AGREEMENT BETWEEN THE

CITY OF DELAWARE

AND

DELAWARE PUBLIC WORKS, UTILITIES, AND PARKS ASSOCIATION

EST 1808
CITY OF
DELAWARE
OHIO

JANUARY 1, 2026- DECEMBER 31, 2028

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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 Delaware Public Works, Utilities, and Parks 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 administration and the Association.

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.

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 employees in the Department of Public Works, Parks and Natural Resources and Public Utilities Department below the rank of crew leader. Excluded are all supervisors, management level, professional and temporary employees as defined in the act; and all office and clerical employees.

Section 3.

For the term of the collective bargaining agreement, part-time employees shall be excluded from the bargaining agreement.

ARTICLE 3

DEFINITIONS

For purpose of this bargaining agreement the following terms shall be defined as follows:

Department Head{s):

Includes employees designated as Department Heads in the City's annual budget or organizational chart.

Department{s):

Includes the Public Works Department, Parks and Natural Resources Department and Public Utilities Department.

Public Utilities Department;

Includes the divisions of Collections Systems and Distribution Systems.

Periods of Employment: Years of Total Service/Years of Service shall always be based upon permanent Full-Time Employment.

ARTICLE 4

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 Department Heads to manage their Department the City shall retain all rights imposed upon it by law to carry out the administration of government and management of the City including these Departments. 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 actions to carry out the mission of the City.

ARTICLE 5

SENIORITY

Seniority shall be a factor considered in all promotion, transfer and layoff decisions. Also, no employee shall be discriminated against in any such decision on basis of seniority. Seniority will be determined by length of service with the Public Works, Parks and Natural Resources Department and Public Utilities Department.

ARTICLE 6

LATERAL TRANSFERS

Section 1.

In the event the City decides to transfer an employee from one division to another and within the same job classification, the employee transferred shall retain his or her grade and step level within the job classification. Seniority may be a factor in selecting the employee to be transferred if the knowledge, skills and abilities are relatively equal to perform the essential job functions. The City retains the right to determine whether a vacancy will be filled by a transfer.

Section 2.

In the event application is made by a member for a lateral transfer, and the position is given to someone else, the City will inform the applicant in a timely fashion that his application was received and was given consideration. Seniority may be a factor in selecting the employee to be transferred if the knowledge, skills and abilities are relatively equal to perform the essential job functions.

ARTICLE 7

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, department and/or division work rules and personnel policies are changed or new central work rules department and/or division work rules and personnel policies are established, the City shall furnish the Association with a copy of the changed or new rule at least fifteen (15) days prior to the effective notice of the affected changes. If the Association requests, the parties shall meet to discuss the reasonableness of the new or changed work rules and/or policies within seven (7) days of the Association's request. The changed or new central work rule, department and/or division work rules or personnel policies shall be posted prominently on all effected department 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 8

PROBATIONARY PERIOD

Section 1. New Hires Probationary Period

The probationary period for all newly hired employees will be a minimum period of six (6) months and up to twelve (12) months from the date of hire. The probationary period may be extended pursuant to section 5 below. During the probationary period**,** 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 may 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, as long as the member is serving a probationary period for the position.

Section 3. Lateral Transfer Probationary Period

Any member who is laterally transferred from the same pay grade position to another shall serve a three (3) month probationary period from the date of his transfer, during which time an evaluation of perfo1mance 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 may return the employee to his former classification, without any loss in seniority. Any other member's promotion or transfer shall also be returned to their former positions.

Section 4. Extension of Promotional or Lateral Transfer Probationary Periods

If the City determines that a member has not satisfactorily performed the job during the probationary period and the City has not returned the employee to his former classification, by written mutual consent the member's probationary period shall be extended for another three (3) month period.

Section 5. Extension of probationary period (general)

If the city determines that a member has not satisfactorily performed the job during the probationary period, whether based on performance observations or inability to obtain their commercial driver's license (CDL), a member's probationary period may be extended for up to an additional six (6) month period, from the date of hire**.**

ARTICLE 9

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, applying the elements of just cause.

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 the Department of Administrative Services. Between 8:00 a.m. and 5:00 p.m., Monday through Friday. Such request shall be made to the Department of Administrative Services directly and review shall be made in the presence of the Department of Administrative Services or their 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. The official personnel file of all members is kept at the Department of Administrative Services.

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, 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 Department of Administrative Services explaining the alleged inaccuracy and it shall be attached to the original document. If the Department of Administrative Services concurs with the member's

contention, it shall attach a Department of Administrative Services memorandum to the document in the file and note thereon a concurrence.

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 instruction and cautioning will not be used as a basis of further discipline two (2) or more years after issuance, records of written reprimand will not be used as a basis of further discipline three (3) years or more after issuance, and all other forms of discipline shall be removed from the personnel file four (4) years from the date of issuance - providing there has been no intervening discipline, discipline records after the 2, 3, or 4 year period shall be disposed of in accordance with the City's Public Records Retention Schedule.

