AGREEMENT

BETWEEN

THE CITY OF HAMILTON, OHIO

AND

LOCAL 648

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

(AFL – CIO)

EFFECTIVE FROM

OCTOBER 21, 2013 – MAY 31, 2016

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AGREEMENT

This Agreement, by the City of Hamilton, Ohio to employees working under the operations, conditions, and requirements of the City of Hamilton, hereinafter referred to as the "Municipality," and the International Brotherhood of Electrical Workers, Local 648, hereinafter referred to as the "Union."

For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the Municipality, the Union and the public may mutually benefit, the Parties agree to the following:

ARTICLE I. RECOGNITION DUES DEDUCTION

Section 1. The City of Hamilton hereby agrees to recognize Local Union 648, I.B.E.W. (AFL-CIO), as the exclusive collective bargaining agent for wages, hours and working conditions of the employees of the Municipality working in the Departments of Electric, Underground Utilities, and Public Works assigned to classifications as listed in Appendix A, attached hereto; and further to those classes as may hereafter be established by City which involve duties in the construction, maintenance and repair of the electric transmission and distribution system; the traffic signal, alarm and street lighting system; electric meters and metering; tree trimming; and electrical equipment installation, maintenance and repair in City plants.

The Bargaining Unit shall include the class of Crew Leader (Foreman) but exclude those positions of salaried classes holding the title of "Supervisor", "Assistant Superintendent" or "Superintendent."

An employee, other than an Apprentice Lineman, who receives an original appointment or is reinstated to a class represented by the Union shall be in a probationary status during the first ninety (90) calendar days of active employment. Apprentice Linemen shall be in a probationary status for the entire period of their apprenticeship, until such time as the apprentice reaches the journeyman level. Such probationary employees shall not be excluded from the Bargaining Unit; however, the discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement nor subject to the grievance procedure contained herein.

Section 2. The bargaining committee of the Union may, as they desire, be

accompanied by officers of the International Union, Local Union representatives, or Legal Representatives in their meetings with the Municipality.

Section 3. The Municipality will deduct from the wages and turn over to the Financial Secretary or Business Manager of Local Union 648 at 4300 Millikin Road, Hamilton, Ohio 45011, the regular monthly union dues, a monthly working dues, the fair share fee and the Union's general and uniform assessments, as set forth by the local union bylaws, and as further provided herein by this agreement.

A. The Union will provide the Municipality with at least two (2) calendar weeks advance notice of a pending increase in dues.

The Municipality's remittance will be deemed correct if the Union does not give written notice within two (2) calendar weeks after a remittance is forwarded, of its belief, with reasons thereof, that the remittance is incorrect.

The Union agrees to indemnify and hold the Municipality harmless against any and all claims or forms of liability arising out of the deductions hereinbefore noted. The Union assumes full responsibility for the disposition of deductions so made once they have been forwarded by the Municipality.

B. The Union will provide written notification of membership changes, both additions and deletions, and will annually forward to the Director of Personnel a roster of City employee Bargaining Unit members.

Section 4.

A. The Parties agree that members of the Bargaining Unit, as defined in Article I, Section 1, shall be subject to those fair share fee provisions of the Ohio Revised Code at Section 4117.09 (C).

B. Those employees within the bargaining unit who do not become members of the Union shall pay to the Union, through deduction from pay as set forth herein, a fair share fee to reimburse the Union for the costs of representation for purposes of collective bargaining and for no other purpose. The Treasurer of the Union shall certify to the Municipality the amount of the fair share fee and that the fee is to reimburse the Union for the costs of providing representation for collective bargaining and for no other purpose. Upon such certification by the Union, the Municipality shall automatically and without requiring further authorization deduct the amount of the fair share fee from the pay of each employee obligated to pay the fee and remit the fee to the Union in the same manner as dues.

ARTICLE II. RIGHTS AND LIMITATIONS

Section 1. It is agreed that the administration of the Municipality, the direction of its employees, the determination of work schedules and assignments, and the making and enforcing of reasonable rules to effect orderly and efficient operations, the evaluation of employee performance (pursuant to the procedure adopted by the parties), the right to hire, transfer, promote, demote, and discipline or dismiss for cause, (as provided in Civil Service Law, the Municipality's administrative regulations and the Rules and Regulations of the Hamilton Civil Service Commission), to lay off for lack of work, are rights vested exclusively in the Management of the Municipality, except as they have been otherwise modified by the terms of this Agreement.

Section 2. The Municipality will notify the Union immediately upon determining that a position is to be filled, expanded, or created within a classification represented by Local 648. All qualified members of the Union will be given equal consideration with all other applicants who may apply. The Municipality will comply with Civil Service Rules and Regulations pertaining to hiring of new employees. There will be no discrimination between Union and non-Union members.

ARTICLE III. HOURS OF WORK

Section 1. The workday shall consist of eight (8) hours falling between 7 a.m. and 4:30 p.m.

All employees shall receive a thirty (30) minute paid lunch period within their established eight (8) hour workday.

Section 2. The one-half hour lunch period will normally begin four (4) hours after the scheduled shift start and should it become necessary to postpone the lunch period, such period shall not occur more than six (6) hours after the shift starting time without the employee being paid for the lunch period at the appropriate rate of pay.

Section 3. The normal shift starting time shall fall within the workday hours as stipulated in Section 1, above and shall be determined by Management; provided, however, that changes in the normal shift start time shall be limited to two (2) per calendar year and further, that such changes shall be made known to the appropriate Union official in writing three (3) calendar days in advance of the effective date of the proposed change.

Union representatives shall mean the officially designated Steward and Business Manager of Local 648, I.B.E.W.

Section 4. Forty hours within five days, Monday through Friday inclusive, shall constitute the workweek. Employees reporting for work who have not been notified not to report shall be given either eight (8) hours work, or shall be paid the equivalent of eight (8) hours pay at regular rate of pay, except in case of a major breakdown or of a stoppage of work beyond the control of the Municipality.

Section 5. An employee will be eligible for a ten (10) minute break in the morning and a ten (10) minute break in the afternoon.

ARTICLE IV. OVERTIME AND PREMIUM PAY

Section 1. Work performed outside of the regular scheduled eight hours per day, and the regular scheduled forty hours per week, shall be paid for as overtime in accordance with the following regulations:

Section 2.

A. If an employee is required to work outside of the regularly scheduled hours of 7 a.m. to 4:30 p.m., and is called back to work after leaving the job, he shall be credited with having worked four hours within the appropriate rate of pay; except:

   1. If an employee is called back to work for the sole purpose of changing one traffic light, he shall be credited with having worked two hours within the appropriate rate of pay.

   2. If an employee comes in up to two hours before the starting time on a normal work day for the sole purpose of a scheduled customer outage, he/she shall be credited with having worked two hours within the appropriate rate of pay.

B. Work performed after regular scheduled working hours shall be paid for at 1½ times regular rate of pay until 10:00 p.m.

C. After 10:00 p.m., double time shall be paid for work performed until the scheduled starting time of the next day.

D. Double time shall be paid for all work performed on Sundays when it is the employee's second scheduled day of rest.

E. Employees working Sunday when it is part of their regularly scheduled workweek and not a scheduled day of rest shall receive a premium of 50% per hour based upon their straight time hourly rate for all hours worked.

F. Employees working Saturday when it is part of their regularly scheduled workweek and not a normally scheduled day of rest shall receive a premium of 25% per hour based upon their straight time hourly class rate for hours worked.

G. Pyramiding. In no event shall the overtime or premium pay provided for in the above sections be pyramided. Thus, if two or

more overtime and premium pay provisions are applicable to the same hours of work, only the applicable provision yielding the largest amount shall satisfy the requirements of all other applicable pay provisions. However, overtime and premium rates for all hours worked shall be computed on the applicable straight time hourly class rate plus any appropriate shift differential.

H. Compensatory Leave in Lieu of Overtime Payments

(1) In accordance with 1985 amendments to the FAIR LABOR STANDARDS ACT, employees of the Bargaining Unit may option compensatory leave in lieu of cash payment of overtime hours worked. Said leave shall be based upon pay hours and shall constitute time off, with pay, from the regular work schedule.

