06-27-12
12-MED-02-0114
3065-03
K28703

AGREEMENT

BETWEEN

CITY OF HUDSON, OHIO

And

UTILITY WORKERS LOCAL 588

Effective May 1, 2012 through December 31, 2014

TABLE OF CONTENTS

ARTICLE PAGE NO.

ARTICLE 1 PURPOSE AND INTENT 1

ARTICLE 2 RECOGNITION 2

ARTICLE 3 MANAGEMENT RIGHTS 4

ARTICLE 4 HOURS OF WORK AND OVERTIME 7

ARTICLE 5 COMPENSATION 13

ARTICLE 6 HOSPITALIZATION AND LIFE INSURANCE 14

ARTICLE 7 APPRENTICESHIP PROGRAM 16

ARTICLE 8 BULLETIN BOARDS/UNION MEETINGS 19

ARTICLE 9 CREW LEADER PAY 20

ARTICLE 10 DISCIPLINE 21

ARTICLE 11 GENDER AND PLURAL 22

ARTICLE 12 GRIEVANCE PROCESS 23

ARTICLE 13 HEADINGS 28

ARTICLE 14 HOLIDAYS 29

ARTICLE 15 LABOR-MANAGEMENT COMMITTEE 31

ARTICLE 16 LAYOFF AND RECALL 32

ARTICLE 17 LEAVES OF ABSENCE 35

ARTICLE 18 MISCELLANEOUS PROVISIONS 39

ARTICLE 19 NON-DISCRIMINATION 42

ARTICLE 20 NO STRIKE/NO LOCKOUT 43

ARTICLE 21 PROBATIONARY AND TEMPORARY APPOINTMENTS 45

ARTICLE 22 SENIORITY 47
ARTICLE 23 SICK LEAVE 49
ARTICLE 24 UNIFORMS AND EQUIPMENT 56
ARTICLE 25 UNION DUES AND CHECK-OFF 58
ARTICLE 26 VACANCIES AND JOB POSTINGS 60
ARTICLE 27 VACATIONS 63
ARTICLE 28 CONFLICT WITH LAW AND SEPARABILITY 65
ARTICLE 29 SUPERVISORS WORKING 66
ARTICLE 30 DURATION 67

ARTICLE 1

PURPOSE AND INTENT

This Agreement (the "AGREEMENT") is hereby entered into by and between the CITY OF HUDSON (the "CITY") and Utility Workers Union of America Local 588 (the "UNION"). It is the intent and purpose of the parties hereto that the Agreement will promote, improve and maintain harmonious relations between the Union and City, and to set forth herein the complete agreement between the City and Union as to rates of pay, hours of work, and conditions of employment to be observed between the parties hereto. Both parties agree to abide by the agreement and mutual understandings during its term, it being the purpose to settle all difficulties without disturbance of efficiency and harmony in the workplace.

(1) To promote individual efficiency and service to the City; and avoid interruption and interference with services to the community in that the parties mutually recognize that the services provided are critical to the health, safety and welfare of the citizens of Hudson;

(2) To avoid interruption or interference with the efficient operation of City government and services; and

(3) To provide a basis for the resolution of matters of mutual concern through amicable discussion.

ARTICLE 2

RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board in case number 99-REP-03-0045, dated January 14, 2000, including employees in the following classifications: Lineworker III, Lineworker II, Lineworker I, Senior Lineworker, Inventory Purchasing Specialist, Electrical Technician, Substation Electrician, Substation Technician II, Electric Operational Specialist, Electrical Design Technician, and Ground Technician.

Section 2. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit subject to the following. Should the City create a new position or reclassify a position presently in the bargaining unit, the City agrees to meet with the Union within thirty (30) days to discuss the inclusion or exclusion from the bargaining unit, subject to the restrictions in Section 3. If the parties are unable to agree to the status of the position, the issue shall be subject to appeal by the Union to the State Employment Relations Board pursuant to Chapter 4117 ORC and the SERB rules and regulations.

Section 3. Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, student and other part-time employees, whose primary purpose is education or training or who work no more than twenty (20)

hours/week and who are employed for no more than six (6) months during any twelve (12) month period, shall be excluded from the bargaining unit.

Section 4. Newly hired probationary employees shall not be eligible to file a grievance under this Contract for any disciplinary, layoff or discharge action taken by the City during their probationary period.