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. Management shall advise the employee that they have a right to Association representation and give them a reasonable amount of time to call them.

Section 10. Disciplinary Investigation

Employees under investigation for a disciplinary determination may be placed on administrative leave and any such administrative leave shall be with pay until a determination has been made by the employer. Once the employee is the subject of an investigation, the City will notify the employee, and schedule a review hearing within thirty (30) calendar days. If the investigation involves a criminal nature, the above prescribed time lines shall be waived by the parities. No determination involving a disciplinary suspension without pay or te1mination shall be made before scheduling a review hearing. A review hearing shall be held before a non-bargaining unit supervisor and corresponding department head for all disciplinary actions which may result in a suspension of three (3) days or less. A review hearing shall be held before the City Manager or his designee for all disciplinary actions which may result in a suspension of more than three (3) days and for terminations. All written information pertinent to the employer's accusations and the names of any witnesses to be called shall be made available to the charged employee reasonably prior to the review hearing. Association representation shall be present at such hearing if so desired by the employee.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1.

Should any difference or dispute arise between the City and any employee or group of employees 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.

Step 1. If the Association, any employee or group of employees believes that he has a grievance (as defined above), he/she shall first cite in writing the specific contract clause violated, and the specific relief requested. The grievance shall be reduced to writing and shall be signed by the aggrieved employee or employees and bargaining unit representative. The written grievance shall be signed off on by the immediate superintendent or his/her designee acknowledging receipt of the grievance. Any grievance not reduced to writing and submitted to the superintendent or his/her designee within twenty-one (21) calendar days of the event giving rise to the grievance, or within twenty-one (21) calendar days after the Association or the affected employee(s) should have know of the event giving rise to the grievance, it shall be considered abandoned. The superintendent shall hold a Step One hearing within fourteen (14) calendar of receipt of the grievance. The superintendent shall issue a written answer within fourteen (14) calendar after the Step One hearing. If no answer is given in the time limits set forth above, the grievance shall be considered denied and may proceed to step 2. This resolution shall set no precedence for future grievances. If the Association does not timely appeal a grievance, it shall be considered abandoned. If satisfactory disposition is not made by the superintendent, then within fourteen (14) calendar days:

Step 2. The grievance shall be presented to the Department Head or his/her designee by the aggrieved employee or employees and Association representative. The written grievance shall be signed off on by the Department Head acknowledging receipt of the grievance. The Department Head or his/her designee shall hold a Step Two hearing within fourteen (14) calendar days of receipt of the grievance. The Department Head or his/her designee shall issue a written answer within fourteen (14) calendar days after the Step Two hearing. If no answer is given in the time limits set forth above, the grievance shall be considered denied and may proceed to step 3. This resolution shall set no precedence for future grievances. If the Association does not timely appeal a grievance, it shall be considered abandoned. If satisfactory disposition is not made by the Department Head, then within fourteen (14) calendar days:

Step 3. The grievance shall be presented to the City Manager or his/her designee by the aggrieved employee or employees and Association representative. The written grievance shall be signed off on by the City Manager or designee acknowledging receipt of the grievance. The City Manager shall hold a Step Three hearing within fourteen (14) calendar days of receipt of the grievance. The City Manager or his designee shall issue a written answer within fourteen (14) calendar days after the Step Three hearing and be final and binding except for demotion, termination or suspension of an employee for more than three days. If no answer is given in the time limits set forth above, the grievance shall be resolved in the favor of the grievant or Association. This resolution shall set no precedence for future grievances. If the Association does not timely appeal a grievance, it shall be considered abandoned:

Step 4. In cases of termination, demotion or suspension of three days or more should the grievant or Association, after receiving the written answer to his/her grievance in Step 3 of the Grievance Procedure, still feel that the grievance is unresolved to his/her satisfaction, he/she may, upon approval of the Association, request it be heard before an arbitrator. The Association must make application to the City for arbitration within fourteen (14) calendar days of the Association's receipt of the written answer in Step 3.

Step 5. Within fourteen (14) calendar days following receipt of the Association's application for arbitration, the City Manager, or his designee, and an Association Representative will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach an agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service, to submit a panel of seven (7) arbitrators who are Ohio residents and National Academy Certified from which the City and the Association shall select one by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name. The City shall retain the right to strike the first name.

The Association agrees that the City, at their choosing, may request to use a panel of arbitrators from the American Arbitration Association (AAA). The City agrees that if they request AAA panel, that they shall pay the cost of said panel.

Step 6. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying

the rules of the FMCS or American Arbitration Association. The arbitrator shall not have the authority to add to, delete from, or modify any provisions of this Agreement. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be binding. The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter, if any, shall be paid by the party asking for one; such fees shall be split equally if both parties desire a repo1ier or request a copy of the transcript. Grievant, or grievance representatives, and witnesses called by the City who appear at such a hearing during their normally scheduled working hours shall not suffer any loss of pay.

