

AGREEMENT
BETWEEN
CITY OF HAMILTON OHIO
AND
LOCAL 20
INTERNATIONAL UNION OF OPERATING ENGINEERS
(AFL-CIO)

Effective from September 1, 2010
through August 31, 2013

<u>TABLE OF CONTENTS</u>		<u>Page</u>
Absence Notification	Article XIII, Sec. 6	26
Administration of Pay Ranges	Article XIII, Sec. 1	25
Agreement Availability	Article XIII, Sec. 16	29
Agreement Terms All Inclusive	Article XIII, Sec. 15	29
Appointments	Article XIII, Sec. 13	28
Attendance Incentive	Article XII, Sec. 12	22
Attendance of Representatives at Meetings	Article I, Sec. 3	1
Bargaining Unit Classes	Appendix F	50
Call-In	Article VIII	6
Change to Operations	Article XV	30
Clean-Up Time	Article XII, Sec. 3	17
Clothing Allowance	Article XII, Sec. 6	17
Coffee Break	Article XII, Sec. 5	17
Compensatory Leave	Article IX, Sec. 14	12
Consecutive Off-Days	Article XIII, Sec. 9	27
Disabled Employee	Article XIII, Sec. 5	26
Discipline	Article XXVI	37
Discrimination	Article XVI	32
Dues; Fair Share Fees; Check off	Article I	1
Duration of Agreement	Article XXVII	38
Duty to Bargain	Article XXVII, Sec. 4	39
Emergency Notification	Article XIII, Sec. 10	27
Employee Benefits	Article XII	15
Employee Responsibility	Article XIII, Sec. 8	26
Facilities	Article XII, Sec. 2	16
Federally Required Anti-Drug Program	Article XIII, Sec. 17	29
Filling of Vacancies	Article XXIII	36
Funeral Leave	Article XII, Sec. 7	18
General Provisions	Article XIII	25

General Wage, Rate/Class Adjustments	Article XIX	34
Greenup Plant Employees	Article XIII, Sec. 18	29
Grievance Procedure	Article IV Appendix A	4 41
Holidays	Article XII, Sec. 9	20
Hours of Work	Article VII	5
Injury Leave	Article XII, Sec. 14	24
Intent and Purpose	Article II	2
Labor Relations--A Continuous Process	Article XVII	32
Layoff & Recall	Article XV, Sec. 1	30
Leaves of Absence	Article VI	4
Length of Agreement Right of Termination	Article XXVII, Sec. 1	38
License Examinations	Article XIII, Sec. 11	27
Life Insurance	Article XII, Sec. 10	21
Light Duty	Article XII, Sec. 15	24
Longevity	Article XVIII	33
Lunch Period	Article XII, Sec. 4	17
Management Rights	Article III	3
Merit Increases	Article XII, Sec. 11	22
No Strike or Lockout	Article XXI	34
Overtime and Premium Pay	Article IX	7
Pension Plan, Hospitalization and Medical Care	Article XII, Sec. 8	19
Personnel Records	Article XIII, Sec. 12	28
Rain Provision	Article XII, Sec. 13	23
Rate Advancement	Article XIII, Sec. 4	26
Recognition	Article I Appendix, Schedule F	1 50
Retirement Contribution "Pick-Up" (Salary Reduction Method)	Article XXII	35
Rights of Parties at Impasse	Article XXVII, Sec. 2	38

Safety Inspection-CPR Training	Article XXIV	37
Savings Clause	Article XX	34
Seniority	Article V	4
Service of Notice	Article XXVII, Sec. 3	38
Shift Differential	Article XI	15
Shift Trades	Article XIII, Sec. 2	25
Sick Leave	Article XII, Sec. 1	15
Sixteen Hour Rule	Article IX, Sec. 15	13
Stand-By Pager Duty	Article VIII, Sec. 2	7
Supervisors Working	Article XIII, Sec. 7	26
Temporary Appointments	Article XIII, Sec. 3	25
Training Stipend	Article XIX, Sec. 2	34
Transfers and Voluntary Demotions	Article XXV	37
Unemployment Compensation	Article XIV	30
Use of Alcoholic Beverages Prohibited	Article XIII, Sec. 14	28
Vacations	Article X	14

This Agreement by the City of Hamilton, Ohio, to members of Local 20 working under the operations, conditions, and requirements of the Hamilton Water Plant, Water Reclamation Plant, Electric Power Plant, Greenup Hydroelectric Plant and the Division of Gas and Water Distribution, and to the International Union of Operating Engineers hereinafter referred to as the Union, WITNESSETH:

ARTICLE I. RECOGNITION, DUES AND FEES

Section 1. Recognition; Definition of Bargaining Unit

The City of Hamilton hereby recognizes Local 20 International Union of Operating Engineers as the exclusive representative for purposes of collective bargaining over wages, hours and terms and conditions of employment for permanent hourly or hourly rated temporary employees after their first thirty (30) days of full-time employment by the Municipality in its Hamilton Water Plant, Water Reclamation Plant, Electric Power Plant, Greenup Hydroelectric Plant and the Division of Gas and Water Distribution within the job classifications set forth in Appendix C to this Agreement, excluding all office employees, electricians, supervisors and others having the power or authority to hire, fire or impose discipline or effectively to recommend such action.

Section 2. While the bargaining unit includes temporary hourly rated employees after their first thirty (30) days of employment, it is the intention of the parties that such employees are not eligible for certain fringe benefits, including, but not limited to incentives, sick leave, clothing allowance, funeral leave, hospitalization, holidays, life insurance, longevity pay and vacations.

Section 3. Attendance of Representatives at Meetings

The Municipality shall permit employee members of the Wage Negotiating or Grievance Committees, whose participation in a particular meeting has been approved in advance by management, to remain on paid status while attending scheduled meetings between labor and management concerning wages, hours and working conditions in such employee's division or department; provided, that no employee shall remain on paid status for any part of any such meeting that extends beyond the employee's regularly scheduled working hours; and provided further, that the Municipality shall have the right to determine, in its sole discretion, that unusual work requirements prevent particular employees from attending any such meeting or require that any such meeting be rescheduled.

The Union will provide the City a current roster of employees on each Committee by June 30 of each year and at any time any change to the composition of any Committee is made.

Section 4. Dues; Fair Share Fees; Checkoff

A. The Municipality shall deduct from the pay of each employee who is a member in good standing of the Union or who has signed a dues authorization for such purpose the amount of such dues, fees or assessments as the Union shall advise the Municipality, by timely written notice, are regularly and uniformly required by it as a condition or incident of membership, and shall remit said amounts to the Union in a timely manner.

Those employees within the bargaining unit who do not become members of the Union within the first thirty (30) days of permanent employment 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.

- B. The Union will provide written notification of membership changes, both additions and deletions, and will annually forward to the Law Department a roster of the Municipality's employees who are members of the Union.
- C. The Union will provide the Municipality with at least two (2) calendar weeks written advance notice of a pending change in dues, or fair share fees.

The amounts remitted to the Union by the Municipality under this Article I, Section 4 of this Agreement shall be treated for all purposes as correct unless the Union, within two (2) calendar weeks of the date on which the remittance was forwarded by the Municipality, provides the Municipality with written notice of a claim, including a statement of reasons therefor, that such amount is incorrect.

- D. The Union shall indemnify and hold the Municipality harmless against any and all claims and forms of liability, including costs and attorney fees incurred by the Municipality in defending against any such claim arising out of the Municipality's deduction from employees' pay of union dues and fair share fees. The Union assumes full responsibility for the disposition of the funds so deducted, once the funds have been sent to the Union.
- E. The Union shall pay the Municipality an annual service fee of one hundred and twenty dollars (\$120) in December of each year to reimburse the Municipality for expenses related to the deduction and remittance of dues and fair share fees.

ARTICLE II. INTENT AND PURPOSE

It is the intent and purpose of the parties hereto that this agreement will serve to promote and improve the relationship between employees and the City of Hamilton and to set forth herein the basic policy governing rates of pay, hours of work, and other conditions of employment that will be observed between the parties hereto.

It is recognized by both parties that proper and efficient operation of the City utility services is necessary for the welfare of the community. Proper functioning and increased efficiency can only be established through the complete cooperation of management and the employees. To this end, employees shall perform loyal and efficient work and service and shall use their influence and best efforts to protect the properties of the City and its service to the public.

It is the belief of both parties that this attitude can best be encouraged when it is made clear that both management and Union officials whose duties involve the formation of this Agreement are the guardians of public trust and are sincerely concerned with the best interests and well-being of the employees as well as the public which is served by the parties here.

ARTICLE III. MANAGEMENT RIGHTS

Section 1.

Except as otherwise specifically provided in this Agreement, the Employer hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in the Employer by the laws and the Constitution of the State of Ohio including but not limited to their exclusive right and responsibility:

- A. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, subcontracting, and organizational structure;
- B. To direct, supervise, assign, reassign, schedule, evaluate, hire, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;
- C. To maintain and improve the efficiency and effectiveness of the Employer's operations;
- D. To determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs and the work to be performed;
- E. To determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;
- F. To determine the overall mission of the Employer as a unit of government including the individuals served by the Employer and the services provided;
- G. To effectively manage the work force;
- H. To determine the hours of work and work schedules;
- I. To determine the duties to be assigned to all bargaining unit job classifications;
- J. To take actions to carry out the mission of the Employer as a governmental unit.

Section 2.

It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

Section 3.

Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative. Further, the Employer may exercise any or all such management rights or prerogatives without prior negotiations with or agreement of the Union.

ARTICLE IV. GRIEVANCE PROCEDURE

The established Grievance Procedure set forth in Appendix A will be followed.

ARTICLE V. SENIORITY

Seniority shall be recognized by the parties giving job protection to the employees consistent with the laws of Civil Service. Ability and qualifications being relatively equal, those employees with the greater amount of service shall have preference as to transfer action in filling vacancies within their respective divisions covered by this Agreement.

Advancements of a promotional nature shall be made by the appointing authority in consideration of the ability, qualifications and length of service of the certified eligibles.

For bargaining unit members of the Greenup Plant, seniority credit for purposes of vacation and longevity eligibility shall be equal to the number of full years of service as a worker assigned on or after May 12, 1982 to the Greenup Plant. Seniority rights for such employees as they pertain to vacation selection or plant assignments, shall be determined by the employee's length of service at the Greenup Plant. In the event of a common assignment or hire date, seniority shall be based upon length of service in the employ of the City of Vanceburg, Kentucky.

The Municipality will provide for posting purposes on an annual basis a listing of employees showing the name of the employee, date of hire as a City of Hamilton employee, and date of assignment of his/her respective division.

ARTICLE VI. LEAVES OF ABSENCE

Section 1. A leave of absence, without pay, may be granted for the purpose of travel in extreme emergency, education, and license examinations provided such request for leave is made and approved by the employee's supervisor, department head, and the City Manager.

Seniority shall accumulate during such leaves of absence.

Section 2. The Municipality may, at the written request of the Union, grant a leave of absence, without pay, to an employee who is an elected representative of Local 20 for a

period of up to three (3) consecutive years for the purpose of serving as a full-time employee of the Local or International Union of Operating Engineers.

Seniority accrued prior to the leave commencement shall remain to the credit of the employee. Seniority shall accrue during the leave of absence for purposes only of vacation and longevity pay benefits; promotional exam credits; and for layoff purposes.

No financial benefits shall be paid to or on behalf of the employee during any unpaid leave of absence for Union business which exceeds three consecutive calendar months.

It is understood and mutually agreed that Management will return the employee-Union representative to his/her former classification if said employee was in good standing at the time the leave of absence was granted. The employee will be returned, by virtue of bumping, to a class position of equal maximum pay which the employee is qualified to perform on the basis of seniority. If that classification no longer exists, the employee may be returned to a class position of lower maximum rate, qualifications permitting.

An employee who retires under provisions of the Public Employees Retirement System while either on Union Business Leave or who has returned from Union Business Leave within one calendar year of retirement date, shall receive pay for accrued sick leave (Article XII, Section 1-C) at his/her rate in effect at the commencement of the Union Business Leave.