Section 5. The City agrees that if it sells, assigns, or otherwise transfers, on a permanent basis, all or a portion of its Electric Division operations to any other entity, such sale, assignment, or transfer shall be contingent on the agreement of such entity to recognize the Union and be bound by the terms and conditions set forth in this Agreement. The City will provide the Union with those documents necessary to demonstrate compliance with this provision as soon as practicable after the intent to transfer is made public.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the City reserves and retains, solely, exclusively and without recourse to negotiations, all rights, powers and authority, including the right to determine and fulfill the mission of the City, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

(a) To determine matters of inherent managerial policy which include policy areas of discretion such as the functions and programs of the City, standards of service, overall budget, utilization of technology and organizational structure;

(b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance (the City shall supply these in printed form to the Union and each employee, and any changes shall be communicated in advance to the Union);

(c) To determine the size, composition and adequacy of the workforce;

(d) To establish and determine job qualifications and duties and to establish the education and training requirements;

(e) To establish or modify job classifications;

(f) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend and discharge employees for just cause;

(g) To consolidate, merge, or otherwise transfer any and all City facilities, property, functions or work to other divisions within the City, or to any other municipality

or entity; and to affect or change, in any respect, the legal status or responsibility for management of such facilities, property, functions or work;

(h) To lay off employees;

(i) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;

(j) To determine location of facilities and to introduce new and/or improved equipment and methods;

(k) To subcontract;

(l) To determine the financial policies and procedures of the City, including the exclusive right to allocate and expend all funds of the City; and

(m) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration.

Section 2. If a decision to subcontract work will result in job loss or a reduction in regularly scheduled hours for employees, the City will provide thirty (30) days' notice to the Union and will negotiate over the decision and its effects with the Union. Said negotiations will begin within five (5) days of the Union notifying the City of its desire to negotiate.

The Union will be provided an opportunity to demonstrate that the existing bargaining unit can perform the subject work in an economically and operationally equivalent (or better) manner. If so demonstrated, the City will accept the Union's alternative. The Union can grieve the application of this provision.

Section 3. Notwithstanding 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects, including, but not limited to, those enumerated above, reserved to and retained by the City under this Article. Therefore, the Union agrees that, during the term of this Agreement, it expressly waives the right to bargain collectively regarding any matters reserved to and retained by the City pursuant to either Section 4117.08(C) of the Ohio Revised Code or pursuant to this Article. Further, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Chapter 4117 of the Ohio Revised Code or pursuant to this Article.

ARTICLE 4

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work.

(A) Except as provided in paragraph (C) of Section 3 of this Article, the regular City workweek is forty (40) hours Monday through Friday; the regular workday is eight (8) hours; and the regular work year is 2,080 hours. The regular work day will be 7:00 a.m. to 3:30 p.m. Nothing in this Section shall be interpreted to preclude the City from establishing part-time positions for the purposes of promoting efficient operations and improved service. The Union acknowledges and agrees that this Section does not constitute a guarantee by the City of the minimum or maximum number of hours that employees may be required to work in a day, a week or a year.

(B) For purposes of this Agreement, the City workweek shall begin at 12:01 a.m. on Monday of each week and shall end at 12:00. midnight on the following Sunday. All bargaining unit employees shall report to work at the time specified by their respective work unit supervisors and shall remain at work for a period of at least eight hours on each regular workday. Such eight hour period shall not include the lunch period, for which bargaining unit members shall not be paid and during which bargaining unit members shall not be considered to be at work.

Section 2. Lunch Periods. Each employee in the bargaining unit is entitled to a lunch period during each day that he or she is at work for at least eight hours. Employees shall not receive pay for their lunch periods, and time spent in a lunch period shall not be considered as time during which an employee is at work for purposes of this Article. City vehicles or

equipment shall not be used by employees during their lunch periods unless such use is specifically approved by the appropriate division superintendent.

Section 3. Overtime.

(A) Except as provided in paragraph (C) of this Section, overtime shall be defined as time that a bargaining unit employee is at work in excess of forty (40) hours in a given workweek, or in excess of eight (8) hours in a given work day. For purposes of this Section, paid leave used during a work week and time spent in in-service training (if approved by the City) shall count as at work time. However, an employee who has been scheduled to work overtime as of the end of the previous workday, and who takes paid leave on the day on which the overtime is scheduled, shall have that amount of paid leave counted against the overtime hours worked on that day. The City shall be the sole judge of whether it is appropriate for an employee to work overtime; and all time spent at work beyond eight hours on a regular workday, or any time spent at work on a weekend or holiday, must be approved by the appropriate division superintendent or designee. If hours at work in excess of the established amount are not approved by the appropriate division superintendent or designee, they shall not be counted in determining whether an employee is eligible for overtime pay for a given workweek or biweekly period as applicable.

(B) When an employee is required by the City to be at work for more than forty hours in a workweek or eight (8) hours in a work day, he or she shall be paid overtime pay at the rate of one and one-half (l½) times that employee's regular hourly rate of pay for every hour or part of an hour that the employee was at work beyond forty hours in that week or eight (8) hours in a work day, and, except for employees assigned to Stand-By, two (2) times the regular rate of pay

for hours worked on a Designated Holiday that are outside an employee's regular work day hours, as defined in Article 4, Section 1 (before 7:00 a.m. and after 3:30 p.m.). Time during which an employee is not considered to be at work (e.g. lunch periods) shall not be counted in determining whether an employee is eligible for overtime pay. Overtime pay shall in no event be compounded, or combined in any fashion, or otherwise paid twice for the same period of time.