Step 7. The arbitrator shall render in writing his findings as quickly as possible within thirty (30) calendar days after the hearing, or within thirty (30) calendar days after submission of post-hearing briefs, if any, and shall forward such findings and all supporting data to the office of the Human Resources Department and to the Association.

Section 2.

It is the Administration's and the Association's intention that all the time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the Association's and the Administration's designated representative may mutually agree, at any step, to additional short extensions of time, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, the grievant may, at any step where a response is not coming within the specified time limits, presume the grievance to be granted by the Administration in full, and the Administration shall immediately implement the requested remedy. This granting shall set no precedence for future grievances. Any step in the grievance procedure may be skipped by mutual consent.

Section 3.

In each step of the grievance procedure outlined in Section 1 above, ce1iain specific representatives shall be given approval to attend the meetings therein prescribed. Upon prior notice, either party may bring additional representatives to any meeting in the grievance procedure.

Section 4.

No member or official of the Association shall be removed, disciplined, harassed, or discriminated against because he has filed or pursued a grievance under these procedures.

Section 5.

A grievant or Association Representative shall not suffer any loss of pay for time spent presenting a grievance in any of the steps in this grievance procedure.

Section 6.

A grievant shall be entitled to an Association representative at steps 1, 2, 3 and 4 of this procedure. The Association representative shall be entitled to present the grievance on behalf of the grievant if the grievant so desires, to ask questions and to have full participation. The grievant's Association representative will not suffer any loss of pay for time spent representing a grievant in discussions under this procedure.

Section 7.

All meetings regarding this grievance procedure may occur during the grievant's duty hours and the grievant and his representative, if he desires one, shall be released from duty for the purpose of attending such meetings provided that neither the grievant nor his representative, if one is desired, are needed to satisfy the City's manpower needs.

ARTICLE 11

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 Association and one Staff Representative, and three (3) members of management, with at least one of whom is to be from outside the Public Works Department, Parks and Natural Resources Department and Public Utilities Department.

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 Association 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 patty 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 12

HOURS OF WORK AND PREMIUM PAY

The regular work week for full-time employees shall be forty (40) hours of work performed in five, eight (8) hour shifts or four, ten (10) hour shifts, worked from Sunday through Saturday of each work week, as determined by the City. The work hours/week schedule will be established by each department. Each employee may be provided with a daily unpaid thirty (30) minute lunch break.

The parties agree that certain activities require modification to an employee's regular work schedule to work night shifts. Members whose work schedule has been modified to night shift work shall be compensated by adding $1.00 per hour for all night shift hours worked outside of the member's regular work week schedule. Such activities may include, but not be limited to, nighttime facility maintenance, street and traffic maintenance, utility repairs, and winter snow and ice management.

If the Employer has a need to modify an employee's work schedule, the employee(s) shall be notified in writing a minimum of fourteen (14) calendar days in advance of the scheduled change by the Employer.

This Article is not intended to limit the City's right to schedule overtime when it is determined to be necessary by the City.

ARTICLE 13

OVERTIME & COMPENSATORY TIME

Section 1.
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 workweek shall be compensated for at a rate of time and one-half of the member's current rate of compensation. Payment in cash shall be made for any overtime due at the time of separation from the City service.

Section 2.
In lieu of cash payment, the member may request to be compensated for 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 Supervisor. Compensatory time shall be taken at a time mutually agreeable to the supervisor and the employee

Section 3.
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 14

CALL IN PAY & ON-CALL DUTY

When a member is called in for work by the appointing authority, or his designee, beyond one-half hour from the time he reports off duty, he shall be paid or credited with a minimum of three (3) hours. The City maintains the right to retain that employee at the job site for the purposes of related work at the discretion of the Supervisor. 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.

A member assigned on-call duty is responsible for answering and responding to emergency phone calls during all hours outside his normal work schedule i.e. evenings and weekends. When a member is assigned on-call duty, he shall be compensated $100.00 per week (one hundred dollars per week) for each week of on-call duty.

ARTICLE 15

HOLIDAY PAY & PERSONAL LEAVE

Section 1.

The following are designated as paid holidays for members:

New Year's Day, January 1
Martin Luther King Day
Memorial Day
Juneteenth, June 19
Independence Day, July 4
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas, December 24
Christmas Day, December 25

Section 2.

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

Section 3.

For each of the holidays specified in Section 1 of this Article on which a member works, he shall be entitled to holiday compensation of time and one half the member's regular rate of pay for all hours worked, in addition to the members eight (8) hours or four hours for half days of regular holiday pay, whichever is appropriate. Compensation for holidays may be in the form of cash or compensatory time off at the option of the member.

Section 4.