(2) Compensatory leave shall not be taken in less than a two (2) hour increment and will be taken in one (1) or whole hour units rather than fractions of an hour.

(3) An employee may request compensatory leave by submitting to his/her supervisor for approval a Leave Application and Control Report not less than one (1) work day in advance of the proposed leave commencement unless the need for comp time use was unforeseeable.

(4) Overtime hours worked but not "banked" by 7:30 a.m. on Monday of the pay week will automatically be paid in cash.

(5) Compensatory leave in lieu of overtime cash payments shall be limited to a maximum of eighty (80) hours leave time per calendar year, per employee.

(6) Approval and scheduling of compensatory leave is subject to the work schedule requirements of the employee's work unit, as determined by the Director of the Department or authorized representative.

(7) If, as necessitated by work schedule requirements, an employee is called in from compensatory leave to work what would have otherwise been his/her regularly scheduled work hours but for the taking of compensatory leave, the employee shall only be compensated at his/her regular base rate of pay for such work hours. Where, however, call-in from compensatory leave results in the employee working beyond regularly scheduled work hours on the day of call-in,

he/she shall be compensated for such hours worked beyond that day's regular work schedule in accordance with the overtime pay provisions of Article IV, Sections 1 and 2, paragraphs A through G, inclusive. In no event shall compensatory leave be pyramided for purpose of receiving overtime for premium pay.

(8) Compensatory leave shall be taken prior to November 30, each calendar year. Overtime worked during the month of December will be compensated by cash payment. Overtime hours not taken as compensatory leave nor paid in cash by December 1 will be converted and paid in cash at the employee's base rate of pay in effect when such leave hours were worked.

(9) Upon separation from City employment as a result of resignation, retirement, dismissal, layoff or death, accrued but unused and otherwise unpaid compensatory leave shall be converted and paid in cash to the employee, his estate or heirs at law at the employee's base rate of pay in effect when such leave hours were worked.

(10) The Parties agree that the granting of compensatory leave shall not generate nor cause overtime. Further, it is recognized that there are unique scheduling difficulties relating to the approval of compensatory leave for employees falling within the class of Electric Distribution Troubleshooter. Management will attempt to schedule leave requests in keeping with employee interests; however, the granting of such leave shall not generate nor cause overtime.

Section 3. If non-scheduled work results in an employee working for any period of time during the period between four (4) and seven (7) hours before the start of the employee's regular shift, then the employee shall have the option to take unpaid personal leave for the next regular shift without it affecting the Attendance Incentive, or, if the employee chooses to work the next regular shift, time worked on that next regular shift shall be paid at 1½ times the regular rate.

ARTICLE V. **HOLIDAYS**

Section 1. The following days will be recognized as guaranteed holidays by the Municipality:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday immediately following Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
Employee's Birthday (as floating holiday)
5 Personal Leave Holidays and Martin Luther King Day (as floating holidays)

Section 2.

A. Employees will be paid eight (8) times their regular straight time hourly rate as holiday pay for full holidays.

B. For work performed on a holiday, employees shall be paid double the straight time hourly rate in addition to holiday pay and shall be paid double time for hours worked in excess of eight (8) on such holidays.

C. All holidays will be guaranteed by observing another appropriate day off when a holiday falls on a non-work day. For purposes of premium holiday pay, the day actually observed will be considered the holiday except for employees whose regular work schedule would require work on the actual holiday. In such cases, the actual day of the holiday will be observed for holiday pay purposes.

D. The Electric Distribution Troubleshooter assigned to the Electric Distribution Division will receive time off in celebration of holidays, if so desired.

Section 3. For holidays having fixed calendar dates, leave eligibility is conditioned upon the employee being in a pay status on the actual date of the holiday; e.g., Independence Day, Christmas Day.

A. Employees will be permitted to schedule their annual birthday, Martin Luther King Day and Personal Leave Days as "floating" holidays.

B. Such "floating" holidays may be scheduled during the calendar year based upon the interests of the employee in keeping with both work unit scheduling practices and manpower necessities.

C. Although the birthday holiday and Martin Luther King Day may be scheduled and taken in a calendar year prior to the actual anniversary date of birth or the actual date of the observed holiday in the case of Martin Luther King Day, these holidays will be considered as earned leave in that year providing the employee is in a pay status on the actual birth date and/or actual date of the observed holiday in the case of Martin Luther King Day.

D. The Personal Leave Holidays shall be considered as earned leave upon completion of three (3) months' service in a pay status during a calendar year.

E. Holiday leave taken, but not earned, shall be subject to recovery.

Section 4. An employee who has agreed to work on a day otherwise observed by him as a holiday and who fails to report and who further fails to present sufficient reason for the absence, shall not be eligible for the holiday pay.

Section 5. An employee may request of his/her supervisor a floating holiday. The leave request will be approved or disapproved as promptly as possible.

ARTICLE VI. SHIFT DIFFERENTIAL

Electric Distribution Troubleshooter working the second or third shift will be eligible to receive a shift premium of twenty-five cents ($0.25) per hour on the second shift and forty cents ($0.40) per hour on the third shift.

The respective shift premium will apply to employees who are assigned and working a second or third shift.

ARTICLE VII — FILLING OF VACANCIES

Section 1. Vacancies to be filled within the bargaining unit shall normally be filled by transfer or promotion of bargaining unit personnel.

The filling of a vacancy with an existing bargaining unit member under the terms of this Article shall be deemed a promotion if the bargaining unit member goes to a position with a higher maximum rate, and it shall be considered a transfer if the maximum rate for both jobs is the same. The filling of a vacancy with a bargaining unit member shall not be deemed an original appointment.

The qualified senior bargaining unit member shall be first considered within the division, then within the department, and then across the entire bargaining unit. Qualified bargaining unit members shall be ranked within the respective division, department, or bargaining unit according to Division, Department or City Service seniority.

Section 2. When a vacancy is to be filled, a list of not less than three qualified bargaining unit members from within the division shall be used to fill the position. Selection shall be made from among the three most senior members willing to accept the position.

If less than three qualified bargaining unit members are available within the division, the appointing authority may supplement the list with qualified bargaining unit members from the department. If less than three qualified bargaining unit members are available within the department, the appointing authority may supplement the list with qualified members from the bargaining unit. The lists shall be supplemented by the rank order of members on the list.

If there are not three qualified members within the bargaining unit willing to accept the position, the appointing authority may supplement the list with names from an appropriate civil service eligibility list, or request that a civil service examination be given.

Due to the supervisory nature of the position of Distribution Lines Crew Leader, the Appointing Authority shall have sole discretion to appoint the employee he believes is most qualified to that position, regardless of seniority. Provided, that no employee shall be considered for promotion to the position of Distribution Lines Crew Leader unless he has at least eight (8) years total experience as a Journeyman Lineman, with not less than the last five (5) of those years as a Journeyman Lineman employed by the City of Hamilton.

Section 3. An appointing authority may appoint a person to fill a position within the bargaining unit from any list developed under this provision irrespective of whether the list has fewer than three names.

Section 4. An Employee who has resigned in good standing may be considered for reinstatement if a vacancy exists in the same or similar classification within one year of the date of his/her resignation. Reinstatements are the prerogative of the Municipality. Reinstatements will not be approved if a permanent layoff list exists in the classification.

Section 5. An Employee who has taken a voluntary demotion and/or transfer within the department may be reinstated to his/her previously held classification when the Employee submits a request within one year from the effective date of the demotion/transfer, a vacancy exists, and the Department Head approves.

ARTICLE VIII. SENIORITY

Section 1. Ability and qualifications being relatively equal, seniority rights shall govern replacements and advancements for all employees covered by the bargaining agreement under this jurisdiction in the Department of Electric, Underground Utilities, and Public Works. Such replacements or advancements shall be consistent with Article VII, and with the laws and regulations concerning civil service employees, the City Charter and the laws of the State of Ohio.

Section 2. A job classification shall be deemed to be "higher" when it carries a higher scheduled maximum. The term "promotion" shall mean advancement to a higher job classification.

Section 3. In cases of promotion within the Bargaining Unit, the factors to be considered are ability, qualifications and seniority.