(C) Overtime shall be equalized amongst qualified employees in accordance with current practice unless otherwise changed by the parties. Where not enough qualified employees have volunteered to work requested overtime, employees will be assigned to work the overtime on the basis of inverse seniority.

(D) An employee who is offered overtime and refuses that offer, shall be credited on the roster with the amount of overtime hours worked by the employee who next accepts the opportunity. In the event the refused overtime is not offered further or not worked such refused overtime will not be charged. A negative contact (as defined below) shall be considered a refusal for purposes of this Section.

(E) A negative contact is defined as an attempt to contact an employee that results in any of the following: no answer at the employee's residence, reaching a machine recording, or the employee being otherwise unavailable.

(F) Employees may choose to receive overtime in either compensation or in compensatory time at the same time and one-half (1½) rate. An eligible employee may accumulate compensatory time up to sixty (60) hours, after which point all overtime shall be paid as earned. It shall be the responsibility of the department manager to determine the use of compensatory time so that the necessary services of the City can be maintained.

Section 4. **Call-in Pay.** Employees called in to work at a time not contiguous to the end or the beginning of their regular workday or more than two (2) hours before the beginning of their regularly scheduled workday or scheduled overtime assignment, shall be entitled to at least four (4) hours of call-in pay, which pay shall begin when contact is made between the employee and the City and shall be paid at the same rate as overtime pay. Employees who are called in and spend more than four (4) hours at work as a result, will be eligible for overtime pay at the established rate and paid on the basis of actual time spent at work after call-in. If an employee is called-in to work on a City holiday (as defined in Article 8), that employee will receive his or her regular paid holiday pay, plus the appropriate amount of call-in pay, as provided in this Section. Call-in pay shall apply each time an employee is called in, is released, and is called in again.

Section 5. **Stand-by Pay.** The appropriate manager or superintendent of each City department or division, or that persons designee, shall designate qualified employees to serve in a stand-by status, in a regular rotation.

(A) An employee so designated shall receive "stand-by" pay in the amount of three (3) hours at the rate of one and one-half (1½) times his/her regular hourly pay for every day that the employee serves on "stand-by" on weekdays and three (3) hours at the rate of one and one-half (1½) times his/her regular hourly pay for every day that the employee serves on "stand-by" on Saturday or Sunday, or on a holiday.

(B) If an employee in a "stand-by" status is also called-in to work after regular hours in accordance with Section 3 of this Article, he or she will receive "call-in" as well as "stand-by" pay.

(C) If an employee serves in a "stand-by" status on one of the City holidays established in Article 8, that employee shall be entitled to regular holiday pay, plus an additional paid day off.

Section 6. **Emergencies.** Notwithstanding Sections 3 and 4 of this Article, the City may require any bargaining unit employee to report to work to respond to an emergency situation. The City shall determine when an emergency situation exists, and the City shall have the sole discretion to determine which bargaining unit employees have the appropriate technical expertise to respond to given emergencies. Employees required to work outside of regular workday hours in response to an emergency shall be entitled to either overtime pay or call-in pay, as the circumstances warrant, and shall be compensated for the additional time spent at work at the established rates.

Section 7. **Earned Rest.** An employee who works in excess of sixteen (16) continuous hours, or in excess of sixteen (16) hours out of the preceding twenty-four (24) hours, without at least eight (8) continuous hours off, shall be entitled to a rest period of eight (8) continuous hours upon being released from duty. For all hours worked (other than scheduled overtime and/or snowplowing overtime) in excess of those sixteen (16) hours, an employee will be paid two (2) times his regular straight time rate. An employee will be paid his regular straight time rate for the time any rest period falls within his regularly scheduled work hours and will report to duty, unless properly excused at the conclusion of the rest period, if the rest period expires during his regularly scheduled hours.

Section 8. **Meals.** Meals may be provided in overtime and/or call-out situations in excess of eight (8) hours and every five (5) hours thereafter, at the Superintendent's or his

designee's discretion, as provided for in the City of Hudson's purchasing guidelines, and at the Superintendent's reimbursable expense. In the event of an overtime situation where employees work beyond their regular workday ending time, meals may be provided, at the Superintendent's or his designee's discretion, after eight (8) hours has elapsed since the lunch break.

Section 9. **Mutual Aid.** An employee performing service restoration outside the City's service area shall be paid two (2) times their regular straight time rate of pay for all hours worked, or double his regular straight time rate of pay when such work is performed on a Sunday, outside his regular schedule on a holiday, or is in excess of sixteen (16) hours in any twenty-four hour period when the employee has not received eight (8) continuous hours of rest. Mutual Aid hours shall be equalized among qualified employees in accordance with current practice unless otherwise agreed by the parties.

ARTICLE 5

COMPENSATION

The applicable salary schedules shall be increased as follows:

- Effective January 1, 2012: 0% increase
- Effective January 1, 2013: 1.5% increase
- Effective January 1, 2014: 1.5% increase

(See, Appendix A).