Prior to return to active service, the employee-union representative shall provide advance written notice to management of at least thirty (30) calendar days of his/her intent to return from leave.

ARTICLE VII. HOURS OF WORK

Section 1. Forty (40) hours shall constitute a regular workweek for all employees in the bargaining unit. Eight (8) hours shall constitute a regular workday except for employees assigned to a rotating shift schedule at the Greenup Plant whose regular work day shall consist of twelve (12) hours.

Upon the mutual consent of management and the affected employees in a department, the parties may agree to variable work hours where the duration of the workday is more than eight (8) hours, and the workweek shorter than five (5) days. Should the parties agree to workdays with a duration of more than eight (8) hours overtime shall be paid when the hours of work exceed the prescribed work hours in any one workday.

Determination of starting times shall be made by Management. Schedules may be changed by Management from time to time to suit changing conditions in the plants provided, however, that indiscriminate changes shall not be made in such schedules and provided further that such changes deemed necessary shall be made known publicly to all plant personnel ninety-six (96) hours in advance of the proposed change. When a schedule change involves an employee who is off duty, two separate attempts to verbally notify that person will be made to ensure they have received ninety-six (96) hour notice; otherwise, the vacation request which caused the need for change will be denied. Nothing contained herein shall prohibit the Employer from seeking volunteers to change schedules with less than ninety-six (96) hours notice provided those volunteers are requested starting

with the employee who is the lowest on the overtime list in the classification for which the work is to be performed. Should the Employer's attempt to obtain volunteers be unsuccessful, the Employer may elect to pay overtime or subcontract the work in question.

Within the Electric Production Division, work schedule changes involving the Unit Operator class which are occasioned by unanticipated generating needs or mechanical failures may be made with a 48-hour notice, in which event, the appropriate steward will be notified of such fact.

Section 2. A calendar week shall be considered a workweek.

Section 3. Any employee called to work at any time other than his/her regular schedule or any employee reporting for work on his/her regular schedule who has not received notification not to report shall be guaranteed eight hours work at any job available, or in lieu thereof, four hours pay at his/her regular hourly rate.

Section 4. Excused time off from work will be calculated as part of the regular forty (40) hour work schedule.

Section 5. The workweek of a shift worker shall begin with the first day of his/her new shift schedule and end with the last.

Section 6. In the event of an official time change in connection with adjustments made for Daylight Savings Time, those affected employees shall be compensated according to the actual number of hours worked without reference to the official time change.

Section 7. For purposes of administering the Fair Labor Standards Act, as amended, and in aid of calculating overtime hours, the terms and conditions of Article VII, Sections 2 through 5 as restated at Appendix B-1), the Memorandum of Agreement as to the Greenup Hydroelectric Generation Plant between the parties, dated July 29, 1988 shall apply.

Section 8. It is the intention of the parties for the purposes of this Article and the entire collective bargaining agreement that the twelve (12) hour operating schedule shall not act or be construed to convey upon employees so assigned any benefits or rights which exceed those enjoyed by eight (8) hour shift personnel.

ARTICLE VIII. CALL-IN

Section 1. General Provisions A call-in or call-back is defined as an emergency assignment performed by an employee who is instructed and reports for unscheduled work at a time disconnected from and outside of his/her regularly scheduled work shift.

An employee required to report on a call-in basis shall be eligible for four (4) hours pay at the appropriate rate.

In the instance of a call-in for maintenance purposes, the rate of pay for hours so worked prior to 10:00 p.m. shall be time and one-half, unless the call-in occurs on the employee's second regularly scheduled day off; in which case, the call-in shall be paid at double the employee's classified hourly rate. The rate of pay for hours worked after 10:00 p.m. and

until the starting time of the employee's regularly scheduled work shift shall be at double the classified hourly rate.

Should such work not require the full four hours, it shall be the prerogative of the employee to go home, but remain on call for the balance of the four hour call-in period. Should another call-in occur for the classification required in the first call-in during the balance of this period, an attempt will be made to contact the person on call to report for this work. If, after allowing thirty (30) minutes travel time, the employee is unable to be contacted or to report for work, for any reason, normal call-in selection procedures will be followed.

In the event of a subsequent call-in, pay for the first call-in shall terminate upon the start of the next call-in, provided that there shall be a one hour minimum at the appropriate rate for the first call-in.

Section 2. Stand-By Pager Duty Employees in the classification of Water Plant Utility Relief Operator and the Troubleshooter classification assigned standby pager duty who are required to respond to duty upon a call, shall receive an additional \$150.00 for each week during which he/she is required to be on standby. In the event that the employee is actually called in to work, work time shall be paid at the appropriate rate and the applicable payment above shall be deducted from the actual overtime wages paid. All employees who are on standby shall report for duty within 30 minutes of any call.

ARTICLE IX. OVERTIME AND PREMIUM PAY

Work performed outside the regularly scheduled eight (Greenup: twelve) hours per day, and the regularly scheduled work week, shall be paid for as overtime in accordance with the following provisions:

Section 1. Time and one-half the regular hourly rate shall be paid for all work in excess of eight (Greenup: twelve) hours in any one day.

This overtime pay provision shall also apply to hours of work which constitute the second eight (Greenup: twelve) hour tour of a double shift assignment caused by a change to the employee's workweek schedule.

The parties agree that normal leave scheduling practices which occasion changes to the workweek schedule may be regulated so as to minimize or preclude the need for overtime.

Section 2. Time and one-half the hourly rate shall be paid for all hours of work performed on the employee's first regularly scheduled day off.

Section 3. Double time the employee's classified hourly rate shall be paid for hours worked by an employee on his/her second regularly scheduled day off in his/her scheduled workweek.

Section 4. 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 percent per hour based upon their straight time hourly rate for all hours so worked.

Section 5. Employees working Saturday when it is part of their regularly scheduled

workweek and not a scheduled day of rest shall receive a premium of 25 percent per hour based upon their straight time hourly rate for all hours so worked.

Section 6. Overtime and Selection Procedure

The responsibility for the determination of the need for overtime, the number of hours involved and the number of personnel required by classification shall rest with the management of the City.

For purposes of overtime selection eligibility, employees on a paid or unpaid leave of absence, to include floating holidays, shall not be considered eligible for overtime occurring during that period of leave and until he/she has actually returned to work on their regular workweek schedule. This provision excludes normal off days within the employee's schedule.

- A. Overtime occurring at the end of shift or any emergency overtime shall be equalized as far as possible among those qualified to do the work. All overtime shall be offered to the lowest qualified (by classification) man available. Should he/she refuse to report, he/she shall be charged on the overtime schedule with the overtime worked. An operations employee working on a shift who refuses offered overtime shall be charged on the overtime schedule.

When an operator reports off sick for an extended sick leave of two days or more and there is no relief operator previously scheduled on that shift, an operator of the same class on a relief crew may be assigned to the shift on the second and subsequent days.

In the Plants, temporary vacancies of one day in an Operator class which are occasioned either by unexpected employee absence or are a result of normal relief days shall be filled in the following manner:

Should a vacancy occur on the day shift when an in-class relief operator is available, that operator may be assigned to the vacancy.

If, however, there is a qualified relief operator on the work site, in a scheduled working status, management shall have the option to move that employee to the vacant position in lieu of overtime.

Should the vacancy occur on the day shift and an in-class relief operator is not available or should the vacancy occur on other than the day shift, the opening will be filled on an overtime basis in the following priority:

- 1) Operators in class, low in overtime.
- 2) The classified operator on shift.
- 3) Out of class qualified personnel who are low in overtime accumulation.
- 4) Out of class qualified personnel on shift.
- 5) The least senior in-class employee on shift may then be forced to cover the vacancy on an overtime basis.

Temporary vacancies of more than one day in an Operator class which are occasioned by unexpected absence shall be filled in the following manner:

- 1) An in-class relief operator will first be assigned to the vacancy.
- 2) In the event that an in-class relief operator is not available for assignment, the vacancy may be filled by temporary promotion of lower classed, qualified personnel.

Overtime in an affected class shall be offered first to permanent employees prior to any temporary, full-time personnel.

The following designation of maintenance versus operating classes has been mutually agreed upon relative to the implementation of Article IX, Section 6A:

<u>MAINTENANCE</u>	<u>OPERATIONS</u>
Automotive Equip. Oper. II	Compost Operator I
Building Service Worker	Compost Operator II
Chief Water Plant Maint. Mechanic	Electric System Operator
Chief Water Reclamation Maint. Mechanic	Hydro Operator
Gas Leak Surveyor	Laborer (Shift)
Hydro Plant Maint. Supervisor	Lead Power Plant Utility Worker
Instrument Technician	Plant Operator
Laborer	Plant Utility Worker
Maintenance Worker	Utilities Troubleshooter
P.P. 1st Class Maint. Mech.	Water Reclamation Operator I
P.P. Maintenance Engineer	Water Reclamation Operator II
Plant Utility Worker	Utilities Plant Maintenance Worker
Regulator Technician	Utilities Service Representative
Utilities Crew Leader	Utility Plant Relief Operator
Utilities Meter Repairer II	Water Tender
Maintenance Welder-Fitter	Water Tender Assistant
Water Production Crew Leader	

For purposes of charging of overtime refused, Operators working on maintenance shall be treated the same as maintenance when offered maintenance overtime.

Operators working on maintenance shall be offered available end-of-shift overtime after the available overtime has first been offered the assigned classified maintenance personnel and prior to low employee. The intent of this provision is to retain on the overtime maintenance project those employees who have performed the work on a straight time basis rather than call in different employees.

Selection of operator personnel for weekend maintenance projects shall be on the basis of low employee.

- (1) In contacting employees for available overtime, an attempt to notify the entitled person by telephone will be made up to twelve (12) hours prior to the anticipated reporting time. Further attempts to contact a qualified employee will be made to cover the available overtime before an employee on shift is

required to work a double shift. Failing in this, a qualified employee on shift may be required, if necessary, to perform the available overtime.

It is the understanding of the parties that overtime selection arrangements (both offer and acceptance or refusal) be concluded as efficiently and expeditiously as possible.

It is further understood that the twelve (12) hour provision contained within this section refers to the point of time at which the available overtime may be proffered to other than the classified employee lowest in overtime.

- (2) Effective 12:01 a.m. on January 1 of each year, overtime balances of employees shall all be reduced to zero (0). In that new calendar year, the first overtime opportunities shall be presented to the senior person (by class seniority) in the classification(s) in which the overtime occurs. Overtime selection thereafter shall be in accordance with appropriate provisions contained elsewhere within Article IX.
- B. Overtime occurring at the end of shift involving work crews on a specific job will be first made available to the employee on the job provided the anticipated overtime is not expected to exceed four (4) hours based upon the considered judgment of the Division Superintendent or his/her representative.

Where overtime occurs after the conclusion of a regular shift, the lowest employee (by total number of hours) in class will be offered the available overtime.

- C. In those cases determined by Management to be of an extreme emergency nature, the required employees will be contacted. The nature of extreme emergency shall be in the order of fires, floods, explosions, high wind storms, loss of service to hospitals, similar critical service interruptions and mechanical failure that would lead to a loss of service.

The intent in this provision is to insure that work crews arrive at the trouble scene with a minimum of delay. In such cases, overtime accumulations will be adjusted to meet Working Policy requirements on subsequent, non-extreme emergency work.

In the event of an extreme emergency requiring overtime, attempts to secure classified personnel will be made in accordance with above provisions. Should these attempts fail to obtain the required number of personnel, the employee having the least amount of service in the needed classification(s) will be required to report for duty.

- D. It is recognized that certain employees may have no interest or desire for consideration of overtime. In such cases, the employee will notify his/her Supervisor in writing to this effect and he/she shall not be contacted for available overtime. Notification of general overtime waiver shall be valid only for a period of ninety (90) days. Upon the expiration of the ninety (90) day period, the employee with no interest or desire for overtime consideration must resubmit in writing another waiver to this effect.

An employee who submits a written waiver for overtime consideration and subsequently makes himself/herself available shall, at that time, assume the number of hours equal to the highest accumulation in the class affected.