Section 4. In cases of promotion where two or more employees have relative equal ability and qualifications, the employee with the greatest seniority shall receive the promotion. Experience gained in lower classifications within the City Electrical Departments shall be considered when establishing qualifications and promotion.

When an employee starts in the classification of apprentice lineman or apprentice electrician, his/her seniority for promotion shall be credited as beginning on the date when that apprenticeship began. This provision shall have its first effective date on November 1, 2000 and shall have no retroactive applicability.

Section 5. Seniority is defined as the length of time spent in the Division since the most recent date of hire.

Section 6. If seniority is equal, service shall govern.

Section 7. Service is defined as the length of time employed with the Municipality since the most recent date of hire.

Section 8. If the employee with the greatest seniority is not promoted, the employee and the Union shall be informed in writing as to the reason why the employee was not promoted.

Section 9. Temporary Promotional Appointments.

A. When an employee in a lower class steps in for a unit class having a higher maximum rate of pay due to the absence of an incumbent, the employee so selected for temporary promotion shall be the individual in the appropriate lower rated class having the greater seniority, as stipulated in Section 4 above.

When the absence is at least eight (8) hours of a continuous nature, the person so moved into the higher class shall be placed at the lowest step of the higher class which provides a three percent (3%) increase in pay.

2. In the event that an employee, serving in a temporary promotional capacity, retires, resigns, is dismissed, or dies during such assignment, all terminal or separation benefits to include life insurance, payment of sick leave upon death/retirement, vacation, prorated work clothing allowances, prorated attendance incentive and holiday pay shall be based upon and paid at the permanent class appointment rate of that employee.

Section 10. Seniority Tie Breaker. In the event that two or more employees are tied with identical seniority status as otherwise provided within this contract, then the tie breaker used to determine which person shall be placed ahead of the other(s) shall be Civil Service test score. In the event that test score does not resolve the tie, then date and time stamped on initial application shall be used.

Section 11. New Work Divisions.

The establishment of any new work division within the City of Hamilton that impacts the seniority of members of IBEW Local 648 will be handled in the following manner:

Notwithstanding any provisions of Article VIII of the collective bargaining agreement between the City of Hamilton and IBEW Local 648 to the contrary, when members of IBEW Local 648 are reassigned to a newly created division on the same date, thereby resulting in the same divisional seniority date for such members, then the seniority tiebreaker for such individuals will first be the employees' classification seniority date.

Should two or more such employees share the same classification seniority date, then the seniority tiebreaker for such employees shall be total City service.

ARTICLE IX. **RATES OF PAY**

Section 1. The schedule of rates shall be in accordance with Appendix A.

Section 2. Work time lost as a result of unpaid leaves of absence, whether approved or unauthorized, will not be counted for the purpose of the timing of implementing merit adjustments or the advancement of employees within the pay schedule.

Section 3. An employee shall receive his/her first step adjustment following six (6) months in the first step. An employee shall receive his/her second step adjustment following six (6) months in the second step.

Section 4. Declared Emergency. In the event of an official emergency declared by the City Manager or designee of at least sixteen (16) hours duration, employees who work at least sixteen (16) consecutive hours during the declared emergency will receive an additional five dollars ($5) per hour above the otherwise applicable rate for all hours worked on , and during, the period of that emergency. Determination as to the existence of an emergency situation and as to the length of any such declared emergency shall be at the sole discretion of the City Manager or his designee. The City will provide the Union with notice as to the end of the declared emergency within twenty-four (24) hours of the completion of work on any such emergency.

When it is not a declared emergency, and employee has worked for a period which goes beyond midnight, that employee may be given the option of continuing work at the start of the next work day for his/her at his/her regular rate of pay or of taking personal unpaid leave without having that leave usage create an adverse effect upon his/her Attendance Incentive.

Section 6. Employees performing work at a location that requires an overnight stay will be provided reasonable meal and lodging expenses in accordance with existing City of Hamilton policies.

ARTICLE X. VACATION

Section 1. Employees covered by this Agreement shall receive vacation leave, with pay, in accordance with the following schedule:

	Years' Continuous Service	Annual Vacation Leave Benefit
A.	Less than one (1) year	None
B.	One (1) year but less than seven (7)	10 workdays
C.	Seven (7) years but less than sixteen (16)	15 workdays
D.	Sixteen (16) years	20 workdays
E.	Seventeen (17) years	21 workdays
F.	Eighteen (18) years	22 workdays
G.	Nineteen (19) years	23 workdays
H.	Twenty (20) years	24 workdays
I.	Twenty-one (21) years	25 workdays
J.	Twenty-two (22) years	26 workdays
K.	Twenty-three (23) years	27 workdays
L.	Twenty-four (24) years	28 workdays
M.	Twenty-five (25) years	29 workdays
N.	Twenty-six (26) years or more	30 workdays

Section 2. Division seniority shall rule in the choice of vacation.

Section 3. When any of the recognized holidays fall within the vacation period of any employee covered by this Agreement, the employee shall be allowed an additional day of vacation.

Section 4. Tentative vacation schedules shall be posted by April 1 of each calendar year.

Section 5. Accrued vacation leave not taken by January 1 of each calendar year shall be removed from the employee's credit unless such balance is approved in writing by the City Manager.

Requests for carryover of accrued vacation leave shall be made in writing through the Director of the employee's department to the City Manager who will consider approval of such carryover in the event either that disability has caused the employee's absence from duty during the previous calendar year of six (6) or more calendar months or that operational necessities during the previous year have prevented the employee's utilization of vacation.

Written requests for vacation carryover shall be submitted for City Manager approval not later than December 1 of the calendar year. Notice of approval shall be provided the employee within seven (7) calendar days of receipt of the request for carryover.

ARTICLE XI. FUNERAL LEAVE

Section 1. In the event of death in the immediate family, a permanent City employee shall qualify for funeral leave with pay for up to three (3) consecutive workdays (24 hours) for participation in funeral services or arrangements.

For the purpose of this section, "immediate family" is defined as: spouse, child or stepchild, grandchild, parent, stepparent, grandparent, brother, sister of the employee; brother or sister of the employee's spouse, parents or stepparents of spouse and grandparents of spouse.

Section 2. Funeral pay will be provided to accommodate absences occurring only on regularly scheduled workdays at the employee's base rate of pay. Funeral leave will not be granted for any period during which the employee is already in a paid or unpaid leave of absence status.

Funeral leave with pay will not be approved for absences not taken within the seven (7) day calendar period of the date of the funeral.

Eligibility is further conditioned upon submission by the employee of a certificate as to the purpose and validity of leave usage.

Funeral leave requests, otherwise meeting the conditions set forth within this Article, will be approved by the employee's supervisor and, if requested, the employee shall further submit proof of death and/or relationship of the deceased.

Section 3. In the event of death of an employee's relative in other than the immediate family, as defined above, leave time with pay of up to one (1) eight (8) hour workday may be taken for funeral purposes.

Section 4. In the event an employee should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against vacation credits, with the approval of the supervisor.

Section 5. Use of funeral leave will not be charged against accumulated sick leave balances.

ARTICLE XII. SICK LEAVE, HEALTH CARE

Section 1. Sick leave will be allowed employees at the rate of one and one-quarter (1.25) days or ten (10) hours per month.

A. Employees who are eligible to retire prior to November 1, 2024 will receive seventy-five percent (75%) of the value of their accumulated sick leave when such employee retires, subject to a 150 day or 1,200 hour maximum accumulation, provided such employee was hired before November 1, 1994, or has completed twenty-five (25) years of service with the City of Hamilton. All other employees hired prior to January 1, 2014 who are eligible and retire shall receive fifty percent (50%) of the value of their accumulated sick leave, subject to a 150 day, or 1,200 hour, maximum accumulation. Employees hired on or after January 1, 2014 who are eligible and retire shall receive twenty five percent (25%) of the value of their accumulated sick leave, subject to a 150 day, or 1,200 hour, maximum accumulation.

An employee who dies as a direct result of his employment with the Municipality to the extent that his family is eligible to receive Workers' Compensation, then said family will be eligible to receive full payment of the employee's accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1,200) hours.