Members on a ten hour shift scheduled to work on a slated holiday shall be credited with eight (8) hours of holiday pay, and are responsible for making up two (2) additional work hours during the pay period with supervisor approval, or by using two (2) compensatory or personal leave accrual hours to cover the remainder of the ten (10) hour workday so that their regular plus holiday hours for that pay period totals eighty (80) hours. Members working ten-hour shifts and not scheduled to work on a paid holiday shall be paid for eight (8) hours of holiday pay for that day. Holiday pay under this provision will paid at the time it is earned and shall not be considered as hours worked for the purpose of calculating overtime.

Section 5.

In the event that the Federal Government designates a specific day for any of the aforesaid holidays, then such holiday shall be observed by the City in accordance with such Federal designation, when any such holiday falls on a Saturday it shall be observed on the Friday immediately preceding, and when any such holiday falls on a Sunday, it shall be observed on the Monday immediately succeeding.

Section 6.

Members shall be credited with thirty-two (32) hours of personal leave a year. Use of personal days shall be at the member's discretion with the approval of the Department Head or Superintendent. Members shall notify the Department at least thirty (30) minutes prior to the start of the member's work shift for which he intends to use a personal day. Requests for personal leave may only be denied based on operational emergency. A phone call or message to the

member's immediate supervisor shall be an acceptable form of notice in a given department, if it is an acceptable form of notice for sick leave usage in the same department.

Section 7.

All members will be permitted to accumulate three (3) years' worth of personal days. Once a member accumulates the maximum allowable number of personal leave/holiday compensatory time, then future personal days/holiday compensatory time will be compensated for in cash, at the time they are earned. A member may elect to cash in up to one year's worth of personal days each year (32 hours). The Department Head will post a notice in June informing members of the required deadline for selling holiday time. A member must inform the Department Head prior to August 1 of the year preceding the calendar year in which he intends to make the trade.

Section 8.

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

ARTICLE 16

WAGES AND PAY PLAN

Section 1. The following scales will be effective beginning December 21, 2025. Members will be initially placed on their corresponding position scale based on meeting the requirements for the position. Members will progress through their assigned pay grade annually to coincide with the first pay of the new year.

Once a member reaches the maximum of their assigned pay grade, they will receive a lump sum payment in place of a step increase equal to the amount granted for the cost-of-living adjustment. Lump sum payments will be made at the beginning of the year. For 2027 and 2028, this amount is 3%. Reclassifications will be considered at the beginning of the year, provided that by October 1st of the preceding year, the member notifies their supervisor of their intent and ability to complete the necessary requirements by December 1st of the same year.

Members hired between October 1st and December 31st will not automatically advance in step with the first pay of the new year. These members will remain in their current step until the following year.

Section 2. The City may designate mechanics as an Emergency Vehicle Technicians (EVT) to undertake certification defined by the City. Members shall receive a $500 payment upon achieving the City designated first level EVT certification and a $1000 payment upon achieving the City designated second level EVT certification. Thereafter, the Emergency Vehicle Technician(s) shall receive $500 for each completed recertification of the first level EVT certification or $1000 for each completed recertification of the second level EVT certification. This payment shall not be prorated.

Fleet Mechanic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14	S15
22.16	23.16	24.20	25.29	26.43	27.62	28.86	30.16	31.52	32.94	34.42	35.97	37.59	39.28	41.05
Apprentice			Tech I					Tech II				Tech III		

Traffic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14	S15
22.25	23.25	24.29	25.39	26.53	27.72	28.97	30.28	31.64	33.06	34.55	36.10	37.73	39.43	41.20
Apprentice			Tech I					Tech II				Tech III		

Building Maintenance

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14
21.83	22.81	23.84	24.91	26.03	27.20	28.43	29.71	31.04	32.44	33.90	35.43	37.02	38.69
Apprentice			Tech I					Tech II				Tech III	

Parks Maintenance

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
24.39	25.49	26.75	27.91	29.17	30.71	32.09	33.54	35.05	36.63
Tech I					Tech II			Tech III	

Meter Tech

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
24.39	25.49	26.75	27.91	29.17	30.71	32.09	33.54	35.05	36.63
Tech I					Tech II			Tech III	

Collection

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
25.28	26.41	27.72	28.93	30.23	31.83	33.26	34.76	36.32	37.96
Tech I					Tech II			Tech III	

Distribution

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
25.28	26.41	27.72	28.93	30.23	31.83	33.26	34.76	36.32	37.96
Tech I					Tech II			Tech III	

Streets

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
24.39	25.49	26.75	27.91	29.17	30.71	32.09	33.54	35.05	36.63
Tech I					Tech II			Tech III	

Refuse

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
24.39	25.49	26.75	27.91	29.17	30.71	32.09	33.54	35.05	36.63
Tech I					Tech II			Tech III	

ARTICLE 17

VACATION TIME

Section 1.