Employees who have earlier submitted letters indicating their lack of interest in overtime should not be included in the equalization process. However, this should not indicate that these employees will not be required to perform services on an emergency overtime basis.

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

Management and the Union are equally committed to the principle of equalization. In this context, the parties to the Agreement shall meet once each three months to review the status of overtime hours with respect to member employees and other hourly rated classes within the defined bargaining unit. Such meetings will provide an opportunity to determine the causes for such differentials and enable timely and effective corrective action to be taken. The causes of overtime grievances shall also be addressed at these meetings.

It is understood that in view of the variances among different classes in the normal overtime hours available to a specific class, experience gained from the quarterly meetings will be necessary to determine what, in a given class, might constitute an excessive differential in the overtime standings.

- F. Overtime accumulations shall be updated to reflect current overtime balances prior to the end of the day shift on Wednesday. Such record shall reflect accumulative hours paid or refused on the basis of 8 (Greenup: 12) hours per day or 40 per week.

In the event a fixed date holiday falls on Wednesday, the overtime status record shall be posted the preceding work day.

Employees may review overtime records upon request.

A record of overtime shall be made available to all employees by posting weekly in the appropriate plant or work area. Such records shall reflect accumulative hours paid or refused on the basis of eight (8) hours per day or forty (40) hours per week only.

- G. Employees promoted, demoted or who otherwise change their classification will be assigned the highest amount of overtime hours for the employees in the new class.
- H. An employee who is absent from work due to illness, physical disability or who is prohibited from working overtime because of physical limitations for one or more weeks will, upon his/her return to work or availability for overtime, have his/her overtime status adjusted in such a manner so as to maintain the identical relative position on the overtime list with respect to the standing of other employees on the list.

Section 7. In the event an employee is temporarily reclassified, he/she shall be eligible for available overtime falling within his/her temporary class. As the employee is temporarily

reclassified, he/she will be assigned the number of overtime hours equivalent to the highest accumulation in the new class as reported in the most recent overtime recap report. The employee will not be eligible for available overtime falling within his/her permanent class during the period of reclassification. Upon return to his/her permanent class, the employee's overtime status will include all overtime hours worked during both his/her permanent and temporary appointments.

Section 8. Union officials or stewards that must refuse overtime to attend to Hamilton City Union business shall not be charged on the overtime list.

Section 9. Premium and pay provisions will be applied in accordance with the provisions of this Agreement provided the employee has worked or been in an approved pay status the previous five scheduled workdays.

An employee on an approved sick leave during any of the previous five days may receive the premium overtime rates for the sixth or seventh days provided the employee has worked or been in an approved pay status the previous five scheduled workdays.

An employee on an approved sick leave during any of the previous five days may receive the premium overtime rates for the sixth or seventh days provided the employee produces valid evidence to justify his/her absence. The evidence to be required shall be determined by the City. The significance of this provision is to provide the City protection against the misuse of sick leave which could be more tempting when an overtime situation is involved. The Union agrees to support the City in its effort to control the misuse of sick leave in this or any other case.

Section 10. In the event of overtime refusal or the otherwise unavailability of employees in the appropriate class, overtime will be offered to employee(s) out of the class who are capable of performing the assignment(s).

Section 11. In those instances only wherein the overtime selection procedure is unclear or ambiguous as to its application to a given issue, and providing resolution of such issue is reached by discussion between the appropriate Supervisor and Steward or Officer of the Local, then said issue, as resolved, shall not then be the subject of a grievance filing.

Section 12. In no event shall an overtime or premium pay provided for in these sections be pyramided or duplicated. Thus, if two or more of its overtime and/or premium pay provisions are applicable to the same hours of work, only the appropriate 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.

Section 13. It is the responsibility of bargaining unit employees who are assigned duties which require the exercise of independent judgment to make overtime selection decisions to familiarize themselves with the overtime selection procedures of this Agreement. In addition, the Employer will provide training, on a quarterly basis, to assist these individuals in their understanding of the overtime selection and distribution process and to review and resolve problems that have arisen in the process.

Section 14. In accordance with 1985 amendments to the Fair Labor Standards Act, employees of the bargaining unit may opt for compensatory leave in lieu of cash payment

of overtime hours worked. The following administrative procedures shall govern the accrual and utilization of compensatory leave in lieu of cash payment:

- A. There shall be a maximum accumulation of sixty (60) hours per calendar year.
- B. Hours of compensatory time shall be equal to pay hours at the appropriate overtime rate as would have been in effect when those hours were worked.
- C. An employee who intends to utilize the compensatory leave option must provide notification of such intent to bank these hours at the same time as the hours are worked. Requests to bank hours as compensatory time shall be indicated on the back of the time card and signed by the employee. Any overtime hours worked, where such option is not requested, will be paid.
- D. The requests for use of compensatory time shall be made on the same basis as personal leave days except that a request for compensatory leave in positions which require relief shall be:
 - 1) Accomplished in accordance with existing vacation schedule practices (i.e. five days' notice and availability of a relief operator).
 - 2) Requests for compensatory leave utilization will be administered on a first come, first served basis.
- E. Any compensatory time accrued but not used by November 30 in each year shall be converted to pay as soon as practicable.
- F. Requests for compensatory leave utilization shall be in increments of four hours when such use will not require overtime for fill-in.

Section 15. Sixteen Hour Rule. In the interest of employee well-being and to promote a safe work environment, the parties agree that employees shall be restricted to a maximum of sixteen (16) consecutive hours of work except in the following instances:

- A. In cases of extreme emergency when there is an interruption or loss of utility service to City customers and attempts to contact other eligible employees for relief are unsuccessful.
- B. In the event an employee is performing duties in a classification that requires continuous monitoring and no qualified eligible employees are available for relief.

In the event an overtime situation arises that will create or cause an employee to work in excess of sixteen (16) hours due to a conflict with his/her regular scheduled shift, the employee may choose to:

- A. Request vacation or personal time off to cover their regular scheduled shift, or,
- B. Agree to work this overtime (make up overtime) at a later date and time, mutually agreeable to the employee and management.

Where there is a conflict between overtime entitlement and the consecutive hours of work limitation, this provision limiting consecutive hours of work shall prevail.

An eligible employee who is denied overtime due to the consecutive hours of work limitation shall not be charged on the overtime accumulation list.

Make Up Overtime

Make-up overtime will be scheduled within a thirty (30) day period from the day of the original overtime entitlement. However, this period may be extended upon the mutual agreement of the parties.

Employees participating in make-up overtime shall not be utilized to fill or replace a regularly scheduled shift. In the event of a conflict between make-up overtime and the regular overtime entitlement of an employee, regular overtime entitlement shall prevail.

ARTICLE X. VACATIONS

Section 1. Employees subject to provisions of this Agreement shall receive vacation leave with pay as follows:

Years' Continuous Service Vacation Leave Allowance

Less than one (1) year	None
One (1) year but less than seven (7)	80 hours
Seven (7) years but less than sixteen (16)	120 hours
Sixteen (16) years	160 Hours
Seventeen (17) years	168 Hours
Eighteen (18) years	176 Hours
Nineteen (19) years	184 Hours
Twenty (20) years	192 Hours
Twenty- One (21) years	200 Hours
Twenty-Two (22) years	208 Hours
Twenty-Three (23) years	216 Hours
Twenty-Four (24) years	224 Hours
Twenty-Five (25) years	232 Hours
Twenty-Six (26) years or over	240 Hours

Section 2. Employees shall submit their choice of vacation dates for the calendar year January 1 to December 31 to their Supervisor before April 1 of each year. Vacations shall be selected according to the length of service in class except that in the Divisions of Gas and Water Distribution, divisional seniority shall govern. An employee, with the approval of his/her Supervisor, may change his/her selection of vacation periods after April 1 by notifying his/her Supervisor five (5) days in advance and provided he/she would not "bump" another employee.

Section 3. An employee on vacation, to include off days immediately preceding and subsequent to approved vacation dates, shall not be required to fill in on vacation provided that vacation schedules will be adjusted and no overtime will be created.

Section 4. Accrued vacation in excess of forty (40) hours not taken by January 1 of each calendar year shall be removed from the employee's credit. All accrued vacation carried over into the following year shall be used by April 1 or be forfeited.

Section 5. For those employees whose regularly scheduled work shift consists of a 12-hour work period, and who have accrued, but not used, hours of vacation and/or holiday pay which total less than 12 hours, such hours may be carried forward into the next calendar year without reference to the written approval of the City Manager. Such total (of less than 12 hours accrued leave balance) shall be subject to established management documentation procedures.

ARTICLE XI. SHIFT DIFFERENTIAL

The following differential rates shall apply to hours actually worked by employees assigned to a second or third shift schedule wherein the majority of the scheduled hours worked are between 2:00 p.m. and 8:00 a.m: \$0.75/hour

GREENUP: A "Lead Shift Differential" of forty cents (\$0.40) per hour for each hour worked shall be paid to one senior qualified Hydroelectric Operator on shift.

ARTICLE XII. EMPLOYEE BENEFITS

Section 1. Sick Leave

Employee shall earn one and one-quarter (1.25) days or ten (10) hours' sick leave for each month of active service to accumulate to a maximum of two hundred and fifty-five (255) days or two thousand and forty (2,040) hours.

- A. An employee is required to have a doctor's excuse for the use of three or more sick leave days and may be required to provide a doctor's excuse for less than three sick leave days.

In the event an employee is placed on a one (1) day basis for requirement of a physician's certificate, such action may be subject to the grievance procedure.

- B. The City will supplement an employee's regular sick leave by providing compensation equal to one half his/her daily sick leave rate for a number of days corresponding to his/her sick leave accumulation existing at the time a disabling injury or illness caused his/her continued absence from work. Eligibility for extended benefits would be subject to the following provisions:

- (1) The employee must have fully utilized his/her regular sick leave accumulation.

- (2) Sick leave accumulation must equal thirty (30) days at the point when the employee's continued absence began.
 - (3) Eligibility for extended benefits will require a physician's certification.
 - (4) Moneys for extended sick leave benefits would not be payable upon retirement, death in service, or work-related fatality.
 - (5) In instances of work-related injuries, extended sick leave benefits would not be applied when the employee is eligible for or is receiving weekly benefits under Workers' Compensation.
- C. An employee, hired before November 14, 1994, who is eligible and retires shall be eligible to receive seventy-five percent (75%) of the value of his/her or her accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.
- In the event of the death of an employee, hired before November 14, 1994, covered by this agreement 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 (1200) hours.
- An employee, hired on/after November 14, 1994, who is eligible and retires shall be eligible to receive fifty percent (50%) of the value of his/her accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.
- In the event of the death of an employee, hired on/after November 14, 1994, covered by this agreement for causes not related to the employee's job, a payment in the amount of fifty percent (50%) 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 (1200) hours.
- D. An employee who dies as a direct result of his/her employment with the City to the extent that his/her 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.
- E. Notice will be provided at or near the beginning of each calendar year of employee sick leave balances.

Section 2. Facilities

The Municipality shall make reasonable provisions for the health and safety of member employees. Lockers and proper washroom facilities shall be provided and maintained.

The employee recognizes that the maintenance and reasonable care of issued equipment

in his/her possession or provided for his/her use is his/her responsibility. Replacement of such articles will be effected through the employee's supervisor.

Section 3. Clean-Up Time

A wash-up period not to exceed 15 minutes will be provided near the end of the employee's shift for Plant Maintenance personnel and in the Division of Gas and Water Distribution.

Section 4. Lunch Period

Management will insure that employees will receive a lunch period during their regularly scheduled tour of duty. Consistent with a normal work schedule, such period will begin within the 5½ hour period following the start of the employee's tour of duty. If it becomes necessary to postpone the lunch period, the regular workday may be shortened by the length of the normal lunch period.

A paid lunch period not to exceed thirty (30) minutes within the regular eight (8) hour shift shall be provided to those employees in nonoperating or maintenance classes falling within the bargaining unit.

Lunch periods may be subject to interruption due to work requirements of the employee's job.

Lunch breaks are subject further to the following conditions:

- A. Employees of the Divisions of Gas and Water will take their lunch to and eat on job site.
- B. Lunch periods are subject to scheduling by Supervision.