In the event of the death of an employee covered by this policy for causes not related to the employee's job, a payment in the amount of seventy-five percent (75%) of the value of his/her accumulated sick leave shall be made to the surviving spouse, heir(s) at law, or estate. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1,200) hours.

B. Evidence of illness must be provided by medical certificates or other suitable proof of all sick leaves granted which involve three (3) or more workdays, provided that the granting of sick leave for not more than three days without necessity of evidence shall be discretionary with the department head, and all excuses for absence shall be subject to such verification as the department head may see fit to require including examination by a physician selected by said department head.

C. Employees absenting themselves from work under the sick leave provisions are responsible for notifying management thirty (30)

minutes in advance of his/her scheduled shift start. An employee on an extended sick leave absence is responsible for notifying Management one day in advance of return to duty.

Section 2. Health Insurance

The IBEW Local 648 shall make available a health insurance plan to full time permanent employees of this bargaining unit. This plan (herein after referred to as "Local 648's Plan) will include vision, dental and health insurance. The City shall pay $10,200.00 per employee to Local 648. City shall only pay for those members that enroll in Local 648's plan. Employees may decide to waive health insurance coverage from Local 648's plan because of coverage on another health insurance plan. Those employees who waive coverage from Local 648's plan shall be eligible for any waiver incentive offered to all other City employees. City will pay the fee on a quarterly basis to Local 648.

The Union agrees to indemnify and hold the Municipality harmless against any and all claims or forms of liability arising out of Local 648's Plan and City's payments hereinbefore noted. The Union assumes full responsibility for the disposition of deductions so made once they have been forwarded by the Municipality.

Section 3. Injury Leave

A. An employee who suffers an on-the-job injury from an identifiable incident that occurred in the course of the performance of his or her official duties within the scope of his or her employment with the Employer, and who is off work due to said injury for a continuous period of fifteen (15) calendar days, will be compensated at his or her regular rate of pay at the time of the injury in lieu of the employee's income from disability benefits from Workers' Compensation or any other state source, for a period of time not to exceed one hundred and twenty (120) calendar days from the date of injury. After the employee has been off work for a period of fifteen (15) continuous days, the employee shall receive his/her regular pay retroactive to the third (3rd) workday of the period of continuous absence. Two (2) workdays of this period shall be charged against the employee's sick leave balance, and the remaining workdays for which injury leave is due shall be recredited to the employee's sick leave account.

B. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the employer, from time to time, to submit to a medical examination by a physician selected by

the employer for the purpose of determining any questions regarding eligibility for and the duration of injury leave.

C. Notwithstanding any other provisions of this Agreement, an employee on injury leave who is unable to perform his/her regularly assigned duties may, at the discretion of the employer, be assigned other duties not requiring great physical exertion in lieu of injury leave compensation, provided such work is available and the employer's physician releases the employee to return to work under such conditions.

D. The employer shall have the right to demand proof of all items listed above regarding injury leave. Falsification of any information with respect to any paid leave, including injury leave, shall be grounds for discharge.

E. The City will continue its portion of premium payments on medical, surgical and life insurance benefits during any period of ILWP. The Municipality will pay its portion of premiums for hospitalization, surgical, major medical and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.

F. Seniority shall continue to accrue during any period of approved leave.

G. An employee on ILWP will be eligible for routine merit and/or negotiated wage increases which otherwise are effective while the employee is on ILWP.

Section 4. Light Duty

A. When an employee sustains an illness or injury that requires a period of recuperation which does not require confinement, the employee shall request that his/her physician to complete a "light duty" questionnaire on which the physician will specify and quantify the employee's limitations.

B. Upon receiving a completed light duty questionnaire, the employee's supervisor will make a diligent effort to develop work assignments which are compatible with the employee's physical limitations. If suitable assignments are not available within the employee's work unit, the supervisor will attempt to find a suitable assignment elsewhere within the department. After all potential temporary assignments within the bargaining unit have been exhausted; an effort will be made to find a suitable assignment

outside of the unit in a non-represented work site. In no instance may a light duty assignment be used to replace any organized employee.

C. Light duty assignments shall be performed at the employee's regular base rate of pay. Employee input shall be considered in any light duty assignment, however, an employee who is offered a light duty assignment that complies with their physician's restrictions may not decline such assignment.

D. If supervision becomes concerned that the length and/or limits of light duty are excessive, the City reserves the right to have the employee evaluated by another physician.

E. If either the employee's or the City's physician indicate that the employee can never return to his/her original position, the light duty assignment will be terminated provided that all requirements of the ADA (Americans with Disabilities Act) have been met. At that point, the City will assist the employee in evaluating other City employment opportunities and retirement or disability benefits.

ARTICLE XIII. LIFE INSURANCE

Section 1. The Municipality will arrange for a policy of group life insurance for active employees who have completed six (6) months of service with the City.

A. The amount of insurance coverage shall be an amount equal to one times the employee's annual wage or salary as provided in the Classification and Compensation Plan, not to exceed a face value of $50,000, but rounded to the next lower one thousand dollar increment.

In the event that the maximum face value permitted in filings for this type of group term insurance, as filed with the Ohio Department of Insurance, change to a higher value than $50,000, the parties will immediately enter into negotiations for the sole and exclusive purpose of amending this section so as to reflect the changed value.

B. If the employee's annual wage or salary increases, the amount of his insurance shall be redetermined in accordance with Section 1 (A) effective September 15 next following the day of such increase in annual earnings,

C. A double indemnity provision for accidental death and an accidental dismemberment clause will be provided.

D. The Municipality will pay the total cost of the first ten thousand dollar ($10,000) group life coverage. For optional coverage in excess of $10,000 the employee will contribute by payroll deduction a maximum of fifteen cents ($0.15) per thousand per month toward the cost of each one thousand dollars' coverage.

E. Should an employee not elect life insurance coverage on the basis of one times earnings, the Municipality will provide for a maximum of ten thousand dollars ($10,000) coverage to include double indemnity and accidental dismemberment.

Section 2. Retiree Death Benefit

A. The amount of death benefit on each employee retired prior to January 1, 1970 is one thousand dollars ($1,000) as prescribed by appropriate ordinance.

B. Regular, full time employees who retire on or subsequent to January 1, 1970 but prior to March 1, 1977, will be provided with a maximum of two thousand dollars ($2,000) as a death benefit. The

cost of said benefit shall be paid in full by the Municipality.

C. Regular, full time employees who retire on or after March 1, 1977 will be provided with a maximum of four thousand dollars ($4,000) as a death benefit. The cost of said benefit shall be paid in full by the Municipality.

ARTICLE XIV CREW SIZE

The City agrees to maintain Crew Sizes to safely perform job assignments.

ARTICLE XV. ASSIGNMENTS

Two journeyman linemen shall be on the job on all lines carrying 2300 volts or higher voltage. No worker shall be required to work on any energized conductor over 4160 with rubber gloves from the pole. Work on conductors carrying voltages between 4160 and 8000 will be worked from a bucket truck or with hot sticks. Any conductor carrying more than 8000 volts will be worked with hot sticks exclusively.

ARTICLE XVI. APPRENTICESHIP

Section 1. No apprentice shall be employed under 18 years of age. There shall be no maximum age requirement for admission to the Line Apprentice Training Program.

Section 2. As a matter of policy, and since the purpose of apprenticeship is the training of skillful and competent Journeymen, each apprentice shall be promoted regularly providing that he meets the requirements of the Joint Apprenticeship Committee, and the Local Union #648 and provided further that he meets the requirements of the Municipality.

Section 3. As a matter of policy, instruction of apprentices shall be under the supervision of the Joint Apprenticeship Committee of Local Union #648 and the City of Hamilton.

Section 4. Each apprentice shall be required to pass an examination with a grade of 75% or more before Local Union #648 recommends a wage increase and that progression to the next step within the Apprentice program be conditioned upon satisfactory completion of all requirements to include both classroom study as well as required work hour assignments. Lineman apprentices shall be considered probationary employees for the duration of their apprenticeship, until such time as they meet the requirements and obtain journeyman level.