The vacation year for members shall end at the close of business on 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. 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 in 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
5 years or less	80.6	3.1
Start of 5 years but less than 10 years	· 119.6	4.6
Start of 10 years but less than 15 years	161.2	6.2
Start of 15 plus 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
5 years or less	241.8
Start of 5 years but less than 10 years	358.8
Start of 10 but less than 15 years	483.6
Start of 15 plus years	600.6

Section 5.

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.

Section 6.

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.

Section 7.

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, or the employee's estate, or such other person the member may have designated in writing.

Section 8.

Requests for vacation during this period 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 with the City. Exceptions may be made by the Superintendent if circumstances warrant. Requests turned in after this date may be approved with a 24-hour notice 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. Requests for leave with less than a 24-hour notice will only be considered if an employee has no personal leave available.

Section 9.

A member may elect to trade up to three (3) weeks of vacation time for equivalent pay during any calendar year. The Department Head will post a notice in June inf01ming members of the required deadline for selling vacation time. A member must inform the Department Head 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 employee's account after said trade takes place.

Section 10.

Members may request up to three consecutive weeks of vacation, except during the months of June, July and August.

Section 11.

All vacation requests, including in the early sign-up period, must be approved by the Superintendent.

ARTICLE 18

SICK LEAVE

Section 1.

Each City employee shall be entitled to sick leave with pay of four and six-tenths (4.6) hours for each completed eighty (80) hours of service.

Employees may use sick leave upon the approval of the City for the following reasons:

A. Illness or injury of the employee or his immediate family.

B. Medical, dental, or optical examinations or treatment of an employee or his immediate family, which requires the employee's attendance.

C. If a member of the immediate family is afflicted with a contagious disease, or when, through exposure to a contagious disease, the presence of the employee at his job will jeopardize the health of others.

D. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during postnatal period.

For purposes of this section, the definition of immediate family shall be: grandparents, mother, mother-in-law, father, father-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, spouse, child, stepchild, grandchild, legal guardian, or other person who stands in the place of a parent (in loco parentis).

Employees are required to report their intent to use sick leave to their immediate Supervisor at least 30 minutes prior to the start of each workday, unless the employee has made other reporting arrangements with his immediate supervisor. The employee shall make this phone call unless medically detained by a physician at the time. The supervisor or other designated person may contact the employee sometime during the day to discuss the anticipated length of absence if it is to continue for additional days.

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 three (3) vacation days 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 two (2) vacation days the following year. If a member uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year that member shall be credited with one (1) additional vacation day the following year. At the member's option, any additional vacation days earned can be taken in the form of vacation leave or compensation in cash.

Section 4.

Any City employee 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 hours for one (1) hour vacation leave.

Section 5.

Any member separated from City service for other than just cause shall be paid for all accumulated and unused 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 accumulated and unused sick leave for those hours which exceed 650 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.

Section 6.

Upon separation, for any reason other than termination with just cause, of any employee 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 7.

An employee shall complete and sign a leave use form provided by the City to justify the use of sick leave. Payment for sick leave is subject to final approval by the Director or his designee. The City may require the employee to furnish a statement from a licensed medical practitioner if medical attention was sought or for any absence in excess of three (3) consecutive days whether for the employee or his immediate family. Such statement shall include the nature of the illness or injury, the inability to perform his duties, the prognosis, and the estimated date when the employee can be expected to return to work. Failure of the employee to provide such statement and sick leave use form when requested may result in the denial of sick leave pay.

Section 8.

Falsification of an application for sick leave or a medical practitioner's statement may be grounds for disciplinary action. The City maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the City. Alternatively, the employee 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.

The City may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of this article. Denial of sick leave payment shall not preclude the City form implementing any disciplinary action.

Section 9. Sick Leave Abuse

It is the mutual interest of the members and the City to prevent the abuse or misuse of sick leave. The acceptable usage of sick leave shall be pursuant to the regulations contained in this article. Employees shall not abuse, show a pattern of sick leave and/or leave without pay usage. The abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline in accordance with Article 9. A request of sick leave shall be denied if the employee fails to comply with the procedures for proper sick leave usage, fails to present a required physician's statement as required by the contract, or if an investigation of a request for sick leave discloses facts inconsistent with the proper use of sick leave.

Falsification of applications for sick leave or the filing of sick leave applications and

documentation with intent to defraud, may result in the disapproval of sick leave and may be grounds for disciplinary action, up to and including discharge.

Any employee who is hospitalized shall not have such period of leave considered in determining whether the employee is abusing sick leave benefits.

The implementation of this section does not preclude the right of the City to discipline an employee for the abuse of sick leave, to require a statement from the employee's physician as required by the contract, or to have the employee examined by a physician. Any employee who has been disciplined for abuse of sick leave, may be required to furnish a statement from the employee's physician for each use of sick leave up to six months in duration. The City may, with mutual agreement of both parties, extend the need for sick leave verification for an additional six month period. The City also maintains the right to investigate all absences.