Section 5. Coffee Break

In accordance with existing City policy, employees will be permitted one (1) ten (10) minute coffee break during the first four hour period and the final four hour period of the work shift.

Section 6. Clothing Allowance

- A. During the term of this agreement clothing allowance shall be paid on a yearly basis as follows:

\$600.00 per year

The work clothing allowance benefit provided herein is for the purpose of the purchase or rental of work uniforms or clothing to be designated by the municipality.

All employees of the bargaining unit who previously were not required to wear work uniforms shall, upon the effective date of this agreement, be required to wear work shirts with City logo. The type of shirt to be worn shall be decided by work site LMC committees. Employees in the Department of Gas and Water Distribution may wear red or orange shirts in lieu of vests provided such shirts comply with OSHA requirements. Further, employees may purchase safety shoes or safety glasses

with allowance monies provided. All such articles are for work use. Should OSHA require employees to wear safety shoes, the parties agree to meet to negotiate.

Employees covered under provisions of this agreement will be permitted to purchase under the work clothing allowance, subject to the above, noted maximum winter jackets or coats with City logo to be used by employees only in the course of their employment activities. The allowance will not be utilized for the purchase of such articles as overcoats or jackets commonly referred to as car coats. Because of the variances of jacket styles the municipality reserves the right to approve individual purchase on a case by case basis as such may become necessary.

Clothing allowance money will be paid on or before September 30 each year.

During the term of this agreement the City will provide to employees classified as Gas Leak Surveyor, Utility Service Representative, Utility Trouble Shooter, and Utility Meter Repairer 2, work uniforms consisting of five sets of trousers and shirts together with one winter jacket which such employees will be required to wear while on duty. Safety shoes and safety glasses will be the responsibility of employee. All such articles issued by the City shall be worn by the employees during working hours and when traveling to and from work only. Gas Leak Surveyor, Utility Service Representative, Utility Trouble Shooter and Utility Meter Repairer 2 employees shall be required to replenish such uniforms in strict accordance with specifications as necessary. Such employees shall receive a yearly clothing allowance specified in Section A.

In the event an individual has not been in the employ of the City for a full calendar year as of December 31 of the year in which his employment occurs, employee will be eligible for a prorated share of the clothing allowance based upon his/her actual number of months service in that calendar year.

Section 7. Funeral Leave

- A. In the event of death in the immediate family, a permanent employee shall qualify for funeral leave with pay for up to three (3) consecutive work days (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, step-parent, grandparent, brother, sister, brother-in-law, sister-in-law, parents or stepparents of spouse, grandparents of spouse.

In the event of a death of a person, not of an immediate relationship as provided hereinabove, but who is a blood relative of the employee, leave with pay of up to one (1) eight (8) hour work day may be taken for funeral purposes.

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 credit, with the approval of the supervisor.

- B. Funeral leave, with pay, is intended to protect the employee against the loss of straight time wages only during a period of bereavement. Funeral leave with pay will not be granted for any period during which the employee is already in a paid or

unpaid leave of absence status.

Funeral leave pay shall be provided to accommodate absence occurring only on days that the employee would otherwise have been scheduled to work and at the employee's class rate.

Funeral leave, as a result of the death of a member of the immediate family or otherwise, shall be taken within a seven (7) calendar day period of the date of the funeral.

The employee, as a condition of eligibility for funeral leave pay, shall submit proof of death and relationship, when requested

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

Leave requests meeting the conditions set forth in this section will be approved by the employee's supervisor.

- C. Use of funeral leave will not be charged against accumulated sick leave balances.

Section 8. Pension Plan, Hospitalization, and Medical Care

- A. The City shall provide to full-time permanent employees, on either a single, single +1, or family plan basis, the plan of health insurance which has been recommended by the joint LMC Committee. The City and the employees shall share in the overall premium cost of the insurance plan in the following manner: the City shall contribute 85% of the total premium cost and the employees shall contribute 15% of the total premium cost through payroll deduction. The current plan is described as a managed care, point of service, plan. It will continue to be packaged with a vision plan and dental coverage unless the subcommittee makes adjustments in subsequent plan years. A list of the current benefit structure is attached hereto as Appendix B.
- B. The City will continue payment of its portion of premiums for health and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.
- C. Union agrees to participate in a joint (all municipal unions plus non-union representatives) Health and Benefits committee which will meet and will discuss cost containment measures or changes in health care. The Union shall select its own representatives. This committee shall then make recommendations as to modifications or directions for the City's health care program.

The Union shall agree to abide by committee recommendations dealing with cost effective methods to administer the present benefit plan as contained in the contract.

In the event of an employee's death during active employment, the City will continue to pay its portion of premiums for the existing plan of health coverage which may have been in effect for a spouse or children during the month of death and for the next month following, provided that there is no other health care plan in effect.

Section 9. Holidays

- A. The annual holiday leave with pay allowance shall be one hundred and thirty-six (136) hours. The following shall be recognized as guaranteed holidays:

New Year's Day	Christmas Eve Day
Good Friday	Christmas Day
Memorial Day	New Year's Eve Day
Independence Day	Employee Birthday
Labor Day	(6) Personal Leave Holidays
Thanksgiving Day	(includes Martin Luther King
Friday immediately	Day)
following Thanksgiving	

- B. Employees will be paid eight times their regular straight time hourly rate as holiday pay for full day holidays when such days occur or are celebrated on regular workdays. Employees in a non-pay leave status shall not be eligible for holiday pay for any holidays while on leave of absence.

(1) An employee will be eligible for holiday pay provided he/she works the last scheduled day prior to and the next scheduled workday following the celebrated holiday, but is not paid on regularly scheduled days off except as may be provided for in the guaranteed paid holiday arrangement.

(2) An employee on approved sick leave the day prior to or the day following the holiday may receive the appropriate benefits of holiday pay providing he/she produces valid evidence to justify his/her absence. The validity and kind of evidence required is at the sole discretion of the City. The significance of this provision is to give the City protection against the misuse of sick leave; the use of which could be more inviting to the employee when a holiday situation is involved. The Union agrees to support the City in its effort to control the misuse of sick leave in any case.

- C. For work performed on a holiday, employees will be paid double time the straight time hourly rate for each hour worked in addition to the appropriate holiday pay noted in Section 9-B and will be paid double time for hours worked in excess of eight (8) on such holidays.

- D. Operating personnel shall observe the calendar date of the holiday with regard to holiday and premium pay rather than the day observed when the two days differ. Non-operating personnel shall observe the "day observed" when it differs from the calendar day of the holiday.

- E. Permanent employees, during each full calendar year, shall be guaranteed seventeen paid holidays. Employees whose schedules provide for less than seventeen paid holidays during the course of the calendar year will be guaranteed the seventeen holidays by receiving the holiday pay in an amount equal to the difference between the holidays observed by the employee and the seventeen guaranteed holidays. This provision is limited to continuous operating personnel wherein work schedules will not effectively permit observing another day off.

Differential holiday pay as provided in the above paragraph will be remitted in the pay for the period in which the holiday occurs.

Greenup: The guaranteed paid holidays shall be construed as one hundred thirty-six (136) hours for shift personnel.

- F. 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.

Employees will be permitted to schedule their annual birthday, Martin Luther King Day and personal leave days as "floating" holidays.

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.

Although the birthday holiday may be scheduled and taken in a calendar year prior to the actual anniversary date of birth, this holiday will be considered as earned leave in that year providing the employee is in a pay status on the actual birth date.

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

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

- G. Employees shall request use of a floating holiday not less than twenty-four hours prior to the employee's regular starting time. The leave request will be either approved or disapproved as promptly as possible. The twenty-four hour notice shall not apply in cases of unforeseeable emergency.
- H. Employees may use holiday leave in a minimum of four (4) hour increments.

Section 10. Life Insurance

- A. The City will arrange for a policy of group life insurance for active, permanent employees who have completed six (6) months' service with the City.
 - (1) The amount of life 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, but rounded to the next lower \$1,000 increment.
 - (2) If the employee's annual wage or salary increases, the amount of his/her insurance coverage shall be redetermined in accordance with Section A(1) on an annual basis.
 - (3) A double indemnity provision for accidental death or dismemberment benefit will be provided.
 - (4) The Municipality will pay the total cost of the first ten thousand dollars'

(\$10,000) coverage, which shall be known as the non-contributory portion of the benefit eligibility. Optional group life coverage of up to one times the employee's annual salary as shown in the Classification and Compensation Plan will be made available at a cost to the employee of fifteen cents (\$0.15) per month per thousand dollars' coverage.

- (5) Should an employee not elect life insurance coverage on the basis of one times earnings, the City will provide a maximum of ten thousand dollars' (\$10,000) coverage to include accidental death and dismemberment protection.
- B.
- (1) The amount of death benefit on each employee retiring prior to January 1, 1970 will be one thousand dollars (\$1,000).
 - (2) Regular, full-time employees who retire on or after 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 City.
 - (3) 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.

Section 11. Merit Increases

Employees shall be eligible for consideration of their first merit adjustment upon the successful completion of the probation period following either original or promotional appointment. Consideration for subsequent merit adjustments will be provided each twelve (12) month period thereafter except that consideration for the final two (2) rate steps will be provided at six (6) month intervals.

Work time lost as a result of unpaid leaves of absence, whether approved or unauthorized, will not be counted in the time for implementing merit adjustments.

It is understood that satisfactory performance of class duties is a determining factor of merit.

Employees who merit an increase in pay and who do not receive such on the first pay following eligibility shall be entitled to retroactive pay equal to the difference in two rates payable in the next pay.

Notice will be provided on a timely basis of pending changes in classifications, job abolishments, and changes in pay range assignments. This requirement does not limit the ability of the Municipality to effect such changes but is intended only to serve as an informational need.

Section 12. Attendance Incentive

- A. Each permanent, full-time employee shall be paid an annual incentive award for work attendance as follows:

<u>Attendance Acheivement</u>	<u>2000 Sick Leave Hours as of 11/30</u>	<u>1500 Sick Leave Hours as of 11/30</u>	<u>1000 Sick Leave Hours as of 11/30</u>	<u>500 Sick Leave Hours as of 11/30</u>	<u>100 Sick Leave Hours as of 11/30</u>
Zero (0) hours sick leave used	\$550	\$450	\$350	\$250	\$150
One (1) but not more than eight (8) hours sick leave used	\$500	\$400	\$300	\$200	\$100
Nine (9) but not more than sixteen (16) hours sick leave used	\$475	\$375	\$275	\$175	\$75

- B. Employees absent from work due to vacation, holiday, funeral leave, non-pay status such as military leave, or attendance at approved training functions, or other duty-related absences from the normal work schedule shall not be considered as absent from work for purposes of this benefit.
- C. The period for determining such attendance record shall commence on the first day of December and conclude November 30 of the next succeeding year.
- D. An employee may charge up to three (3) days of approved sick leave to accrued vacation or holiday leave for purposes of attendance incentive award eligibility. Such requests must be submitted on the authorized form, with approval by the supervisor, not earlier than November 15, but not later than November 30 of the benefit year.
- E. New or separating employees shall receive a prorated benefit award based upon one-twelfth (1/12) of the total eligibility for each month of service or part thereof.
- F. The provisions of this benefit program will not affect existing policies relative to sick leave accruals or usage.

Section 13. Rain Provision

Rain gear is to be provided to all employees that are given outside work assignments. Emergency work will be performed at all times. However, management retains the right during periods of rainfall to instruct employees to remain at job site under shelter; to reassign employees to other job sites where rainfall is not occurring; or to indoor assignments during such periods of rainfall.

The Superintendent or designee shall determine when the outside temperature is 15 degrees or less as shown by the temperature chart in the Utilities Conference Room at the Garage. All employees will work indoors. Emergency work will be performed at all times.

Section 14. 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/her official duties within the scope of his/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/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) work day of the period of continuous absence. Two (2) work days of this period shall be charged against the Employee's sick leave balance and the remaining work days 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 premium payments on medical, surgical and life insurance benefits during any period of ILWP. The Municipality will pay 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.