The Lineman Apprentice program is to be maintained as a four year learning experience. The Inside Wireman Apprentice program is to be maintained as a five (5) year learning experience. Trainees or Apprentices will not be advanced to the journey level until his or her four or five year program of training is completed.

Section 5. An Apprentice who successfully completes the apprenticeship program shall receive journeyman's pay starting the next pay period after proper notification from the Union of the completion.

Vacancies within the journey level class of Lineman II are to be filled with candidates not within City employment in the event that there is not an apprentice within the program who has completed the full four year requirement of Apprenticeship.

Section 6. If it becomes necessary to establish a ratio of Apprentices to journeyman Linemen or Electricians, the Municipality shall establish a policy in cooperation with the Union.

Section 7. As a matter of policy, the Union and the Municipality shall determine the feasibility of starting new apprentices.

Section 8. Apprentices shall have the right to transfer to a more desirable apprenticeship job without disturbing their schedules providing their previous training is comparable to the requirements of the desired job. However, the transfer rights of apprentices shall be subject to approval by both the Joint Apprenticeship Committee and the Municipality.

Section 9. Apprentice Lineman training schedule shall parallel, as closely as possible, that prescribed by the American Line Builders Apprenticeship training.

A. FIRST YEAR

First Six Months - Groundman
Second Six Months - Non-energized Conductors

B. SECOND YEAR

First Six Months - Energized Secondaries

Second Six Months - Limited single phase primary and arc circuit when accompanied by a Journeyman.

C. THIRD YEAR

First Six Months - Unlimited single phase primary when accompanied by a Journeyman.

Second Six Months - Limited three phase primary when accompanied by a Journeyman.

D. FOURTH YEAR

First Six Months - Limited three phase primary when accompanied by a Journeyman.

Second Six Months - Unlimited three phase primary when accompanied by a Journeyman.

Section 10. The Apprentice employees will be rotated among line crews and not be permanently assigned to the same crew.

Short term vacancies which arise in classes whose duties involve the operation of vehicular equipment may be filled by employees of the Line Apprentice class. Said assignments will not be of extensive duration and shall not exceed three workdays in a 30 calendar day period.

Section 11. An Apprentice Electrician is to be under the supervision of a Journeyman at all times; Journeymen are not required to constantly watch the Apprentice, but are to lay out the work required and permit the Apprentice to perform the work on his/her own. Only a sixth period Apprentice shall be permitted to work alone on any job without the supervision of a Journeyman Electrician.

Apprentices shall be required to complete the on-job work hour requirements as well as meet training certification standards as conditions for pay rate adjustments under the Apprentice Rate Schedule. The Training Director of the Local will advise the Employer as to change in pay status.

There shall be no more than one Apprentice Lineman to each crew.

Section 13. Employees of the Bargaining Unit may submit requests for attendance or participation in job related training programs or courses to improve work skills.

Similarly, Management may periodically designate certain job related training programs or courses which employees may choose to attend.

In either case, approval of the Director of the Department to which the employee is assigned will be required for participation in such courses or programs.

The cost of such programs or courses, once approved by the Department Director, will be borne by the City, providing the employee successfully completes the course or program of training.

Correspondence type courses shall be excluded from eligibility under this provision

ARTICLE XVII. TOOLS AND EQUIPMENT

Section 1. The employer shall furnish all necessary tools and work gloves. When a Lineman starts to work for the employer, he shall provide himself with the following list of tools: safety belt, spurs, pliers, and connectors. The City will provide an employee hired as an Apprentice Lineman with the tools listed above. When replacement of these tools is necessary, the employer shall make replacement. If an apprentice does not successfully complete his apprenticeship with the City (either by leaving City employment or by failing the apprenticeship) the furnished tools shall be returned to City.

Section 2. The City shall also furnish all safety devices and rubber goods and these shall be inspected to determine suitability for use at regular intervals as set forth in Appendix D.

Section 3. Work Clothing
Employees will be supplied by the City uniforms (consisting of seven (7) fire retardant shirts, seven (7) pairs of fire retardant pants, one (1) pair of bib overalls and one (1) winter coat), together with City emblems or patches for such uniforms. Such uniform items will be exchanged and replaced by the City on an "as needed" basis.

ARTICLE XVIII. INCLEMENT WEATHER

As a general rule, the City will not require employees to do construction or maintenance work in exposed outside locations during inclement weather or when the temperature outside is 15°F or below unless such work is necessary to protect life, property, or continuity of service. However, the City may assign non-hazardous work during periods of light rain or snow when the outside temperature is below 15°F.

When not performing construction or maintenance duties out of doors, employees will be assigned other available work within the Electric Utility Division to include equipment maintenance.

The determination to suspend hazardous work during inclement weather shall be made by the Division Superintendent following consultation with the Crew Leader involved.

ARTICLE XIX. OVERTIME EQUALIZATION

Section 1. Scheduled overtime shall be divided as equally as possible among the class. The Division timekeeper shall keep a monthly record in triplicate of all overtime worked and such report to be completed by the third working day of the following month. One copy shall be posted at the office of the timekeeper, one copy shall be given to the Superintendent of the Division, and one copy shall be given to the Union Steward.

Section 2. In view of the many circumstances which can arise in which an employee who is low in scheduled overtime accumulation may not actually work the available hours, it is possible then that a "spread" or differential of hours may occur among certain employees within the given class.

Management and the Union are equally committed to the principle of equalization for scheduled overtime. In this context, the Parties to the Agreement shall meet as necessary to review the status of overtime hours with respect to member-employees and other hourly rated classes within the defined Bargaining Unit. Such meetings are intended to provide an opportunity to determine the causes for any such differentials and enable timely and effective correction action to be taken.

Section 3. In the event that a temporary vacancy shall occur within the Electric Distribution Troubleshooter class, management retains the right to fill such vacancy by means of temporary promotion from the Lineman II or Lineman III classifications for the duration of the vacancy.

Section 4. Emergency overtime will not follow Sections 1 through 3 in the Article above. Emergency Overtime shall be given to those employees who indicate that are willing to work those shifts. Employees shall show their interest in Emergency Overtime by signing up on a list that will be provided to the City. This list will be updated weekly. The list is to contain one contact phone number; failure to answer the call will result in your name being removed from the list for that week. There will be no attempt to equalize Emergency Overtime not be equalized with all members of the bargaining unit. However, City shall attempt to equalize overtime weekly pursuant to the list. All employees may be required to work overtime in cases of emergencies.

ARTICLE XX. **RETROGRESSION**

In the event that a member-employee shall become medically unable to satisfactorily and safely perform the regular duties of his class and provided further that a medical certification as to the extent of the employee's disability is furnished, the employee may request and the Appointing Authority shall approve, a change in job or class assignment to a vacant position, the duties of which the employee is medically and otherwise qualified to perform.

An employee so appointed shall be assigned to the pay step in his new class at a rate closest to the rate of pay received by that employee in his former classification.

ARTICLE XXI. ALCOHOLIC BEVERAGES & ILLEGAL DRUGS PROHIBITED

No employee shall report to work under the influence of or have in his/her possession or consume or use during duty time any alcoholic beverage or illegal narcotic, drug, barbiturate, amphetamine, hallucinogen, harmful intoxicant or dangerous drug.

ARTICLE XXII. GRIEVANCE PROCEDURE

The established grievance procedure, set forth in Appendix B, will be followed. Employees covered by this Agreement may be represented by the Union, if they so desire.

ARTICLE XXIII. SAVINGS CLAUSE

Section 1. The terms of this Agreement shall be in conformance with applicable provisions of the Ohio State Law governing public sector collective bargaining.

Section 2. Should any provision of this Agreement be found to be in violation of any Federal law, or order by a court of competent jurisdiction, or federal administrative ruling, all other provisions shall remain in full force and effect for the duration of this Agreement.

Section 3. If any provision of this agreement conflicts with or is contrary to existing state or local laws, rules or regulations, it is the intention of the parties that the provisions of this contract shall prevail as provided in Ohio Revised Code Section 4117.10(A).

ARTICLE XXIV. UNEMPLOYMENT COMPENSATION

Employee-members covered by the provisions of this Policy shall be entitled to Unemployment Compensation under the laws of the State of Ohio for any period of unemployment due to layoff for lack of work or lack of funds.