Section 10. Transfer of Time

Employees hired prior to 1/1/2014 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 January 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 sections 4, 5, or 6. 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 19

INJURY LEAVE

Section 1.

All regular full-time City employees 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 employees 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 City employee as a result of the performance of employment duties, the employee shall complete an accident/injury investigation form and in conjunction with his/her Department Head shall report such injury to the Department of Administrative Services 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 employee, they 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 employee'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 employee 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 employee is being paid under this policy, all normal benefits given to regular full-time City employees shall remain in force with no deductions to earned sick leave and/or vacation time.

D. In all cases where leave of more than 120 working days for employees working a 40-hour workweek is taken, the City Manager may extend such leave by up to an additional 120 working days for employees working a 40-hour workweek, if such necessity is determined to his/her satisfaction. Each employee 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 20

FUNERAL LEAVE

Section 1.

Each regular full-time employee 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 Department Head.

** All leave time with approval of the Department Head.

Section 2.

For the purposes of this Article, "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.

Section 3.

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

ARTICLE 21

LONGEVITY COMPENSATION

Section 1.

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

After five (5) years of continuous service After ten (10) years of continuous service After fifteen (15) years of continuous service After Twenty (20) years of continuousservice	$600 /year $800/year $1,000 /year $1,200 /year

Section 2.

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.

Section 3.

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.

Section 4.

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

ARTICLE 22

DUES AND FAIR SHARE FEE

Section 1. Dues

The City agrees to deduct from the wages of any employee who is a member of the Public Works, Utility and Parks Association Bargaining Unit all dues uniformly required for the term of this agreement. The Association will notify the City by January 1 of each year of the dues it charges and its current membership. All dues collected shall be paid over by the employer each pay date to the Public Works, Utility And Parks Employee Association. The Finance Department shall provide the Association President with an alphabetical list of names of those employees who had Association dues deducted along with the amount of dues deduction upon request.

The Association hereby agrees that it will indemnify and hold harmless from any claims, actions, or proceedings commenced by an employee against the City arising out of deductions made by the City pursuant to this Article.

ARTICLE 23

UNIFORMS AND CLOTHING

Section 1. – Uniforms
The City will provide each member with uniforms in sufficient quantity so that the member shall report to work daily in a clean uniform. Laundry service is available to members for rental pants and shirts. Members are responsible for all assigned uniform items and shall pay the replacement cost for all lost items. Upon termination of employment with the City, all items provided pursuant to this Article must be returned to the City. Items provided under this article shall only be worn by the members during assigned work hours.

Section 2. – Initial Issue
The City will provide newly hired employees with an initial issue to include protective footwear and any other personal protective equipment deemed necessary to safely perform job duties.

Section 3. – Annual Replacement Stipend
Following the initial issue, each employee will receive $500.00 per year, in $250.00 installments payable on the first pay in March and September, for the purchase of protective toe (steel/composite) footwear meeting departmental ASTM standards, and optional bib overalls.

Section 4. – Personal Protective Equipment (PPE)
Each member should be issued a hard hat, class 3 safety vest, class 3 high-visibility (lime yellow) winter jacket, high-visibility rain gear, rubber boots, and work gloves. When an item reaches the end of its useful life or is damaged not due to negligence, it will be replaced. The employee is responsible for the daily care, maintenance and security of all items provided by the City. A member who has lost or misplaced items shall replace the item at their cost. Upon termination, all items provided pursuant to this Article must be returned to the City.

Section 5. – Appearance
Uniforms must be neatly worn, tucked in, and clean in appearance on a daily basis. T-shirts, if provided, will be laundered by the employee.

Section 6. – Miscellaneous
The City will provide additional safety apparel as needed at the discretion of the City, including but not limited to eye, hearing, and respiratory protection.

ARTICLE 24

HEALTH AND SAFETY

Section 1.

The City agrees to continue to provide a safe and healthy work environment for all employees, consistent with its obligations under law and the Association agrees to cooperate with the City in its efforts 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, or for refusing to operate unsafe equipment or work under unsafe conditions. If it is determined by management that equipment or conditions are unsafe, then reasonable and prompt steps will be taken to correct the problem.

Section 3.

The City shall provide inoculations, as deemed necessary by the City, to each member to protect against infectious diseases (including hepatitis) or other workplace hazards to which a member may be exposed. It shall be mandatory for all members to receive preventative inoculations provided by this Article unless determined to be medically inappropriate.

ARTICLE 25

INSURANCE

Section 25.1. Medical / Hospital Insurance Coverages: The City shall make health care benefits coverages available to members under the City's health care plan. All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the City's health care plan.

Proposed changes to the City's health care plan occurring during the term of this Agreement will be presented to the Health Insurance Committee for review and discussion prior to implementation.