Section 15. Light Duty

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

Upon receiving a completed "light duty" questionnaire, the employee's supervisor will make a diligent effort to develop work assignments that 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

bargaining unit. Only 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 bargaining unit in a non-represented job.

If the supervision becomes concerned with the length and/or the limits of the light duty is excessive, the City reserves the right to have the employee examined by its physician.

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 all requirements of the 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. GENERAL PROVISIONS

Section 1. Administration of Pay Ranges

At such time as the City of Hamilton grants a pay increase, such increase shall apply to maximum, intermediate, and minimum steps. If such increase is equal to a step increase or greater, there shall be a new maximum and minimum step but no increase in the number of steps.

Section 2. Shift Trades

With prior supervisory approval, employees assigned to a continuous operation may trade work shifts within their permanent classification. A shift trade must be completed within the same two week payroll period.

It is agreed that the trading of shifts shall not give rise to nor form the basis of grievances dealing with the overtime and premium pay provisions of this agreement.

Section 3. Temporary Appointments

Employees temporarily appointed or assigned to perform duties of a higher rated class will receive, beginning with the first work day of such assignment, the rate of pay which is identical and the same as that of the worker that he/she is temporarily appointed to replace. Provided, that temporary appointment pay shall be capped at a pay step within the applicable pay range of Schedule F which would provide for increase as close to, but not less than, \$2.00 per hour. If a temporary appointment is the result of a vacant position and the vacancy is not filled within ninety (90) days, the temporary appointment will cease to be subject to the cap. Employees temporarily appointed or assigned to perform duties of a higher rated class, as an additional employee in that higher class, will receive, beginning with the first work day of such assignment, a rate equivalent to one (1) pay step higher than his/her present rate or the first step in the range of the class to which he/she or she is temporarily reassigned, whichever is greater.

This provision is not intended to affect normal overtime that would occur. Ability and qualifications being equal, the senior employee in the eligible class shall be provided consideration for the temporary appointment.

Section 4. Rate Advancement

Members hired after November 14, 1994 shall advance to step 2 upon successful completion of the probationary period. Service at each step thereafter shall be on an annual basis until the eighth step which shall be for six months, followed by six months at the ninth step and final advancement to the tenth step. Advancement shall be according to this schedule providing performance merits such consideration and the employee has successfully achieved licensing conditions where applicable. Nothing in this section prohibits the employer from placing a new employee at a step higher than step one, or advancing an employee at a faster than annual rate.

Section 5. Disabled Employee

In the event an employee covered by this Agreement becomes physically unable to satisfactorily and safely perform the regular duties of his/her classification, an effort will be made by the City to find work of a less strenuous nature for which he/she is qualified. It is understood that a job vacancy must be available and that the employee must be qualified and capable of performing the duties of the new classification. The employee will be compensated at a rate appropriate to the new class to which he/she is appointed.

Section 6. Absence Notification

When an employee is unable to report for duty as scheduled, he/she will notify Supervision of such absence as far in advance as possible, but not later than 45 minutes prior to his/her scheduled reporting time unless unusual or unavoidable circumstances preclude this. The notification deadline is one hour prior to the start of the shift for Greenup hydroelectric employees.

Section 7. Supervisors Working

Supervisors shall not perform work normally assigned to the Bargaining Unit at any time except to instruct an employee in the work of his/her classification or to relieve an emergency involving hazard to an employee or in an emergency to prevent equipment or installation damage as a last resort. Demonstration of or instruction in class duties is not intended to relieve the employee of the responsibility for actual performance of assigned tasks.

The parties recognize the importance of the Hydroelectric Generation Plant. Accordingly, in the event that a bargaining unit employee cannot be obtained, plant operations will be assumed by a management representative in lieu of a shutdown.

Section 8. Employee Responsibility

Employees are responsible for maintaining their work stations in a clean and orderly fashion.

Operating personnel shall regularly observe all equipment under their supervision to ensure proper operation and thoroughly understand the operation of all equipment under his/her jurisdiction.

Employees are responsible for reporting any unusual happening or occurrence on their

shift. If the incident is of a serious nature, the operator on duty will notify Supervision without delay.

Operating personnel shall not leave their assigned work station without proper, qualified relief.

Section 9. Consecutive Off-Days

Management will attempt to schedule shift operations such that two (2) consecutive off-days are provided. Notice will be provided the Shop Steward in the event this cannot be accomplished.

Section 10. Emergency Notification

In the event of an emergency which would necessitate the employee's presence at home under circumstances that would qualify him/her for the use of sick leave, notice will be provided the employee on a timely basis.

Section 11. License Examinations

The Municipality will reimburse the employee for the cost of a license examination providing the employee successfully passes the examination requirements.

The City will provide up to eight (8) hours time off with pay at straight time hourly class rate to those employees who attend and successfully complete a state license examination when such certification is required for the performance of their class duties. Advance notice to Supervision shall be provided for such absence.

Paid leave for license examination purposes shall be advanced on either a floating holiday or vacation leave basis until notice of successful test completion is received, at which time the employee's holiday or vacation leave balance shall be recredited.

The City agrees to reimbursement of course fees for courses taken which are job-related or for advancement; provided such courses have prior approval in writing to the employee from his/her Department Director.

Where examinations and licenses are required for advancement, employees may be given time off, up to eight (8) hours with pay at the straight time hourly class rate, for attendance at and successfully completing a state license examination. Such employee must be classed in a lower rated classification and the license must be for job-related advancement. Approval must be obtained in writing and in advance from the Director of the employee's department.

In the divisions of Electric Production, Water Production and Water Reclamation, the Municipality will reimburse the employee upon successful completion of examination requirements for the cost of the application fee; and for the cost of necessary license renewal.

Employees who hold maintenance classifications which do not require a state certification or license but work in a classification series that allows them to promote to a classification requiring state certification or licensure, shall be eligible for a one (1) pay step increase

upon successfully obtaining a state certification or license which is pre-approved by the City and required for promotion within their division. Eligibility for further merit increases will not be affected by such advancement and will continue to be calculated on an annual basis from the date of the employee's last merit increase. Employees who obtain a pre-approved state certification or license and have reached Step 10 of their pay range shall receive a one (1)-time lump sum payment of \$300.00. This paragraph does not apply to employees who demote from a classification requiring certification or licensure to a classification not requiring certification or licensure.

Section 12. Personnel Records

A letter of warning issued by an Appointing Authority to an employee is to serve as an instructional device to inform and advise the employee. Such notices, when issued, will become a part of the employee's central record file for a period not to exceed one (1) year from date of issuance.

Records of any suspension received by an employee shall be purged from his/her personnel file two years from the date said suspension was received by the employee provided said employee incurs no additional discipline of the same nature during the two-year period.

Records of any 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 purged providing the records meet the criteria for purging as set forth above.

Section 13. Appointments

Except as otherwise provided in this Agreement, appointments shall be made in accordance with Civil Service Rules and Regulations which provide the Appointing Authority the right to appoint to a vacancy from an eligibles listing of three candidates.

The appointment of an eligible holding other than the topmost position on the certified list will cause notice to be provided to the Business Manager.

Appointments may be reviewed by the Civil Service Commission for appropriateness.

All job openings pertaining to the various represented divisions shall be posted in the respective plants and/or Municipal Garage.

Advance notification to the Union will be provided with reasons provided in the event of a change or alteration to class descriptions for positions represented by the Union.

Rank standing on promotional eligibility lists for represented classes shall be determined only by passing test score with the addition of appropriate seniority credits.

Section 14. Use of Alcoholic Beverages 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.

Section 15. 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.

Section 16. Agreement Availability

A final draft incorporating negotiated amendments to an existing labor agreement will be referred by the City of Hamilton to the Business Manager, Local 20, IUOE, or his/her designated representative, no later than ten (10) working days following final ratification action.

Section 17. (Federally Required Anti-Drug Program)

As contained in the Department of Transportation Final Rule 49, CFR, Part 199, the Employer has implemented an Anti-Drug Program. That program must apply to all bargaining unit positions within the Department of Gas & Water. That program includes:

- A. Drug screening, which complies with the requirements outlined in 49 CFR, Part 40 for:
 - 1) Pre-hire drug screening to include pre-transfer screening for persons requesting an initial transfer into positions covered by the policy.
 - 2) Random drug screen testing to achieve an annualized rate of testing consistent with federal regulations.
 - 3) Post-accident drug screening.
 - 4) Reasonable cause drug screening.
- B. Designation and utilization of a Medical Review Officer, a licensed physician, who shall exercise medical control of medical and clinical aspects of the plan.
- C. An Employee Assistance Plan with appropriate supervisory training in its use and publication to work sites of the plan.
- D. Administrative policies which assure that persons who fail or refuse such testing will not be hired and which require that persons who refuse or fail such drug tests shall be removed from functions covered by these standards and may receive disciplinary action up to, and including, termination.

Section 18. (Greenup Plant Employees)

- A. Members of the Bargaining Unit employed at the Greenup Hydroelectric General Plant or in other represented divisions of the Hamilton Department of Public Utilities shall be eligible to participate in open- competitive examinations for vacancies within units represented by Local 20.

Eligibility for promotional consideration shall be limited to employees within the Division in which the vacancy or vacancies occur.

Requests for transfer or demotion to vacancies shall not be given preference over promotional opportunities for individuals within a division where a vacancy exists.

Any employee who requests and receives approval from the Director of the Department of Public Utilities of the City of Hamilton, Ohio for transfer or demotion between work units located in or within the immediate vicinity of the City of Hamilton, Ohio and the Greenup Hydroelectric Generation Plant shall be responsible for any and all costs incidental to and arising out of any relocation.

- B. Except as otherwise provided in this Agreement, seniority or service in the employ of the City of Hamilton shall commence as of the effective date of the employee's appointment within the classified service of the City of Hamilton, Ohio.
- C. Members of the Bargaining Unit employed at the Greenup Hydroelectric Generation Plant shall be subject to applicable provisions of Ohio State Law and the Charter of the City of Hamilton, Ohio. Members shall also be subject to applicable Ordinances of the City of Hamilton, Ohio; except as otherwise modified by the terms and conditions of this Agreement.
- D. The parties agree that it was the intent to incorporate into this contract all relevant sections of the Memorandum of Agreement Between the City of Hamilton! Ohio and Local 20 International Union of Operating Engineers (AFL-CIO) as to the Greenup Hydroelectric Plant (Franklin Furnace, Ohio). Said document was effective March 1, 1987 to February 28, 1990.

Should any omission be discovered, or any disagreement arise as to employees of the Greenup Hydroelectric Plant (other than specifically negotiated changes), the parties hereby agree to use the above-noted memorandum to define intent.

ARTICLE XIV. UNEMPLOYMENT COMPENSATION

Employees of the City of Hamilton 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 XV. CHANGE TO OPERATIONS

Section 1. Layoff & Recall

When it becomes necessary, due to a lack of work or funds or job abolishment, to reduce the number of employees in the Bargaining Unit, the Employer shall determine the number of positions by classification and the following layoff procedure shall be followed.

The employer shall notify the employee with the least total continuous seniority from most recent date of continuous hire as a permanent employee with the City of Hamilton that they

are to be laid off.

The employer shall lay off in the following order. First, employees holding appointment in categories of temporary, intermittent, temporary part-time, seasonal, provisional, casual and probationary and then permanent.

Bumping Rights. Employees may displace (bump) the least senior bargaining unit Employee in a lower classification in the same classification series provided that the Employee has more seniority than the Employee displaced and provided that the employee doing the bumping had previously held the lower class by a permanent or temporary appointment of at least 60 consecutive calendar days. In each case, the employee must be presently qualified to perform the work.

Such bumping rights shall occur in units represented by the IUOE, Local 20. In addition, persons who had previously held the position of Meter Reader shall be permitted to bump into the Metering unit.

Classification Series. Not more than 90 days after the signing of this agreement, the work-site Labor Management Committee within each division shall develop a classification series ladder which shall include all of the positions utilized in that work unit. Each series shall be arranged to show which classes are lower and the line of progression if an employee is bumping down.