ARTICLE XXV. CHANGE TO OPERATIONS

Section 1. If, for reasons of lack of funds, the Municipality during the term of this Agreement, initiates a work force reduction by means of layoff of members of the Bargaining Unit, Union and Management agree to open discussions for purposes of negotiating severance pay for employees so affected.

The Municipality will provide the Union with a fourteen (14) day advance written notice of pending layoff(s).

Section 2. Lay Off

Whenever it becomes necessary in any department to reduce the number of employees within a given class due to lack of work or lack of funds or for other causes, the Appointing Authority of the department so affected will determine the division or areas or program and job classification(s) to be reduced and the following shall apply:

A. If a permanent employee is to be demoted or laid off, he/she may request transfer to an existing vacancy in the same or a similar rated class. Such requests will be considered prior to demotion or lay off action.

   Requests for transfer to vacancies within the employee's division or department of assignment will be considered by the Appointing Authority on the basis of the length of the employee's total City service in the class from which transfer is requested.

   Transfer to the same or similar class vacancies in other departments will be by City seniority. Employees so transferred will be subject to the period of probation in effect for that class.

   Employees transferred to other positions or classes must be capable of performing the duties of that class.

   Requests for transfer are subject to the approval of the Appointing Authority.

B. If a lay off is to be effected, provisional and emergency appointees shall be laid off first in order as determined by the needs of the department and the Appointing Authority.

C. Temporary and seasonal appointees shall be laid off next with the employee having the lowest performance rating being laid off first.

If two or more employees have the same performance rating, the individual with the least cumulative service time with the City, as measured in days of paid employment, shall be laid off first.

D. Permanent appointees who are in an affected class and are still on probation shall be laid off next in inverse order of their seniority. The procedure for lay off of permanent appointees shall apply in such instances.

E. Permanent employees shall be laid off next in inverse order of City seniority. No credit for seniority will be given for a resignation that was not followed by reinstatement within one (1) year.

(1) If a lay off occurs in a classification, the employee with the least City seniority shall be laid off first.

(2) If a lay off occurs in a classification, consideration will first be given for demotion of the employee, first within his/her division and then department to the next lower class. The employee will be demoted first in lieu of lay off and the employee having the least City seniority in that classification will be demoted or laid off, whichever is appropriate.

In the event two or more employees holding different classes are to be laid off and both have appointive service in the same lower rated class, the employee with the greater City service shall be given priority for demotion to that class.

F. The order of layoff or demotion shall in those instances involving employees holding original appointment wherein two or more incumbents of the same class have equal cumulative service time based upon attached Memorandum of Understanding.

Section 3. Recall

A. Employees holding permanent appointments who have been demoted or laid off shall have their names placed on a lay off list for the class from which they were demoted or laid off. Standing on the list shall be in inverse order of demotion or lay off and, according to such standing, the employee for a period of time not to exceed two years shall have the prior right to be reinstated to his/her original class as an appropriate class vacancy occurs.

B. Employees holding permanent appointments who have been demoted or laid off may request reinstatement to similarly rated class vacancies within either their own division or department or

another department.

(1) Requests for reinstatement to similar vacancies within the bargaining unit will be considered by the Appointing Authority on
the basis of the length of the employee's City service in the class from which he/she was demoted or laid off.

C. Seasonal or temporary classed vacancies may be filled by employees on lay off status by virtue of length of City service as measured in days of paid employment.

Section 4. Employees who are laid off shall be granted recall rights to the position from which they are/were laid off for a period of two (2) years. Employees shall be recalled in the inverse order of layoff. An employee to be recalled shall be notified by certified letter/return receipt of the offer of recall. The letter shall be mailed to the employee's last known address. A recalled employee shall be allowed fourteen (14) calendar days from receipt of the notice to return to work. An employee failing to return to work within fourteen (14) calendar days shall be deemed to have declined recall and shall have no recall rights thereafter.

The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his/her latest mailing address.

Employees have the right to appeal the procedural aspects of layoff or displacement through the Grievance Procedure beginning at Step 3.

The provisions of this Article shall be the sole and exclusive authority for the layoff, job abolishment, or recall of employees subject to this Agreement.

Section 5. Seniority acquired by an employee placed on lay off for any reason shall remain to his/her credit until such time as the employee either:

A. Retires
B. Is discharged for cause
C. Is not recalled to active permanent employment within two (2) years from the effective date of lay off.

Seniority shall not accrue while an employee is on lay off status.

Section 6. This Agreement shall be binding upon employer's successors, assigns, purchasers, or transferees, whether such succession, assignment, or transfer be effected voluntarily or by operation of law.

If only a portion of employer's business covered by this Agreement is sold, assigned or transferred, either voluntarily or by operation of law, this Agreement shall continue to apply to the remaining portion of the business retained by employer and to that portion of the business so sold, transferred, or assigned.

ARTICLE XXVI. EQUAL EMPLOYMENT OPPORTUNITIES

The Municipality and the Union mutually agree to support and promote both the letter and the spirit of federal, state and local laws providing for equal employment opportunity.

The Parties agree that all persons shall have equal employment opportunity regardless of race, color, creed, sex, national origin, handicap status, marital status, membership or non-membership in a labor organization, and within the framework of law regarding age discrimination.

ARTICLE XXVII. **GENERAL WAGE RATES**

Section 1. The following rate/class changes shall be:

A. Effective at the signing of this Agreement all employees shall receive a one-time $1,500.00 signing bonus and a $.50 per hour increase retro active to May 31, 2013. The increase in the hourly wage rate is due to the elimination of the longevity pay, attendance incentive pay and clothing allowance.

B. On May 31, 2014, employees shall receive a one-time payment of $1,500.00.

C. On May 31, 2015, employees are eligible for a $500.00 performance based bonus based on the previous year's performance (see below for metrics used to determine bonus eligibility).

D. On May 31, 2016, employees, employees are eligible for a $2,000.00 performance based bonus based on the previous year's performance see below for metrics used to determine bonus eligibility).

Section 2. Performance Based Bonus Criteria

The Bargaining Unit must meet or exceed 60% to receive bonus.

CATEGORY	METRIC	STANDARD	VALUE
Safety	Lost time hours	0 lost time hours for IBEW bargaining unit	10%
	Lost time incidents	0 lost time incidents for IBEW bargaining unit	10%
Reliability	CAIDI (average outage duration for customers who experience an outage)	Exceed prior year state average	25%
	SAIFI (Number of outages experienced by the average customer)	Exceed prior year state average	25%
Productivity	Unscheduled Time Off Incident Rate (Unscheduled is less than 24 hours notice for any time off)	Less than 24 hours per employee	15%
	Overtime Availability Ratio (Accepted Calls/Calls made)	75% OT accepted	15%

ARTICLE XXVIII. RETIREMENT CONTRIBUTION PICK-UP "SALARY REDUCTION" METHOD

The Municipality agrees to "pick-up" the employee share of the pension contribution by means of the "salary reduction method."

The purpose of said program is to permit employee utilization of certain federal tax deferral benefits.

Said program will neither reduce the employee's class rate nor subject City to an increase in costs.

Implementation is further subject to approval and authorization by appropriate federal and state agencies.

It is understood that members of the Bargaining Unit will, for purposes of the retirement system employee contribution "pick-up" program, be considered as a distinct group, all members of which will be required to participate in said "pick-up" program.

ARTICLE XXIX. EMPLOYEE RECORDS

Records of verbal and/or written warnings given to any employee shall be removed from his or her personnel file, placed in a separate expired discipline file, and will not be considered for purposes of progressive discipline, one year after the date said warning or warnings were given, provided the employee incurs no additional discipline of any nature during that one-year period.

Records of any suspension received by any employee shall be removed from his or her personnel file, placed in a separate expired discipline file, and will not be considered for purposes of progressive discipline two years from the date said suspension was received by the employee provided said employee incurs no additional discipline of any nature during that two-year period.

Records of any verbal or written warning or of any suspension presently in an employee's personnel file at the time of the execution of this Agreement shall likewise be providing the records meet the criteria for purging as set forth above.