The City will utilize its best efforts to ensure that medical/hospital insurance coverage is provided on a uniform basis to all City employees. In any event, the coverages and benefit conditions provided to members under this Agreement shall be no less favorable than those afforded to non-represented administrative employees.

Section 25.2. Cost Sharing: Members shall pay, by wage withholding, fifteen percent (15%) for family and single premium coverage. Contributions will be deducted from the members' gross income prior to taxes, subject to compliance with all applicable tax regulations. Annually, the monthly COBRA rate to be utilized by the City will be established. Subsequent annual changes to the calculated COBRA rate will be applied to the monthly member contributions. The members' contribution shall be paid through a Section 125 plan by which the contributions are treated as pre-tax income.

Section 25.3. Opt-Out/Opt-Down Waiver of Coverage. Members who opt out of the City's health care plan will be compensated as follows. All payments made under this provision will be included as other pay on the member's paycheck. This income will be subject to OPERS regulations and all applicable taxes.

- Opt-out (no medical/prescription coverage) = $100 per month
- Opt-down (from family to single medical/prescription coverage) = $50 per month
    - *A member who "opts-down" must remain eligible for family coverage*

Section 25.4 Prescription Coverage. The city will provide prescription coverage for eligible members under the City's health care plan. Members may not elect to have prescription-only coverage; enrollment in the city's health care plan is required.

Section 25.5. Dental Coverage. The City will provide dental coverage for eligible members under the City's health care plan.

Section 25.6. Vision Coverage. The City will provide vision coverage for eligible members under the City's health care plan. The City will contribute $6.00 per month on behalf of the member. The member will be responsible for the balance of the monthly cost of the coverage selected.

Section 25.7. Flexible Spending. If the City makes available the option to enroll in flexible spending to non-represented administrative employees, it will be made available to bargaining unit members. Contributions will be subject to IRS Code 125 regulations and annual maximum contribution amounts.

Section 25.8. Alternate Coverage. Notwithstanding the provisions in Section 25.1 above, which provides for health care coverage, the Association agrees that the City may offer alternative health care coverage programs during the term of the Agreement. The City shall determine the terms and conditions of such alternative programs. The cost and/or terms and conditions of said programs shall be at the discretion of the City and may be subject to change.

Members may enroll or withdraw from said program during open enrollment or due to a qualifying change and shall be entitled to the benefits described in Section 25.1.

Section 25.9 Life Insurance. The City will provide life insurance for members at a face value of $50,000.

ARTICLE 26

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 direct correlation between the member/s duties and responsibilities and the courses taken or the degree program pursued. The Department Head has the sole and final discretion to approve or disapprove tuition reimbursement requests. All courses 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. All scheduled hours for courses of instruction must be filed with the Department head.

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. 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 inf01mation 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 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 or is discharged for 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 27

COMMERCIAL DRIVERS LICENSE

Section 1. Reimbursement of theTest

The City will reimburse the cost of the passed portions of the test for commercial driver's licenses to members who are required to have them to perform their jobs.

Section 2. Maintenance of a CDL

All members are required to maintain a valid Ohio CDL. The City will reimburse the cost of renewing a CDL.

Section 3. Periodic records check

The City, at least twice per calendar year, shall verify that each member has a valid Ohio CDL with the Ohio Department of Public Safety. Members shall consent to all checks and the City shall bear all cost associated to check a members record. Members are encouraged to request a copy of the record.

Section 4. Failure to report a violation

All members shall report within 30 days all traffic convictions (commercial and private). Failure to disclose a conviction may result in disciplinary proceedings.

Section 5. License suspension, revocation, cancellation, or disqualification

Members that have suspended, revoked, cancelled or disqualified licenses without work privileges may be subject to termination of employment. The member will have 30 calendar days from the date of any suspension, revocation, cancellation or disqualification to secure working privileges. During this time the member must use accrued leave. A member who does not have sufficient leave balances may be subject to termination of employment.

Members that voluntary disclose a suspension, revocation, cancellation, or disqualification voluntarily will be given consideration that the disclosure was of a voluntary nature.

Section 6. Drug and Alcohol Testing

Members who have CDL's are subject to the Substance Abuse Policy attached as Appendix A.

ARTICLE 28

PARKS AND RECREATION CREDIT

A. 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. 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.

B. Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits are non-transferable.

ARTICLE 29

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

Section 1.

The City and the Association agree that, neither shall discriminate against any employee of the bargaining unit because of race, color, religion, sex, national origin, age, disability, ancestry, marital status (except where it is in violation of the City's established nepotism policy), political affiliation, or sexual preference. Nor shall the City or the Association discriminate against any employee of the bargaining unit because of his/her membership or non-membership in the Association. Both the City and the Association recognize their respective responsibilities under applicable federal, state, and local laws, and executive order relating to civil rights and employment practices.