ARTICLE 6

HOSPITALIZATION AND LIFE INSURANCE

Section 1. After thirty (30) days from date of hire, each regular full-time employee of the City shall be eligible to enroll in the health plan (medical, dental, vision, and prescription) offered by the City.

Employees who can demonstrate that he or she has alternate health insurance may elect to opt-out of the City Plan and receive payment of one-half (1/2) the amount of the monthly premium the City would have otherwise paid for that employee's benefit.

The City will pay the premium for a $50,000 (or more) life insurance policy and Accidental Death & Dismemberment policy for each regular full-time employee.

Section 2. The City may change carriers, benefits or coverage levels. However, prior to making any such changes the City will first meet with the Union, provide relevant information and consider any suggestions offered by the Union. Further, upon request, the City will meet with the Union approximately six (6) months into the plan year to review the health insurance plan costs and any related problems. Throughout the term of this Agreement, the City shall provide the same health insurance policies and level of benefits for the bargaining unit that are in place for non-bargaining unit employees, including management employees.

Section 3. Should the City require employee premium contributions, such contributions for all employees covered by this Agreement shall not exceed $100.00/month for single coverage and $200.00/month for employee and spouse, employee and child(ren), or family coverage for calendar year 2012. Effective January 1, 2013, employees shall pay 11.5% of the premium contribution for employee and spouse, employee and child(ren), or family coverage.

Effective January 1, 2014, employees shall pay 13% of the premium contribution for employee and spouse, employee and child(ren), or family coverage. Moreover, any contributions shall not exceed those required of the City's non-union employees.

ARTICLE 7

APPRENTICESHIP PROGRAM

Section 1. Entry-Level -- Electrical Technician Classification:

(A) The entry-level position for the Apprenticeship Program shall be the position of Electrical Technician.

(B) The incumbent in this position shall have the mechanical aptitude to be able to advance into the Lineworker III level of the program.

Section 2. Level Two -- Lineworker III Classification:

(A) The incumbent in this position must serve a minimum of 4,000 hours or two (2) years.

(B) The incumbent must satisfactorily pass proficiency examinations in the Merchant Program or the equivalent of an on-the-job training program approved by the Superintendent of Hudson Public Power.

(C) The incumbent must be evaluated satisfactorily by his immediate Supervisor and this evaluation must be approved by the Superintendent of HPP, Director of Public Works and the City Manager.

(D) The incumbent shall be evaluated in the following areas:

- Mechanical ability
- Climbing ability
- Attitude toward job, supervision and co-workers
- Knowledge of job and safety practices

- Merchant's training program competency or equivalent on-the-job training program competency

(E) Following a satisfactory evaluation and with the recommendation of the Superintendent of HPP and concurrence of the Department Director and the City Manager, the incumbent then moves from Level III to Level II in the Lineworker classification.

Section 3. Level III -- Lineworker II Classification:

(A) Incumbent in this position must serve a minimum of 8,000 hours or four years; 4,000 hours and two years must be served at Level III; 4,000 hours and two years must be served at Level II.

(B) Incumbent must satisfactorily pass proficiency examinations in the Merchant Program or equivalent program approved by the Superintendent of Hudson Public Power.

(C) The incumbent must be evaluated satisfactorily by his immediate Supervisor and this evaluation must be approved by the Superintendent of HPP, Director of Public Works and the City Manager.

(D) The incumbent shall be evaluated in the following areas:

- Mechanical ability
- Climbing ability
- Attitude toward job, supervision and co-workers
- Knowledge of job and safety practices
- Merchant's training program competency or equivalent on-the-job training program competency

(E) Following a satisfactory evaluation and with the recommendation of the Superintendent of HPP and concurrence of the Department Director and the City Manager, the incumbent then moves from Level II to Level I in the Lineworker classification.

(F) If the incumbent fails to satisfactorily progress to the next level as outlined above he may exercise his seniority to displace the junior employee, if any, in the Electrical Technician classification if previously held or other previously held non-apprenticeship classification within the bargaining unit.

Section 4. Secondary level exception. Exceptions to the program outlined above can be made in the following situations:

(A) Entry Level: A Lineworker Level II may be an entry-level position for the program provided the incumbent has equivalent skills and experience and meets the minimum requirement for a Level III position as determined by the Superintendent of HPP.

(B) Current employee status: If in the opinion of the Superintendent of HPP, and with concurrence of the Department Manager and the City Manager, a current, non-probationary employee who has the necessary skills, prior experience and meets the minimum requirements of entry Level III, may be recommended and approved for advancement to the next currently held level without spending the requisite hours in Level III.

ARTICLE 8

BULLETIN BOARDS/UNION MEETINGS

Section 1. The City shall continue to maintain bulletin boards in suitable locations where employees have access to view them. The Union shall be provided a reasonable space on such bulletin boards for posting information concerning Union meetings, elections, social or other functions. The Union agrees it will not post any notices of an inflammatory nature.

Section 2.

(A) During Duty Hours: The internal business of the Union shall be conducted during non-duty hours.