Preferential Hiring List. The City shall establish a Preferential Hiring List which shall remain in existence for two years following any layoff. The list shall be in the order of total City seniority. In the event that the City determines that it will fill any positions normally filled by open means, the City shall offer the available work first to the topmost person on the Preferred List who is fully able to do that work. The list shall be used to fill vacancies in positions which include, but are not limited to, Laborer, Building Service Worker and Maintenance Worker.

Any person who has been passed over on a Preferred Eligibles list because he/she was not capable of performing a particular job shall remain on the list for consideration if other openings occur. A person who has declined appointment shall be removed from the list.

The employer shall give the effected employees fourteen (14) calendar days written notice of their layoff unless a longer time frame is otherwise required by statute.

Employees who are laid off shall have recall rights to the position from which they 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 ten (10) calendar days from receipt of the notice to return to work. An employee failing to return to work within ten (10) 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. Each employee who may have an interest in any position unrelated to the classification series from which he/she was displaced, shall

provide the Department of Civil Service with an updated listing of qualifications, credentials and types of interest.

In the event of a tie among two or more Employees with respect to the order of layoff or recall, the affected Employees shall draw lots, according to a mutually agreed procedure, to determine the order of layoff or recall.

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, notwithstanding any contrary provision of the Ohio Revised Code or rules of the Hamilton Civil Service Commission.

Section 2.

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 employee so affected.

The Municipality will provide the Union with a thirty (30) day advance written notice of pending layoff(s).

Section 3.

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 XVI. DISCRIMINATION

The Parties agree that all persons shall receive equal employment opportunities regardless of race, color, religion, creed, sex, national origin, handicap status, membership or nonmembership in a labor organization, grievance activity, and otherwise within the framework of federal law regarding age discrimination.

The Municipality shall have the right to use its own discretion in the matter of choosing employees for attendance at training courses.

ARTICLE XVII. LABOR RELATIONS - A CONTINUOUS PROCESS

Section 1.

The parties agree that in the interest of promoting harmony and understanding, periodic meetings will be conducted involving the management of its various operations and its

divisions with the elected representatives and Business Manager of Local 20, IUOE.

Appropriate agenda items may include matters relating to safety, productivity and cost control within the work environment.

Section 2.

In view of the diversity of operations falling within the scope of the Bargaining Unit, the parties recognize the value in the development of certain policy guidelines which act to interpret provisions of this Agreement and facilitate their application to questions or issues peculiar to a specific area of the Bargaining Unit.

It is the intent of the Parties that all such interpretive guidelines be developed with the direct involvement of the Business Manager of Local 20; and the City's designated representatives.

No such interpretive guideline shall be in contravention to any provision of this Agreement.

ARTICLE XVIII. LONGEVITY

Section 1. Employees covered by this Agreement shall receive longevity pay based upon length of continuous service from most recent date of hire.

Longevity pay benefits recognizing length of continuous service from most recent date of hire by the Municipality shall be as follows:

<u>Years of Continuous Service</u>	<u>Longevity Benefit</u>
Four (4) years through eight (8)	\$150
Nine (9) through fourteen (14) years	\$175
Fifteen (15) through nineteen (19) years	\$225
Twenty (20) through Twenty-Four (24) years	\$275
Twenty-Five (25) years and over	\$325

Section 2. Eligibility for longevity pay shall commence in the calendar year of the employee's employment anniversary date since most recent date of hire. For the sole purpose of determining longevity pay, service on military leave since most recent date of hire shall be included in determining the length of years of continuous service.

Section 3. Payment for longevity will be made by separate check in December of each calendar year as a lump sum to employees on payroll status at that time.

Section 4. Longevity for partial year payments to employees who are separated for reasons of resignation, dismissal, layoff, or retirement or to the estate of the deceased employee shall be computed by dividing the eligible benefit amount by twelve (12) and multiplying that amount by the number of months of completed service in the calendar year in which separation occurs.

To receive credit for a service month, the employee shall have worked in that month.

ARTICLE XIX. GENERAL WAGE, RATE/CLASS ADJUSTMENTS

Section 1. General Wage Rate Adjustment

- A. Effective at the beginning of the pay period that includes September 1, 2010 there shall be no general wage increase (0%).
- B. Effective on September 1, 2011, a lump sum payment of \$1,000 shall be paid to each employee who is an active employee as of the end of the pay period immediately preceding September 1, 2011. Such payment shall be made on the regular payroll date immediately following September 1, 2011.
- C. Effective on September 1, 2012, a lump sum payment of \$1,000 shall be paid to each employee who is an active employee as of the end of the pay period immediately preceding September 1, 2012. Such payment shall be made on the regular payroll date immediately following September 1, 2012.

Provided, following the date of execution of this collective bargaining agreement through its termination date, should any strike eligible bargaining unit negotiate an annual wage increase or lump sum payment in lieu of an annual wage increase that takes effect during the term of this agreement and that is different than those referenced above, such increase or lump sum payment in lieu thereof shall be applied to this bargaining unit instead of the payments referenced above.

Section 2. Training Stipend

Persons actually performing the cross-training of other employees will receive a fifty cent (\$.50) per hour training stipend. This amount shall be a flat pay supplement which is applied when the worker is actually involved in training another person and shall not be compounded by other premium pays, overtime, or shift differential.

ARTICLE XX. SAVINGS CLAUSE

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

ARTICLE XXI. NO STRIKE OR LOCKOUT

- A. No employee, during the term of this Agreement, shall engage in any strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing), or any other interference with the work and statutory functions or obligations of the Employer.
- B. Neither the Union nor its officers or agents, during the term of this Agreement, shall in any way authorize, institute, aide, condone, or participate in any strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar

refusal to perform work, picketing (except for lawful informational picketing), or any other interference with the work and statutory functions or obligations of the Employer.

- C. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing) or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:
- 1) Publicly disavow such action by the Employees;
 - 2) Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
 - 3) Notify Employees, including its local officers and representatives, of its disapproval of such action and instruct such Employees to cease action and return to work immediately.
 - 4) Post notices on Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.
- D. In addition to any other rights and remedies provided by law, and notwithstanding any provisions of O.R.C. Chapter 4117 to the contrary, the Employer may discharge or otherwise discipline an Employee, subject to the grievance and arbitration procedure of this Agreement, for a violation of his/her obligations under this Article.
- E. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- F. Upon expiration of this Agreement and expiration of the impasse resolution procedures of this Agreement or applicable provisions of R.C. 4117, the Employees, after 10 days' written notice, will have the right to strike as provided by law.

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

Consistent with interest, as expressed by the Local 20 Committee, City will proceed to develop a program whereby employer will "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.

It is understood that implementation of said program cannot be retroactive.

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 XXIII. 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 taking the vacant position receives an increase in wages, and it shall be considered a transfer if the bargaining unit member does not receive an increase in wages. The filling of a vacancy with a bargaining unit member shall not be deemed an original appointment.

Qualified bargaining unit members 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 the employer shall post a notice in each division covered by this agreement for a period of not less than 10 days. An employee interested in the position shall notify the employer of his/her interest on a proper form provided by the employer not later than five (5) days after the conclusion of the posting period.

Section 3. 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 and the appointing authority has complied with Article XXV, 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.

Section 4. 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 5. The City may temporarily fill any bargaining unit position pursuant to Article XIII pending the bidding and filling provisions of this Article.

Section 6. 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.

ARTICLE XXIV. SAFETY INSPECTION **CPR TRAINING**

The Employer agrees to request a safety inspection by a state or federal agency of its choosing during the term of this contract. Results will be posted on the bulletin board.

Additionally, the City will make training available, on a voluntary basis, to members of Local 20 as to CPR emergency procedures.

ARTICLE XXV. TRANSFERS AND VOLUNTARY DEMOTIONS

Section 1. An employee wishing to transfer, or to take a voluntary demotion, within his/her classification, or pay range, from one division to another, may request a transfer, or demotion, in writing through the Personnel Department. Transfers of bargaining unit personnel shall be governed by the provisions of this Agreement; civil service law and regulation shall not apply. Employees transferred to another division will begin anew their seniority status relative to this position as it relates to the employees in the division to which they are transferred. Transferred employees will not lose their seniority status relative to the general benefit plans of the city.

Section 2. Employee transfer requests will be valid for a period of one (1) year from the date of the written request. Such requests may be renewed for additional annual periods.

Section 3. I.U.O.E. bargaining unit members shall be given priority consideration for transfer to positions which occur within the bargaining unit, before other city employees or outside appointees are offered the positions. However, nothing contained herein shall be construed as giving priority consideration to transferees over other bargaining unit employees.

ARTICLE XXVI. DISCIPLINE

Bargaining unit members may be disciplined for just cause. Discipline includes a recorded oral warning, a written reprimand, suspension, demotion and discharge. No bargaining unit member shall be suspended, demoted or discharged without first receiving a pre-disciplinary hearing before his/her respective Superintendent. Actions of suspension, demotion or discharge may be issued only by the Director. Recorded oral warnings and written reprimands may be issued by the Superintendent, and/or the Director. All discipline must meet the burden of just cause and subject to the grievance procedure. Discipline shall be issued in a progressive manner, except when the misconduct is of such a serious nature that a more severe penalty would be appropriate. New employees serving an initial probationary period may be disciplined, or removed, and shall have no right of appeal or

review under this contract.

ARTICLE XXVII. 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 August 31, 2013, unless either party gives written notice to the other party in accordance with the provisions of Ohio Revised Code at 4117.14(B).

Section 2. 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, the parties shall have the respective rights as follows:

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 3 of this Article, ten (10) days, or more, prior to October 1. 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 3. 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:

Terry Ware, Sr., Business Manager
IUOE, Local 20
1150 W. Eighth St., Suite 205
Cincinnati, Ohio 45203

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:

Timothy Werdmann
Law Department
One Renaissance Center, Suite 710
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 4. 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 14th day of July 2011.

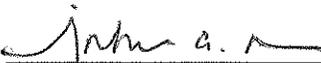
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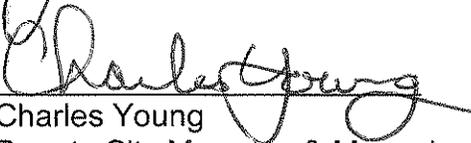
**LOCAL 20,
INTERNATIONAL UNION OF
OPERATING ENGINEERS**

CITY OF HAMILTON, OHIO


Terry Ware, Sr., Business Manager
Local 20, I.U.O.E.


Joshua A. Smith 7/11/11
City Manager


Gary Schweinfest
District Representative


Charles Young
Deputy City Manager & Managing Director of
Operations


Tony Poehard
Acting Director of Electric


Richard Engle
Acting Public Works Director


Jim Collins
Director of Underground Utilities


Timothy Werdmann
Assistant Law Director

APPENDIX A
GRIEVANCE PROCEDURE

SECTION 1.

A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement. Any employee covered by this Agreement having a grievance shall process it in the following manner:

STEP 1.

The issue shall be verbally presented by the employee to his/her immediate supervisor or foreman within ten (10) weekdays of the date of occurrence. At this discussion, either the employee or the supervisor may arrange for the appropriate shop steward to be present. The Supervisor shall provide his/her disposition within seven (7) weekdays.

STEP 2.

If no agreement is reached at Step 1, the grievance shall be reduced to writing (showing date of STEP 1) by the employee, signed, endorsed by the shop steward and presented in triplicate to the superintendent (within five (5) weekdays after its disposition by the Supervisor). The Superintendent shall note his/her disposition of the grievance, in the space provided, and return the grievance no later than five (5) weekdays following the presentation of the grievance. If requested by either party, a meeting may be held to introduce and question persons familiar with the facts of the grievance. If the union or superintendent requests an extension of time, within the initial five (5) weekday period, an agreed upon extension not to exceed thirty (30) weekdays may be granted. This extension is to be put into writing by the requesting party and given to the other and signed by both parties.

STEP 3.

Any grievance that progresses to Step 3 shall be presented to the appropriate Director, or his/her authorized representative by the shop committee member within five (5) weekdays after its disposition by the superintendent. Upon receipt of the grievance, a meeting shall be arranged between Union and Director and held within fourteen (14) days. However, if the Union or City specifically requests an extension of time, within the initial five (5) weekday period, an agreed upon extension not to exceed thirty (30) days may be granted. Disposition of Director shall be issued within twelve (12) weekdays.

