTLINED IN NOTE BELOW + CDL	\$ 28.82	\$ 29.82	\$ 30.87
MECHANIC A	STARTING RATE	\$ 22.00	\$ 26.79	\$ 27.73

NOTE: ASE certifications which may be obtained to qualify an employee for advancement to Mechanic steps B - G are limited to the following list.

A1 Engine Repair	L1 Auto Adv. Engine Perf. Specialist
A2 Automatic Transmission/Transaxle	L2 Electronic Diesel Engine Diagnosis
A3 Manual Drive Train and Axles	T1 Gasoline Engines
A4 Suspension and Steering	T2 Diesel Engines
A5 Brakes	T3 Drive Train
A6 Electrical/Electronic Systems	T4 Brakes
A7 Heating and Air Conditioning	T5 Suspension and Steering
A8 Engine Performance Systems	T6 Electrical/Electronic Systems
F1 Compressed Natural Gas Vehicle	T7 Heating, Ventilation, and A/C
	T8 Preventive Maintenance Inspection (PMI)

† The City Manager, as the appointing authority, at their sole discretion may elect to hire any employee in the bargaining unit at the rate commensurate with their qualifications rather than the default starting rate but shall not be required to do so.

** All incumbents shall immediately be reclassified to the designation that corresponds with their actual valid certifications during any given pay period. Should an employee subsequently fail to maintain the required number of certifications, the employee's rate of pay will be reduced to the rate for the qualifications the employee meets at that time.

*** Mechanic E, F, and G regular rate of pay is increased by specified amount for above the Mechanic D or Head Mechanic wage rate.