(B) City Facilities: The use of City's facilities by Union officials and/or bargaining unit employees to conduct internal Union business shall be permitted so long as the Union has requested such use of City facilities in advance and the City Manager has approved of the use of City facilities by the Union. Requests by the Union to use City facilities shall be made at least one (1) week in advance.

ARTICLE 9

CREW LEADER PAY

The division superintendent or his designee may designate a qualified employee to serve as a crew leader to provide limited on-site coordination of a project crew where at least three crew members (including crew leader) are being utilized and no regular supervisor is present. A crew leader premium of two ($2.00) dollars per hour will be paid for hours served as crew leader.

Indemnification of Crew Leaders. Except where an employee is found by a Court of Law to have acted in a willful, wanton, or malicious manner, the City shall indemnify and hold harmless any employee serving as a crew leader from any liability arising out of any claim or suit brought against such employee in connection with any action or inaction by such employee, within the scope of that employee's employment with the City.

ARTICLE 10

DISCIPLINE

Section 1. No bargaining unit member shall be removed, reduced in pay, suspended, reprimanded except for just cause.

Section 2. The Employer may take disciplinary action for employee actions which occur on or off duty that violate the established rules and regulations of the Department and/or City.

Section 3. The parties recognize the principle of progressive discipline as follows:

(1) verbal/written warning;
(2) written reprimand;
(3) if necessary, a suspension; and
(4) if necessary, termination.

Provided, however, the City Manager shall have the right, depending on the circumstances, to either immediately suspend or terminate an employee.

Section 4.

(A) The City shall, as soon as possible, before any disciplinary action that results in a suspension or greater, conduct a pre-disciplinary hearing. The purpose of that hearing shall be to advise the employee of the basis of the discipline. The employee may, if he/she desires, have Union representation at that hearing and also may offer evidence in opposition to the City's charges at that time.

(B) The City shall issue a decision within one (1) week of the hearing. The employee shall have the right to appeal such discipline to the grievance/arbitration procedure.

ARTICLE 11

GENDER AND PLURAL

Throughout this Agreement, and whenever the context so requires, the use of words in the singular shall be construed to include the plural. Similarly, words in the plural shall include the singular. Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of said genders. The use of the masculine or feminine genders is intended for convenience only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 12

GRIEVANCE PROCESS

Section 1. It is mutually understood that the prompt presentation, adjustment and/or resolution of grievances is desirable in the interest of sound relations between bargaining unit employees and the City.

Section 2. The term "grievance" shall mean an allegation by a bargaining unit employee and/or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. Newly hired probationary employees shall not be permitted access to this grievance procedure for any disciplinary, layoff or discharge action taken by the City during their probationary period. The parties agree that it is their mutual desire to provide for the prompt adjustment of grievances with a minimum amount of disruption to work schedules. Every reasonable effort will be made by the parties to effect the resolution of grievances at the earliest step possible. Accordingly, grievances shall be processed in the following manner:

Step 1: The employee and the employee's Division manager shall meet to discuss and attempt to resolve the grievance on an informal basis. However, if the grievance is not resolved through the informal method, the Union may file a written grievance with his or her immediate supervisor within ten (10) work days as defined in Section 6. Within two (2) work days after the filing of the written grievance, the appropriate management representatives, the aggrieved employee(s), and, a representative of the Union shall meet to discuss the matter. Within seven (7) work days after this meeting, the appropriate management representative shall issue a written response to the grievance.

Step 2: If the grievance is not resolved in Step 1, the Union may appeal in writing, the Step 1 response to the Department Director or his or her designee within seven (7) work days after receipt of the Step 1 response. The Department Director or designee shall schedule a grievance meeting with the aggrieved employee(s) and a representative of the Union, within seven (7) work days after receipt of the appeal. The Department Director or designee shall issue a written decision to the grievance within seven (7) work days after this grievance meeting.

Step 3: If the grievance is not resolved in Step 2, the Union may file an appeal in writing to the City Manager, or with his/her designated representative, within seven (7) work days after receipt of the Step 2 decision. The City Manager or designated representative shall reply in writing within ten (10) work days thereafter.

Section 3. A group grievance may be brought at Step 2 of the grievance process and filed within seven (7) work days as defined in Section 6. A group grievance is defined as one which immediately and adversely affects all or a substantial group of bargaining unit employees, in addition to the employee filing the grievance.

Section 4. Written grievances must contain the following information:

(1) Date and time that the incident giving rise to the grievance occurred;

(2) General narrative description of the incident giving rise to grievance;

(3) Specific provisions of this Agreement alleged to have been violated or misapplied;

(4) Specific relief requested;

(5) Printed name and signature of the employee; and

(6) Name of the aggrieved employee's supervisor and the date on which the grievance was informally discussed with that supervisor.

Section 5. Arbitration Procedure.