At this meeting, both parties may be allowed to introduce and question persons familiar with the facts of the grievance. The Union may be represented by Officers of the International Union or Legal Representative, if it so desires. The Director may call upon the Director of Law and other City personnel for assistance. The Union grievance report shall include a statement by the Union explaining the basis for appeal from the Superintendent's action.

STEP 4.

The Union may, within fifteen (15) calendar days of receipt of the Director's disposition of the grievance, elect to invoke arbitration by directing a written demand therefore to the

Municipality. In the event that the Municipality claims, in accordance with the definition of a grievance set forth in this Section 1 of this Article IV of this Agreement, that the Union is violating or failing to comply with this Agreement, the Municipality may invoke arbitration of such claim directly under this Step 4 by written notice to the Union; provided, however, that the Municipality shall not be required to invoke arbitration hereunder as a precondition to invoking any other rights or remedies it may have against the Union for violation or failure to comply with this Agreement.

Subject to the scope of the authority conferred upon the Arbitrator by the Union and the Municipality under Section 2 of this Article IV of this Agreement, the disposition of the grievance by the Arbitrator shall be final and binding on the Municipality, the Union and the grievant and shall be enforceable in such manner as arbitration awards are customarily enforceable in accordance with Ohio Revised Code Section 4117.09 as amended from time to time, or any subsequently enacted statute of similar intent. The arbitrator shall be selected from a panel of arbitrators established by agreement of the parties.

The fees and expenses of the arbitrator shall be borne equally by the parties. If a grievance is withdrawn from arbitration by the Union, employee or Employer, prior to an arbitration award but after arbitration expenses have been incurred, such expenses shall be paid by the party withdrawing the grievance. If the grievance is settled, by agreement of the parties after arbitration expenses have been incurred, but prior to an arbitrator's award being issued, such expenses shall be shared equally by the Employer and the Union.

SECTION II.

The arbitrator shall have the authority to decide any dispute between the parties or between the Municipality and the grievant with respect to: (1) the meaning of this Agreement or any part hereof, or the application this Agreement or any part hereof to a particular set of facts; and (2) as to whether disciplinary terminations, suspensions, reductions or demotions, subject to the requirements of cause, as defined by Ohio Revised Code Section 124.34 as amended from time to time or any subsequently enacted statute of similar intent, imposed on a particular employee was imposed for cause as so defined. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.

Except for the conduct and grading of civil service examinations involving initial appointments of employees of which issues are reserved for resolution by the Civil Service Commission, the grievance and arbitration process provided herein shall be the sole and exclusive remedy available to employees and the Union concerning questions of contract interpretation and the resolution of grievances concerning disciplinary suspensions, terminations, reductions and demotions as provided by O.R.C. Section 4117.10(A).

SECTION III. GUIDELINES FOR EFFECTIVE PROCESSING

A weekday shall mean Monday through Friday exclusive of fixed-date City holidays.

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

In the absence of the Union Representative or either party to the Grievance Procedure, the party whom he/she represents may designate an alternate to act in his/her place.

Both City and Union representatives will acknowledge receipt of a grievance or management response in writing. Such acknowledgment will be properly signed and dated.

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 automatically move to the next step upon expiration of the response period.

In no event shall an employee or Union representative leave his/her work for grievance purposes without first notifying and obtaining the approval of his/her immediate supervisor. The Supervisor in turn shall make every effort to provide for the relief of the employee, if such is required.

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.

The Union and Management recognize the value of early involvement of the parties in the processing of grievances. Accordingly, the Municipality will afford the International Business Representative the right to visit a plant facility with advance notification to plant management for the purpose of gathering data and facts. Meeting spaces to accommodate private discussions with the Shop Steward will be provided.

Visiting rights are not intended to give rise to employee meetings or interfere with the operations of the facility. An employee may be released for such discussions only with prior approval of management.

This provision shall not substitute for nor be used in lieu of any existing step in the Grievance Procedure. The sole intent is to facilitate fact-finding in conjunction with the processing of grievances.

APPENDIX B

- A. Effective January 1, 2011 the Health Care Plan recommended by the Joint Subcommittee is summarized below. Use of Network providers results in the higher level of benefits. Use of non-network providers results in a lower level of benefits.

Plan design :

	NETWORK	NON-NETWORK
Deductible	\$2500 Ind. \$5000 Fam.	\$4500 Ind. \$9000 Fam.
Out-of Pocket Max	\$3000 Ind. \$6000 Fam.	\$5000 Ind. \$10000 Fam.
Lifetime Max	Unlimited	Unlimited
Preventative Care	Covered @ 100% (no deductible)	Deductible & 70% co-insurance
Office Visit	100% after deductible	Deductible & 70% co-insurance
In-patient Hospital	100% after deductible	Deductible & 70% co-insurance
Out-patient Hospital	100% after deductible	Deductible & 70% co-insurance
Emergency Room	100% after deductible	100% after network deductible is met
Urgent Care	100% after deductible	Deductible & 70% co-insurance
Prescript. Drug Retail	Deductible, then \$10/\$35/\$60	Deductible and co-insurance
Mail Order	Deductible, then \$10/\$30/\$60 (90 Days)	

B. A Dental Plan which covers the following:

Class I (Diagnostic and Preventative)	100%
Class II (Oral Surgery/Endodonic/Periodontic/Restorative)	80%
Class III (Prosthodontic)	80%
Class IV (Orthodontia)	60% (children to age 19)

Deductible of \$50/person/calendar year on Class II and III.

Maximums: \$2500/person/calendar year on Classes I, II and III.
\$1,000/lifetime on Class IV.

C. A network vision plan which provides:

	NETWORK	NON-NETWORK
Exams: (1 per 12 mo)	\$10 co-pay	Reimbursed up to \$35
Lenses: (1 pr per 24 mo)	\$25 co-pay	Range: up to \$25 -\$55
Frames: (1 pr per 24 mo)	\$100 allowance; 80% of balance over \$100	Up to \$50
Contacts Necessary Elective (1 pr per 24 mo)	No co-pay \$115 allowance	Up to \$200 Up to \$92

APPENDIX C

GREENUP: HOURS OF WORK

Section 1. Twelve (12) hours shall constitute a regular workday for persons assigned to the rotating shift schedule. Eight (8) hours shall constitute a regular workday for persons assigned to a maintenance or non-rotating work schedule.

Forty (40) hours shall constitute a regular workweek.

Determination of starting times shall be made by Management. Schedules may be changed by Management from time to time to suit changing conditions in the plants provided, however, that indiscriminate changes shall not be made in such schedules and provided further that such changes deemed necessary shall be made known publicly to all plant personnel seven (7) calendar days in advance of the proposed change.

Section 2. For purposes of administering the Fair Labor Standards Act, and in calculating overtime hours, the workweek shall be defined as starting:

1. For individuals assigned to shifts A or C at 12:00 Noon on Saturday.
2. For individuals assigned to shifts B or D at 12:00 Midnight on Saturday.
3. For individuals on a non-rotating (i.e., regular 8-hour day), the workweek shall commence at 12:01 a.m. on Saturday.

Each workweek shall end one hundred sixty-eight (168) hours later.

In the event that an employee's shift is permanently changed from those designated in group 1 above (A,C) to a shift in Group 1 (B,D) or vice versa, then an individually calculated accounting shall be made for that week in which the permanent change occurs. Said calculations shall begin with the end point of the old work schedule and shall conclude with the end point of the new workweek schedule. Any hours actually worked, during that period, which exceed 40 hours shall be paid at a rate of at least one and one-half time rate.

Section 3. Any employee called to work at any time other than his/her regular schedule or any employee reporting for work on his/her regular schedule who has not received notification not to report shall be guaranteed eight hours work at any job available, or in lieu thereof, four hours pay at his/her regular hourly rate.

Section 4. Excused time off from work will be calculated as part of the regular forty (40) hour work schedule.

Section 5. In the event of an official time change in connection with adjustments made for Daylight Savings Time, those affected employees shall be compensated according to the actual number of hours worked without reference to the official time change.

APPENDIX D

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into on this 2 day of September 2000 between the International Union of Operating Engineers Local 20 and the City of Hamilton, Ohio. The following language reflects the mutual agreement arrived at between Local 20 and City regarding changes only within the Water Production Division. All of the changes set forth below are done notwithstanding the existing Labor Agreement (effective 9-1-99 through 8-31-01), which remains in effect.

The changes set forth below are meant to supercede and replace any and all conflicting provisions of the existing Labor Agreement, including without limitation such matters as combination of named classifications into a new Utility Plant Relief Operator, a new rotating schedule, a new standby status arrangement and pager pay, and a new seniority standard for determination of vacation and overtime eligibility, and the like – all of which are specifically set forth below:

EFFECTIVE 9/2/2000, CITY SHALL:

1. Combine Water Plant Operator I, II and III classifications into Utility Plant Relief Operator classification with pay by OEPA license held (Utility Plant Relief Operators holding a Class III license to be paid at range 30-A; Utility Plant Relief Operators holding a Class II license to be paid at range 28-A; Utility Plant Relief Operators holding a Class I license to be paid at range 27). Employees will be started in the same step they then hold at the new pay range. For example, assume that a Class II operator with a Class II OEPA license in pay step 10 passes the test for a Class III OEPA license; that operator would be placed in step 10 at the higher pay range 30-A.

One Utility Plant Relief Operator would manage the SWTP on all shifts. The day shift would have an extra Operator if one is available without call in or overtime. If online, the NWTP would be operated by one Operator. Otherwise, the shift schedule will change to allow operation by one person on evenings, nights, weekend and holidays, for example. Required readings will be reduced to a lesser amount and meet OEPA requirements and assure consistent water quality. Samplings and frequency required for the Demonstration Studies will remain unchanged.

The second and third shift Utility Plant Relief Operator shall be equipped with a pager, portable public band radio and a cellular telephone and shall call into the Clerk Guard every other hour. Hamilton and Fairfield Police and Fire Divisions will have the front gate passcode for emergency entry to the SWTP.

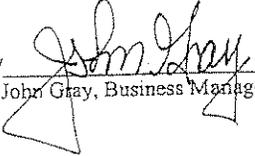
With the combining of classifications into Utility Plant Relief Operator, overtime assignments would be filled as per current contract language.

The complement of Operators would be reduced by three by attrition as retirements, resignations, and other reductions in employee numbers occur.

Instances of operational emergency, which require the assistance of an additional Operator, will be approved by Supervision before the call in occurs. Instances requiring the assistance of maintenance personnel require prior authorization, as is the current practice.