All references to members of the bargaining unit in this Agreement shall mean both sexes. Wherever the female gender only is used, it shall be considered to include male and female employees.

Section 2. Sexual Harassment and Employment Opportunities

The policy is included in the City of Delaware Employee Handbook.

ARTICLE 30

LAYOFF AND ABOLISHMENTS

The Civil Service Commission places the following procedures to be the sole and exclusive procedures for implementing a layoff or job abolishment directly affecting employees and that any statutory procedures in conflict with the following, including RC124.421 through 124.328 (or others that may apply) are hereby specifically waived."

A. Determination of Need for Layoff.

When the City determines that a layoff or job abolishment is to occur, the City shall notify, in writing, the affected employees thirty (30) days in advance of the effective date of the layoff or job abolishment. Upon request of an Employee Organization during this thirty (30) day period, the City agrees to meet and confer with representatives of the Employee Organization regarding the effects of the layoff and to explore possible alternatives to avoid the need for the layoff. Such meeting shall not delay the implementation of the layoff unless the parties mutually agree to an alternative to the layoff.

B. Determination of Positions to be Laid Off.

The City shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority (least senior first) and their ability to perform the remaining available work without further training.

C. Recall Rights.

Employees who have completed their original probationary period, who are laid off, shall be placed on a recall list for a period of one (1) year. If a position from which the employee was laid off becomes available within this time frame, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

D. Notice of Recall.

Notice of recall shall be sent to the employee by certified mail. The City shall be deemed to have fulfilled its obligation in this respect by mailing the recall notice to the last mailing address provided by the employee.

E. Return to Duty.

The recalled employee shall have twenty-five (25) calendar days following the mailing of the recall notice to notify the City of the employee's intent to return to work and shall have thirty (30) calendar days following the mailing of the recall notice in which to report for duty, unless a later date is specified in the notice. Upon returning to work, an employee must be able to perfo1m the essential functions of the position at the time of recall.

F. Seniority Defined.

For purposes of layoff, seniority shall be defined as an employee's length of continuous employment with the City.

G. Right to Bump.

An employee laid-off shall have the right to bump another City employee having less continuous service than the laid-off employee. Such laid off employee will have the right to bump any less senior employee in the bargaining unit providing he is qualified to perform the duties of the position he requests.

ARTICLE 31

ASSOCIATION REPRESENTATION

Section 1. Association Representatives.

Representatives of the Association shall be admitted to the City's facilities for the purpose of processing grievances or attending meetings.

Section 2. Grievance Representatives.

Three (3) members of the Bargaining Unit, one (1) from each department, are to serve as Association Stewards who shall be recognized by the City. The Association shall designate one (1) of these members to act as Chief Steward.

Section 3. Listing of Representatives.

The City shall recognize the following Association Representatives: President, Vice President, Secretary and Treasurer, Steward, Chief Steward, and Staff Representatives. The Association shall furnish the City with a written list of its officers, representatives, and stewards within five (5) days after their designation or any change.

Section 4. Access to City Premises by Representatives.

It is understood that grievance representatives, as well as officers of the Local Association may, while on duty, interview managerial and other staff and obtain needed information from the office during duty hours, provided that advance supervisory approval is obtained and provided such activity does not interfere with, disrupt, or interrupt normal departmental operations. The Employer will not arbitrarily deny and/or interfere with the Association's investigation of a grievance.

Section 5. 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 with regard to current or subsequent Association agreement. Time so served shall be deemed active and continuous service for all purposes.

ARTICLE 32

MECHANIC TOOL STIPEND

Section 1.

Members assigned to the classification of Mechanic may be required to furnish their own tools. The City will provide any necessary specialized tools and equipment.

Section 2.

Full-time mechanics shall be provided with a $1,000.00 annual stipend payable in two $500.00 installments, the first pay of January and July as compensation for the use of their tools in the performance of their respective duties.

Employees who separate employment prior to the conclusion of their probationary period will be responsible for paying the stipend back to the City. This would be deducted from the employee's final paycheck.

ARTICLE 33

SANCTITY OF AGREEMENT

All parties agree that this Agreement shall remain in force from January 1, 2026 through December 31, 2028 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.

Section 1.

By affixing appropriate signatures below, the representatives of the Delaware Public Works, Utilities, and Parks 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 16 day of January, 2026.

For the City:

Paul J. Brake
City Manager

For the Association:

Randy Jackson
Randy Jackson (Jan 16, 2026 11:33:19 EST)

Randy Jackson
Association President

Approved as to Form:

Yazan (Yaz) Ashrawi
Yazan (Yaz) Ashrawi (Jan 16, 2026 09:45:41 EST)

Yazan Ashrawi, Frost Brown Todd LLP
Legal Counsel

20260101 - 20281231 PSG Agreement with Changes Incorp

Final Audit Report 2026-01-16

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By:	Jessica Feller (jfeller@delawareohio.net)
Status:	Signed
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