(A) If the grievance remains unresolved following the decision of the City Manager, the Union may submit said grievance to arbitration under the rules of the Federal Mediation and Conciliation Service or another mutually agreed third party. Such action shall be taken within thirty (30) calendar days following the decision of the City Manager. If FMCS is chosen, the panel shall be from the National Academy Panel where possible. Either party may request a second panel from FMCS. If the Union fails to submit said grievance to arbitration, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

(B) The Arbitrator shall convene a hearing at the earliest possible date for the purpose of hearing the grievance.

(1) The Arbitrator shall have no authority to amend, modify, nullify, add to, or subtract from the specific written provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue in dispute and shall have no authority to make a decision on any other issue. The Arbitrator shall provide the parties with a decision within thirty (30) days following the close of the hearing. The Arbitrator's decision shall be final and binding on all parties as to the matter in dispute.

(2) Nothing in this section shall limit the right of the parties to be represented by legal counsel during the arbitration process.

(3) The fees and expenses of the Arbitrator will be shared equally by each party. All other expenses shall be borne by the party incurring them. Neither party shall be

responsible for any of the expenses incurred by the other party. The City will provide a hearing room for any hearings or meetings related to the arbitration process.

(4) If either party desires a transcript of the proceedings, it may cause a transcript to be recorded; provided that the party that arranges to have the transcript recorded shall be the party that pays all fees associated with such transcript. Copies of any transcripts recorded or generated during the arbitration process shall be made available to the other party within a reasonable time after a request is made therefor.

(5) Any solution or award recommended by the Arbitrator may be retroactive to the date on which the event giving rise to the grievance occurred, or up to five (5) days prior to that time, if the event occurred within that time period. In no event shall a grievance be deemed to have occurred prior to the effective date of this Agreement, except as specifically acknowledged and identified in writing by the parties on the date this Agreement is signed.

Section 6. **Time Limitations.** A grievance must be filed within ten (10) work days from the occurrence of the event that gives rise to the grievance, or within ten (10) work days of the time at which there is reasonable knowledge of such event. If an employee or the Union has taken timely action with respect to any step in the grievance process and the City fails to respond in a timely manner, the employee or the Union, as appropriate, shall be entitled to advance the grievance to the next step in the grievance process, but shall not be required to do so.

(A) Should the Union fail to take the action necessary to file a grievance or advance a grievance to the next step in the grievance process under the time frames set forth herein, the matter shall be considered resolved, and the employee, and the Union on that employee's behalf, shall be barred from grieving the same issue in connection with the same event or circumstance.

(B) The parties may, by mutual agreement, extend the time frames for responding to or filing any item required as part of the grievance process established above.

Section 7. The Union shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the established grievance process.

Section 8. The grievance process established in this Article shall be the sole and exclusive method for resolving grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance process shall be final, conclusive and binding on the City, the Union and the bargaining unit employees.

ARTICLE 13

HEADINGS

It is understood and agreed that the use of headings before Articles and Sections in this Agreement is for convenience only and that no heading shall be used in the interpretation of any Article or Section nor affect the interpretation of any Article or Section.

ARTICLE 14

HOLIDAYS

Section 1. Designated Holidays. The following days are designated as official holidays to be observed by all regular or probationary full-time employees, each year:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve (½ day)
Independence Day	Christmas Day
Labor Day	New Years Eve (½ day)

When a holiday occurs on a Saturday, it shall be observed on the preceding Friday, but when the holiday occurs on a Sunday, it shall be observed on the following Monday. Requests to substitute bona fide religious observances in lieu of these dates will be considered by the City Manager if an employee has no personal days available.

Section 2. **Personal Days.** In addition to the above designated holidays, all regular full-time employees are entitled to receive each year three (3) personal days off with pay at their regular rate of pay. These personal days may be taken any time during the year or may be used to supplement half-day holidays, subject to prior approval of the department manager.

Section 3. **Holiday Occurring During Vacation or Sick Leave.** If a holiday occurs during a period that the employee is on vacation or sick leave, no vacation or sick leave time shall be charged for that day.

Section 4. **Holiday Compensation and Entitlement.** All regular employees shall receive the benefit of holidays in the following ways and in the following order of priority:

(1) By receiving eight (8) hours of pay at their regular rate of compensation and by having the day off; or

(2) If an employee is scheduled or called into work within the hours of his regular work day as defined in Article 4, Section 1 (7:00 a.m. to 3:30 p.m.) on a Holiday, he shall be paid at the rate of time and a half his regular rate of pay in addition to either eight (8) hours of pay or another day off.

Except for the employees assigned to Stand-By, an employee held over, scheduled, or called into work outside the hours of his regular work day (before 7:00 a.m. and after 3:30 p.m.) on a Holiday, shall be paid two times his regular rate of pay for those hours worked.

Section 5. **Incentive Personal Day.** Each regular full-time employee of the City who does not use any sick leave for any purpose other than funeral leave for the six (6) month period from January 1 through June 30 or from July 1 through December 31, shall be entitled to one (1) incentive personal day per six (6) month period. The incentive personal day granted pursuant to this section cannot be accrued and will be lost to the employee unless used within the next six (6) month period.