2. Until September 1, 2001, "grandfather" Mike Stokely, currently only a Class I OEPA license holder, for purposes of his being able to operate the plant with only a Class I license. This provides him up to two opportunities to test for the Class II OEPA license between now and September 1, 2001. If Mr. Stokely has not successfully completed the test to secure a Class II OEPA license by September 1, 2001, the grandfathering ends. If grandfathering ends without Mr. Stokely's having been able to secure a Class II OEPA license, City management agrees to meet and confer about this upon request of IUOE leadership.
3. The schedule (copy attached) is as distributed at the meeting between IUOE leadership and City Water Department management at the August 28, 2000, meeting, and all employees would rotate on a regular basis.
4. Relief is addressed by the schedule (copy attached) as distributed at the above-mentioned August 28, 2000, meeting with all Operators rotating on the shift schedule.
5. The designated Operator each week who is scheduled for standby status shall carry a pager provided by the City and which shall remain with that employee for the duration of that on call rotation. Also, that Operator shall: a) receive a \$75 pay supplement for the week in which carrying the pager and being on standby/on call status are required; b) be paid at the appropriate overtime rate in the event he/she is actually called in to work in which case the \$75 shall be deducted from actual overtime wages paid; and c) report to work within thirty minutes of receiving a page call. The standby Operator is ineligible for other overtime assignments.
6. For purposes of vacation and overtime eligibility, seniority in the combined Utility Plant Relief Operator classification will be determined by the following. Employees having the most years of continuous service in the classification of Water Plant Operator II descending down to those employees having the most years of continuous service in the classification of Water Plant Operator I.
7. Training allowance earned by Water Plant Operators prior to September 2, 2000, shall not be compensable; training allowance earned by Water Plant Operators on and after September 2, 2000, shall be compensable as per current contract language.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 20:

S/ 
John Gray, Business Manager

CITY OF HAMILTON, OHIO:

S/ 
Stephen E. Sorrell, City Manager

APPROVED AS TO FORM


DIRECTOR OF LAW
CITY OF HAMILTON, OHIO

APPENDIX E

This Memorandum of Understanding is entered into on this 1st day of September, 2004 between the International Union of Operating Engineers, Local 20 and the City of Hamilton, Ohio. The following reflects the mutual agreement arrived at between Local 20 and the City regarding certain changes to the maintenance functions at the Electric Power Plant. The provisions of this Memorandum of Understanding are meant to supercede and replace any and all conflicting provisions of the parties' collective bargaining agreement, but do not affect any existing provisions with which there is no conflict. The parties hereby agree to the following, effective September 1, 2004:

1. Possession of a Stationary Engineer Class III license will be a prerequisite for appointment or promotion into the classification of Maintenance Engineer and/or 1st Class Maintenance Mechanic; state certification will be required for promotion or appointment into the Maintenance Welder-Fitter classification.
2. The Maintenance Engineer classification will be a working foreman position, and will be eligible and able to perform all duties of the 1st Class Maintenance Mechanic position.
3. The classifications of Maintenance Engineer, Maintenance Welder-Fitter and 1st Class Maintenance Mechanic will all be placed on the same overtime list and will be equally eligible for overtime opportunities.
4. The classification of 1st Class Maintenance Mechanic will be raised from pay range 26 to pay range 29-A on Schedule F. The individuals in the classification of 1st Class Maintenance Mechanic at the time of the change will be placed at the same step within pay range 29-A as they held in pay range 26.
5. Vacancies in the above classifications will be filled in accordance with Article XXIII of the collective bargaining agreement.
6. Ted Brewer will be "grandfathered" and will be allowed to maintain his current position as a 1st Class Maintenance Mechanic without possession of a Stationary Engineer Class III license. If Mr. Brewer leaves the position of 1st Class Maintenance Mechanic at any point in the future, he will lose his "grandfathered" status and will be subject to the same qualifications as other employees should he wish to return to a 1st Class Maintenance Mechanic position.

HOURLY: SCHEDULE F

Classifications
Represented by
I.U.O.E., Local 20

CODE	CLASS TITLE	RANGE NO.
117.3	Auto. Equipment Operator I (Elec. Prod.)	20-A
125.2	Auto. Equipment Operator II (Util.)	23
125.2	Auto Equipment Operator II (Gas Water) [on/after 10-1-2003 if certified]	23-A
104.2	Building Service Worker (Utilities)	18
364	Chief Water Reclamation Maintenance Mechanic	30-A
343	Chief Water Reclamation Operator	29
365	Chief Water Plant Maintenance Mechanic	28-A
338	Chief Water Plant Operator	29
333	Compost Operator I	21-A
334	Compost Operator II	26
320	Electric System Operator	29-A
160	Electric Utility Service Representative	23
131	Gas Leak Surveyor	23
131	Gas Leak Surveyor [on/after 10-1-2003 if certified]	23-A
391	Hydro Plant Maintenance Supervisor	31
392	Hydroelectric Operator	25
329	Instrument Technician	29-A
108.2	Laborer (Public Utilities)	18
312	Lead Power Plant Utility Worker	25
183	Maintenance Welder-Fitter	30-A
114.3	Maintenance Worker (Water and Water Reclamation) [effective 9-1-2003]	22
114.4	Maintenance Worker (Water and Gas Distribution) [effective 9-1-2003]	22
6162	North Water Plant Operator	30-A
6182	Plant Operator	29-A
6181	Plant Utility Worker	24
359	Power Plant 1st Class Maintenance Mechanic	29-A
362	Power Plant Maintenance Engineer	31
130	Regulator Technician	23
130	Regulator Technician [on/after 10-1-2003 if certified]	23-A
161	Utilities Crew Leader	27
162	Utilities Meter Repairer I	20
163	Utilities Meter Repairer II	25
163	Utilities Meter Repairer II	

	[on/after 10-1-2003 if certified]	25-A
357	Utilities Plant Maintenance Worker	21
310	Utilities Service Representative	23
310	Utilities Service Representative	
	[on/after 10-1-2003 if certified]	23-A
311	Utilities Troubleshooter	24
311	Utilities Troubleshooter	
	[on/after 10-1-2003 if certified]	24-A
6163	Utility Plant Relief Operator (Class I license)	27
6163	Utility Plant Relief Operator (Class II license)	28-A
6163	Utility Plant Relief Operator (Class III license)	30-A
363	Water Reclamation Plant Maintenance Mechanic	27
341	Water Reclamation Operator I	24
342	Water Reclamation Operator II	28-A
366	Water Production Crew Leader	28-A
366	Water Production Crew Leader (Class III license)	30-A
327	Water Tender	29-A
318	Water Tender Assistant	24

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective through August 31, 2013

<i>RANGE</i>	1	2	3	4	5	6	7	8	9	10
15										
<i>Hour</i>	15.14	15.60	16.08	16.58	17.65	18.45	19.23	19.61	19.87	20.51
<i>Annual</i>	31,491	32,448	33,446	34,486	36,712	38,376	39,998	40,789	41,330	42,661
16										
<i>Hour</i>	15.43	15.95	16.45	16.94	18.01	18.86	19.64	19.87	20.23	20.74
<i>Annual</i>	32,094	33,176	34,216	35,235	37,461	39,229	40,851	41,330	42,078	43,139
17										
<i>Hour</i>	15.68	16.16	16.66	17.17	18.32	19.08	19.93	20.23	20.47	21.03
<i>Annual</i>	32,614	33,613	34,653	35,714	38,106	39,686	41,454	42,078	42,578	43,742
18										
<i>Hour</i>	16.02	16.43	17.00	17.48	18.61	19.43	20.25	20.47	20.76	21.37
<i>Annual</i>	33,322	34,174	35,360	36,358	38,709	40,414	42,120	42,578	43,181	44,450
19										
<i>Hour</i>	16.17	16.67	17.19	17.73	18.93	19.65	20.52	20.76	21.08	21.78
<i>Annual</i>	33,634	34,674	35,755	36,878	39,374	40,872	42,682	43,181	43,846	45,302
20										
<i>Hour</i>	16.35	16.87	17.41	17.93	19.10	19.97	20.84	21.08	21.49	22.23
<i>Annual</i>	34,008	35,090	36,213	37,294	39,728	41,538	43,347	43,846	44,699	46,238
20-A										
<i>Hour</i>	16.54	17.05	17.56	18.10	19.31	20.14	21.00	21.32	21.66	22.51
<i>Annual</i>	34,403	35,464	36,525	37,648	40,165	41,891	43,680	44,346	45,053	46,821
21										
<i>Hour</i>	16.67	17.19	17.71	18.26	19.45	20.30	21.17	21.49	21.95	22.75
<i>Annual</i>	34,674	35,755	36,837	37,981	40,456	42,224	44,034	44,699	45,656	47,320
21-A										
<i>Hour</i>	16.83	17.37	17.90	18.45	19.65	20.52	21.37	21.66	22.23	23.00
<i>Annual</i>	35,006	36,130	37,232	38,376	40,872	42,682	44,450	45,053	46,238	47,840

22

<i>Hour</i>	16.95	17.46	17.99	18.53	19.77	20.57	21.51	21.95	22.47	23.25
<i>Annual</i>	35,256	36,317	37,419	38,542	41,122	42,786	44,741	45,656	46,738	48,360

22-A

<i>Hour</i>	17.16	17.69	18.26	18.83	20.04	20.88	21.85	22.25	22.72	23.61
<i>Annual</i>	35,693	36,795	37,981	39,166	41,683	43,430	45,448	46,280	47,258	49,109

23

<i>Hour</i>	17.33	17.87	18.44	18.99	20.25	21.07	21.96	22.47	22.96	23.96
<i>Annual</i>	36,046	37,170	38,355	39,499	42,120	43,826	45,677	46,738	47,757	49,837

23-A

<i>Hour</i>	17.51	18.04	18.59	19.17	20.44	21.31	22.25	22.72	23.33	24.32
<i>Annual</i>	36,421	37,523	38,667	39,874	42,515	44,325	46,280	47,258	48,526	50,586

24

<i>Hour</i>	17.64	18.18	18.75	19.37	20.61	21.51	22.48	22.96	23.67	24.76
<i>Annual</i>	36,691	37,814	39,000	40,290	42,869	44,741	46,758	47,757	49,234	51,501

24-A

<i>Hour</i>	17.90	18.45	19.01	19.58	20.88	21.85	22.79	23.33	24.04	25.06
<i>Annual</i>	37,232	38,376	39,541	40,726	43,430	45,448	47,403	48,526	50,003	52,125

25

<i>Hour</i>	18.07	18.62	19.19	19.80	21.08	21.98	23.00	23.67	24.49	25.48
<i>Annual</i>	37,586	38,730	39,915	41,184	43,846	45,718	47,840	49,234	50,939	52,998

25-A

<i>Hour</i>	18.33	18.88	19.47	20.10	21.41	22.35	23.40	24.09	24.83	25.88
<i>Annual</i>	38,126	39,270	40,498	41,808	44,533	46,488	48,672	50,107	51,646	53,830

26

<i>Hour</i>	18.61	19.17	19.77	20.39	21.73	22.72	23.80	24.49	25.18	26.28
<i>Annual</i>	38,709	39,874	41,122	42,411	45,198	47,258	49,504	50,939	52,374	54,662

27

<i>Hour</i>	19.20	19.81	20.42	21.03	22.43	23.40	24.50	25.18	26.00	27.12
<i>Annual</i>	39,936	41,205	42,474	43,742	46,654	48,672	50,960	52,374	54,080	56,410

28

<i>Hour</i>	19.81	20.42	21.03	21.68	23.13	24.15	25.21	26.00	26.89	28.07
<i>Annual</i>	41,205	42,474	43,742	45,094	48,110	50,232	52,437	54,080	55,931	58,386

28-A
Hour 20.04 20.64 21.32 21.98 23.40 24.50 25.52 26.37 27.46 28.85
Annual 41,683 42,931 44,346 45,718 48,672 50,960 53,082 54,850 57,117 60,008

29
Hour 20.42 21.05 21.70 22.38 23.84 24.90 26.11 26.89 27.81 28.96
Annual 42,474 43,784 45,136 46,550 49,587 51,792 54,309 55,931 57,845 60,237

29-A
Hour 20.70 21.35 22.00 22.67 24.17 25.22 26.51 27.21 28.29 29.60
Annual 43,056 44,408 45,760 47,154 50,274 52,458 55,141 56,597 58,843 61,568

30
Hour 21.05 21.71 22.38 23.08 24.62 25.78 26.97 27.81 28.66 30.00
Annual 43,784 45,157 46,550 48,006 51,210 53,622 56,098 57,845 59,613 62,400

30-A
Hour 21.35 22.00 22.67 23.38 24.90 26.11 27.37 28.29 29.30 30.51
Annual 44,408 45,760 47,154 48,630 51,792 54,309 56,930 58,843 60,944 63,461

31
Hour 21.83 22.51 23.21 23.92 25.49 26.63 27.93 28.66 29.76 30.98
Annual 45,406 46,821 48,277 49,754 53,019 55,390 58,094 59,613 61,901 64,438

32
Hour 22.56 23.26 23.99 24.74 26.34 27.61 29.02 29.76 30.74 31.86
Annual 46,925 48,381 49,899 51,459 54,787 57,429 60,362 61,901 63,939 66,269

32-A
Hour 22.98 23.71 24.43 25.18 26.89 28.15 29.54 30.28 31.23 32.51
Annual 47,798 49,317 50,814 52,374 55,931 58,552 61,443 62,982 64,958 67,621