For purposes of this Article, "employee records" shall be those as officially maintained in the office of the Department of Civil Service and Personnel.

ARTICLE XXX. **NO STRIKE-NO LOCK OUT**

Section 1. During the term or extended term of this Agreement or during the pendency of a mutually agreed upon settlement procedure, the Union, its officers, representatives, stewards, members and all other employees subject to the terms of this Agreement shall not instigate or engage in a strike, work stoppage, concerted refusal of overtime, work slowdown or any other interference with or interruption of the operations of the Municipality.

Section 2. In consideration of the Union's commitment as set forth in Section 1 of this Article, the Municipality agrees that it shall not lock out employees; however, a complete or partial reduction of operations by the Municipality due to lack of work or lack of funds shall not be considered a lockout.

ARTICLE XXXI. AGREEMENT TERMS ALL INCLUSIVE

The Parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right are set forth in this Agreement.

If, during the term of this Agreement, a matter arises which was not within the contemplation or knowledge of the Parties at the time this Agreement was negotiated and executed, then either party may request of the other the opportunity to negotiate such matter. However, such negotiations shall be entered into only by mutual agreement and no party shall be required, during the term of the Agreement, to negotiate or bargain upon any issue.

ARTICLE XXXII. MISCELLANEOUS

Section 1. Commercial Driver's License

The Employer will reimburse employees who, as a requirement of their employment, are required to obtain a commercial driver's license. Reimbursable costs are the license fee and, upon evidence of a passing grade, the initial examination fee.

Section 2. Labor Management Committee

The parties shall establish a Labor Management Committee which shall meet every quarter, or more often upon mutual agreement, for the purpose of discussing mutually agreeable topics.

Section 3. Safety

A safety meeting shall be held once each month.

Section 4. Direct Deposit

All employees covered by this Agreement shall be required to enroll for direct deposit.

ARTICLE XXXIII. DURATION OF AGREEMENT

Section 1. Length of Agreement/Right of Termination

The wages, benefits, terms, and conditions of employment set forth in this Agreement shall remain in effect until May 31, 2016, and shall continue in effect unless either party gives written notice to the other party not more than 90 days nor less than 60 days prior to May 31, 2016 of its intention to modify or terminate this Agreement.

Section 2. Duty to Bargain To Impasse

The duty to bargain shall continue for a period of not less than sixty (60) days following the notice given in Section 1, and until 12:01 a.m. June 1, 2016, whichever period is longer. If an agreement is not made between the parties prior to November 1, of the year in which a notice to terminate is given, the parties shall be deemed to be at impasse. An "Agreement" under this section means a signed, or initialed written instrument, or instruments, setting forth, in specific, or general terms, the resolution of all issues. It is the intention of the parties that the termination provisions, bargaining timetables, and impasse determinations applicable to terminations of this Agreement are to be construed and enforced as a mutually agreed dispute resolution procedure (MAD), and that such procedure is intended to supersede the provisions of Revised Code 4117.14.

Section 3. Rights of Parties at Impasse

If a notice to terminate has been given by either party and a successor agreement has not been made between the parties prior to June 1, 2016 the parties shall resort to the MAD in Appendix D, and shall, after exhausting the MAD procedures, have the respective rights as follows:

A. The union, and its bargaining unit members, shall have, provided it has given ten (10) days prior written notice, the right to engage in a strike against the City. Written notice of its intention to strike shall be given by certified mail to one or more of the persons named in Section 4 of this Article, ten (10) days, or more, prior to the strike date. The notice shall state the date and time the strike shall commence. If the union does not engage in a strike at the time and date set forth in the strike notice, or if it engages in a strike and suspends the strike before a successor agreement is made, the union shall, if it intends to strike, issue a new strike notice which shall state the date and time the strike shall commence, which shall not be sooner than ten (10) days after the date set forth in the original strike notice and not sooner than ten (10) days after the date

the new notice is given. Each successive strike notice shall contain a statement of the date and time the strike shall commence which date and time shall not be sooner than ten (10) days after the date and time set forth in the last prior notice, and not sooner than ten (10) days after the date the new notice is given.

Section 4. Service of Notice

All written notices referred to in this Article shall, if given by the City, be mailed by certified mail to any one, or more, of the following persons at the address stated:

Jeff McGuffey
Business Manager
IBEW, Local 648
4300 Millikin Road
Hamilton, Ohio 45011

All written notices referred to in this Article shall, if given by the Union, be mailed by certified mail to any one, or more, of the following persons at the address stated:

Letitia Block
Assistant Law Director
One Renaissance Center, 7th Floor
345 High Street
Hamilton, Ohio 45011

Notice shall be deemed to have been given on the date of mailing. Notice mailed to any one of the persons named herein shall be sufficient notice to the other party to effect the purpose of the notice.

Section 5. Duty to Bargain

The duty to bargain set forth in this Article does not compel either party to enter an agreement, or to make a concession.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 7th day of November, 2013.

FOR: LOCAL 648
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

Jeff McGuffey, Business Manager

Member, Local 648

Member, Local 648

Member, Local 648

Member, Local 648

FOR: CITY OF HAMILTO, OHIO

Joshua A. Smith, City Manager

Tim Werdmann,
Deputy City Manager

Doug Childs,
Director of Public Utilities

Tony Pochard,
Director of Electric

APPENDIX A
CLASSES REPRESENTED BY IBEW
EFFECTIVE MAY 31, 2013

RANGE	CLASS CODE	CLASSIFICATION		1	2	3
20-E	114.2	Maintenance Wkr. (Elect. Dist.)	Hour	$25.74	$26.36	$27.01
			Annual	$53,539	$54,829	$56,181
23A-E	350	Lineman I	Hour	$27.21	$27.87	$28.56
	345	Tree Trimmer	Annual	$56,597	$57,697	$59,405
24-E	158	Electric Meter Technician I	Hour	$27.47	$28.15	$28.84
			Annual	$57,138	$58,552	$59,987
25-E	346	Tree Trimming Crew Leader	Hour	$27.97	$28.66	$29.36
			Annual	$58,178	$59,613	$61,069
27-E	151	Electronic Comm. Technician I	Hour	$29.07	$29.78	$30.51
			Annual	$60,466	$61,942	$63,461
28A-E	159	Electric Meter Technician II	Hour	$30.19	$30.94	$31.70
			Annual	$62,795	$64,355	$65,936
29A-E	145	Electrician I	Hour	$30.65	$31.40	$32.18
	351	Lineman II	Annual	$63,752	$65,312	$66,934
	153	P.W. Electrician I				
30-E	352	Lineman III	Hour	$30.97	$31.73	$32.52
	152	Electronic Comm. Technician II	Annual	$64,418	$65,998	$67,642
30A-E	353	Electric Distribution Troubleshooter	Hour	$31.29	$32.06	$32.84
			Annual	$65,083	$66,685	$68,307
32-E	355	Distribution Lines Crew Leader	Hour	$32.23	$33.03	$33.84
	164	Electric Meter Technician III	Annual	$67,038	$68,702	$70,387
	147	Electrician II				
	148	P.W. Electrician II				
	146	Utility Plant Electrician				

APPRENTICE RATES: 2013

Apprentice Lineman

Year	Period	Step	Percentage of Journeyman Lineman (29-AE)	Effective 05/31/2013
1st	1st 6 mo.	1	60%	$19.31
1st	2nd 6 mo.	2	65%	$20.92
2nd	3rd 6 mo.	3	70%	$22.53
2nd	4th 6 mo.	4	75%	$24.14
3rd	5th 6 mo.	5	80%	$25.74
3rd	6th 6 mo.	6	85%	$27.35
4th	7th 6 mo.	7	90%	$28.96
4th	8th 6 mo.	8	95%	$30.57

Apprentice Electrician

Year	On-Job Hours	Step	Percentage of Journeyman Electrician (29-AE)	Effective 05/31/2013
1st	0 – 1000	1	80%	$25.74
1st	1000 – 2000	2	82%	$26.39
2nd	2000 – 3500	3	85%	$27.35
3rd	3500 – 5000	4	89%	$28.64
4th	5000 – 6500	5	93%	$29.93
5th	6500 – 8000	6	97%	$31.21

APPENDIX B

GRIEVANCE PROCEDURE

SECTION 1. DEFINITION OF GRIEVANCE

A grievance is defined as a dispute between an employee or the Union and the Municipality involving the interpretation or application of this Agreement.