ARTICLE 15

LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a joint Labor-Management-Safety Committee which shall consist of no more than three (3) Management and the three (3) members appointed by Union. The Committee shall meet on a quarterly basis or as otherwise agreed and may discuss the following:

(1) Matters of general information;

(2) Safety and health concerns, including accident review, methods to prevent accidents, improving safety rules, practices, policies, and equipment; and

(3) Methods for improving productivity.

Meetings shall be scheduled during regular working hours and Committee members shall be compensated for attendance.

ARTICLE 16

LAYOFF AND RECALL

Section 1. Employees may be laid off as a result of lack of work, lack of appropriated funds, or abolishment of position. In the event of a layoff, the City shall notify affected bargaining unit employees ninety (90) days in advance of the effective date of the layoff. The City, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees. Any layoffs in the bargaining unit shall be effected according to seniority within each division or department (i.e., the most recent employee hired shall be the first employee laid off).

Section 2. Within each affected classification, employees will be reduced in accordance with their Electric Division Seniority and shall first have the right to bump less senior employees in lower classifications within their line of progression.

Once an employee has been identified as having no further rights to bump employees in his line of progression he shall then be entitled to bump an employee in any other line of progression with less Electric Division Seniority provided that he meets the minimum qualifications of the position. Any employee displaced as a result of the foregoing shall then have the right to bump a less senior employee and so on until the desired reductions have been made. Employees bumping into another classification shall be compensated at the wage step nearest his pre-bump wage without exceeding that rate.

Section 3. For purposes of Section 2 above, lines of progression shall be:

```
                                Senior Lineworker
                                   (Closed)
                                       I
          Substation            Lineworker I
          Electrician                  I
              I                        I
              I                 Lineworker II                    Electric Operational
              I                        I                         Specialist
Electrical  Substation                 I          Inventory              I
Design    Technician II         Lineworker III     Purchasing             I
Technician    I                        I          Specialist             I
I             I                        I              I                  I
-----------------------------------------------------------------------------------------
                                       I
                                       I-------Ground Technician
                                       I
                                Electrical Technician
```

Section 4. Employees who are laid off shall be placed on a recall list for a period of the lesser of thirty-six (36) months or the accumulated seniority of any affected employee. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the position to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirement within twelve (12) months of recall. Any training required in this section shall be at the City's expense.

Section 5. Notice of recall shall be sent to an employee by certified mail. The City shall be deemed to have fulfilled its obligations by mailing the recall notice, return receipt requested, to the last mailing address provided by the employee.

Section 6. The recalled employee shall have ten (10) work days following the date of the recall notice to notify the City of his intention to return to work and shall have ten (10) work days following the receipt of the recall notice in which to report for duty, unless a different date for return to work is otherwise agreed upon.

ARTICLE 17

LEAVES OF ABSENCE

Section 1. Authorized Paid Leaves. Bargaining unit employees shall be entitled to paid leave in connection with the following events or circumstances: funerals, military service, jury duty, certain family or personal emergencies. Such leave shall be taken and employees shall be compensated during such leave, all in accordance with the provisions of the City's Personnel Rules and Regulations governing special leaves to the extent not inconsistent with the terms of this Agreement.

Section 2. Family and Medical Leave Act Leave. The City will comply with the federal Family and Medical Leave Act in determining whether employees are eligible for leave under the Act and the level of benefits to be provided to eligible employees.

For the purposes of administering FMLA, the leave year will be calculated by a "rolling" twelve (12) month period measured backward from the date an employee uses any Family and Medical Leave Act leave.

If desired, employees may use paid leave, such as any accrued vacation leave, personal days, or sick leave, before using their unpaid Family and Medical Leave Act leave, and such paid leave shall not apply toward the employee's twelve (12) week entitlement. In order to utilize paid leave prior to FMLA leave, an employee must demonstrate that he/she is FMLA-eligible at the time the paid leave commences. The employee bears the responsibility to provide the necessary documentation justifying the need for such leave and, if the employee wants to use sick leave prior to FMLA, the employee must still comply with the provisions that apply to such leave. Moreover, employees should make a reasonable effort to schedule any foreseeable

medical treatment so as not to unduly disrupt the operation of the City. Employees should provide the City with not less than thirty (30) days' notice or as much notice as is practical. In the event the situation is not an emergency or is predictable, such as scheduled surgery or pregnancy, a request for the leave of absence must be on file before the leave of absence commences.

Section 3. Unauthorized Leaves of Absence. Whenever possible, any bargaining unit employee who is absent from work shall have notified his or her supervisor and have reported the reason for the absence at least one hour prior to the time that the employee is scheduled to report for work. All unauthorized and unreported absences shall be considered unauthorized leaves of absence unless and until sufficient justification for such absence and for the failure to report the absence in advance is provided to the appropriate supervisor. The City shall determine if sufficient justification for the absence or the failure to report it exists, on a case by case basis. Employees shall not be compensated for unauthorized leaves of absence. Any unauthorized leave of absence for which sufficient justification is not provided and supervisor approval received, shall be grounds for appropriate disciplinary action, in addition to loss of pay.