It is the intent of the Parties that disputes involving the suspension or discharge of an employee be subject to resolution only through this procedure.

SECTION 2. GRIEVANCE PROCEDURE

A. Step 1. An employee who believes he has been aggrieved shall discuss this issue with his immediate supervisor of non-bargaining unit status within ten (10) workdays of the date of occurrence or within a similar time period after the employee should reasonably have learned of the event giving rise to the grievance.

In the absence of the employee's immediate supervisor of non-bargaining unit status or in the event the employee's immediate non-unit supervisor is a Division level management representative, the aggrieved may initially submit the grievance in written form to that representative within the time period established herein.

The Supervisor shall, within five (5) workdays of being advised of the grievance, respond either orally to the employee or in writing, as appropriate.

B. Step 2. If the grievance is not resolved at Step 1, the employee, not later than five (5) workdays after receipt of the immediate Supervisor's response, shall reduce the grievance to writing stating the facts giving rise to the grievance, the contract provision alleged to have been violated, and the remedy sought. The grievance shall be dated and signed by the employee and submitted to the appropriate Division Superintendent.

The Division Superintendent shall have five (5) workdays from receipt of the grievance to submit a written response to the employee.

C. Step 3. If the grievance is not resolved at Step 2, the written grievance will be submitted to the employee's Department Director within five (5) workdays following receipt of the Step 2 response.

A copy of the written grievance shall be provided the Business Manager of Local Union 648 and the Municipality's Civil Service and Personnel

Director.
Within five (5) workdays of receipt, the Department Director shall arrange for a meeting with the Business Manager of the Union to hear the grievance issue.

The Director's written response will be submitted within five (5) workdays of hearing into the matter. Copy of this response will be provided to the Union Business Manager and the Civil Service and Personnel Director.

D. Step 4. If the grievance is not resolved at the third step, the Union shall submit the grievance issue in writing to the City Manager for consideration.

Before a determination is issued at this step, either the Business Manager of the Union or the City Manager may request that the Parties meet to hear the issue.

Within ten (10) workdays of either receipt of the grievance or the hearing date, whichever is later, the City Manager shall issue a written response to the Union Business Manager.

Copy of this response shall be provided the employee; the appropriate Department Director; and the Civil Service and Personnel Director.

Any grievance which involves the suspension or discharge of an employee will be initiated into the Grievance Procedure at the Step 4 level.

SECTION 3. ARBITRATION

A. A grievance that has been properly and timely processed through the procedure as established in Section 2 above and that has not been resolved at the fourth and concluding step may be appealed to arbitration by the Union filing notice with the Office of the City Manager within five (5) workdays of receipt of the City Manager's Step 4 determination of its intent to appeal.

B. A grievance not so appealed from the fourth step shall be considered resolved and the written determination of the City Manager shall be final and binding upon the aggrieved employee, the Union and the Municipality.

C. Not later than ten (10) workdays after the Union serves the Municipality with written notice of intent to arbitrate, the Parties shall jointly refer a written request to the American Arbitration Association to furnish the Municipality and the Union a list of seven (7) qualified and impartial arbitrators.

D. The selection of a single arbitrator to hear the grievance shall be by alternating strike off method.

E. The Parties shall then jointly write the selected arbitrator requesting that a list be provided of not fewer than five (5) dates within the next sixty (60) calendar days which would be available as hearing dates.

F. In the event that arbitration cases are pending, they will be heard according to the following priorities:

(1) Discharge cases
(2) Suspension cases
(3) Grievances involving back pay issues
(4) Filing date of grievance

G. Arbitrator's Jurisdiction.

(1) The Arbitrator shall take such evidence as in his judgment is appropriate for resolution of the dispute; however, he shall confine himself to the issue for arbitration and shall have no authority to determine any other issue not so submitted and which is not directly essential to reaching a determination.

(2) The Arbitrator shall neither add to, detract from, nor modify the language of this Agreement, the Charter of the City of Hamilton or applicable State statutes in arriving at a determination.

(3) The Arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of the current Agreement.

(4) In those issues wherein the grievance relief involves back or lost wages covering a period of an employee's payroll separation due to suspension or discharge, the amount so awarded shall be less any unemployment compensation received by the aggrieved employee(s).

(5) The decision of the Arbitrator shall be submitted in writing to the Parties within thirty (30) calendar days of the hearing conclusion.

(6) The decision and award of the Arbitrator shall be final and binding on the Union and its members, the aggrieved employee(s) and the Municipality.

H. Fees and Expenses

(1) The fees and expenses of the Arbitrator shall be shared equally by the Union and the Municipality.

(2) Each party shall pay costs as to its own witness expenses.

(3) Transcriber and transcription costs shall be equally shared by the Union and the Municipality.

SECTION 4. GUIDELINES FOR EFFECTIVE PROCESSING

A. For purposes of the Grievance Procedure, a "workday" is any weekday except Sunday, Saturday or a fixed date holiday, as recognized by this Agreement.

B. All written grievances and responses shall be dated and signed by the appropriate Union or City representative.

C. A grievance not filed or advanced to the next higher level within the time limit provided in this Agreement shall be deemed permanently withdrawn. A grievance not responded to within the time limit provided in this Agreement shall be considered as having been denied and may be advanced to the next step of the grievance procedure.

D. No grievance award shall be made to a person other than the specific individual so entitled as eligible under appropriate section(s) of the agreement.

E. A grievance may be entertained in or advanced to any step in the Grievance Procedure, if the Parties jointly so agree.

APPENDIX C

Testing of rubber goods and other equipment shall be as follows

1. 60-day dialectric leakage test for rubber gloves.

2. 90-day dialectric leakage test for rubber sleeves.

3. 12-month dialectric leakage test for all hot stick and blankets on trucks.

4. 12-month dialectric and stress test of line trucks and bucket trucks.

5. 24-month dialectric tst intervals on hot sticks in hot stick trailer. When not in use, trailer is to be locked and kept in a warm, dry place.

APPENDIX D
"MAD" PROCEDURE

Upon reaching impasse during negotiations for any successor agreement or during any contractually agreed upon re-opener, the parties to this Agreement will engage in the following mutually agreed upon dispute resolution procedure (MAD). The following procedure is intended to supersede the provisions of Revised Code 4117.14, except as specifically provided herein:

Upon reaching impasse, as declared by one or both of the parties, the party or parties declaring impasse shall request from the State Employment Relations Board a list of seven (7) neutrals from the Board's roster of neutrals. The neutrals shall be required to have a business address in at least one (1) of the following counties: Butler, Hamilton, or Warren. The selection of a single neutral shall be by alternating strike off method.

The Parties shall then jointly write the selected neutral requesting that a list be provided of not fewer than five (5) dates within the next sixty (60) calendar days which would be available as hearing dates.

The neutral shall take such evidence as is in his judgment appropriate, including those factors listed in O.R.C. 4117.14(G)(7)(a) to (f).

The fees and expenses of the neutral shall be shared equally by the Union and the Municipality.

Each party shall pay the costs as to its own witness expenses.

Transcriber and transcription costs shall be shared equally by the Union and the Municipality.

The neutral shall issue recommendations on each separate issue for which the parties are at impasse within thirty (30) calendar days of the conclusion of the hearing.

Each party shall have ten (10) working days from the date of issuance of the recommendations to reject the recommendations of the neutral as whole. The rejection of the recommendations shall be by a three-fifths vote of City Council on behalf of the City, and by a three-fifths vote of the total membership of the bargaining unit for Local 648. Each party shall certify the results of the vote and serve notice upon the other party of the results of the vote within twenty-four (24) hours of the vote.

If neither party rejects the neutral's recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and a collective bargaining agreement shall be executed by the parties, including the

neutral's recommendations except as otherwise modified by the parties by mutual agreement.

If either the City or Local 648 votes to reject the recommendations, the provisions of Article XXXIII, Section 3(A) of the parties' agreement will take effect.