Section 4. Bereavement Leave. Regular full-time employees will be provided bereavement leave for relatives as follows: the death of an employee's spouse, child (including spouses of children and step or foster children), parent (including step-parents), grandparent, grandchild, sibling, and in-law relatives including the employee's spouse's parent (including step-parents), child (including spouses of children and step or foster children), and sibling, provided that such leave shall not exceed four (4) days, and such leave shall not be deducted

from the balance of the employee's accumulated sick leave. An employee's use of bereavement leave will not be considered against the incentive personal day policy.

Section 5. **Jury Leave.** A regular, full-time employee who is accepted for jury duty shall be paid their regular daily City wages. Time spent on jury leave shall not be deducted from an employee's sick leave or vacation leave. All jury pay received by the employee may be retained as reimbursement for expenses incurred while on jury duty, such as mileage, parking and meals.

Section 6. **Military Leave.** An employee who is a member of any United States Military Reserve or National Guard unit and is required to engage in annual training exercises or is called to active duty, shall be granted leaves of absence for military duty in accordance with federal and state law.

Section 7. **Union Leave.** Upon request, members will be granted leave to attend Union functions, meetings or conventions up to a bargaining unit-wide maximum of fifteen (15) days per year. Such requests must be made in writing and as far in advance as possible. The City may deny a request for operational reasons, however, a request may not be unreasonably denied. Union leave shall be without pay, but vacation or leave without pay may be used at the employee's option.

Section 8. **Maternity/Paternity Leave.** In addition to Family and Medical Leave Act (FMLA) leave, the City of Hudson will provide eligible employees up to six (6) weeks of paid leave for the birth or adoption of a son or daughter immediately following the birth or placement of the child. Employees may use maternity/paternity leave without having to meet the

time in service eligibility requirements for Family and Medical Leave Act leave as outlined above in the section FAMILY AND MEDICAL LEAVE ACT. Maternity/Paternity leave shall be paid to eligible employees by utilizing available sick leave hours until the employee's balance is exhausted at which time the City will pay the employee the balance of time off up to six (6) weeks by advancing sick leave time. The employee may choose to take less than six (6) weeks off to preserve a balance of sick leave hours, at which time he/she would be required to return to work or request unpaid FMLA leave, if eligible. If an employee fails to return to work at the conclusion of the leave, the City may require the employee to reimburse it for the full cost of health care coverage during any period of the leave in addition to the cost of the advanced sick leave hours used. Maternity/Paternity leave shall be used first before Family and Medical Leave Act leave, entitling eligible employees up to a total of 18 weeks off for the birth or adoption of a child, not including additional accrued paid leave such as vacation, personal time or compensatory time that the employee may use in addition to the 18 weeks outlined in this section. Employees will not be required to use vacation or personal days in conjunction with a Maternity/Paternity leave, although this type of paid leave may be used if desired.

Section 9. If an employee fails to return to work at the conclusion of any leave, employment will be terminated and the City may require the employee to reimburse it for the full cost of health care coverage, if any, during any period of unpaid leave.

ARTICLE 18

MISCELLANEOUS PROVISIONS

Section 1. Compensation for Attendance at Schools. It is the City's policy to encourage in-service training for employees. In addition, department managers and the City Manager may require specific in-service training for employees. When an employee is required to complete in-service training, the City shall pay all tuition or registration fees, and the class time involved shall be considered as time that an employee is at work. Employees who attend in-service training that is either required by or approved and paid for by the City shall be eligible for overtime pay if the combination of an employee's in-service training time and work time exceeds forty hours in a given workweek. In addition, the City shall reimburse employees for mileage, in accordance with the provisions of the City's Personnel Rules and Regulations governing mileage allowances, if an employee has traveled to an in-service training site in his or her private vehicle. In order to receive reimbursement, an employee must present appropriate receipts or comparable substantiating documentation for parking and other miscellaneous expenses associated with the employee's attendance at an in-service training course.

If an employee desires to attend a work-related training course or pursue an academic course of study that relates to his/her job, at an accredited school, he/she must request approval in writing and receive the written approval of his or her department manager and the City Manager prior to registering for the desired course or courses. If an employee has obtained such advance written approval, the City will pay in advance (in the case of non-academic training courses) or reimburse (in the case of courses of study leading to an academic degree) the employee's costs of registration and required course materials, upon submission by the employee

of appropriate invoices, receipts or other substantiating documentation. In order to qualify for reimbursement of expenses related to courses taken as part of an academic degree program, the employee must obtain a grade of C or better or provide other evidence of satisfactory completion of the course for which reimbursement is requested. In addition, by requesting reimbursement for courses taken in the pursuit of a job related academic degree, the employee agrees to remain in the employ of the City for at least the two years following each reimbursement. If an employee fails to achieve at least a C grade in a course related to an academic degree program or otherwise fails to provide evidence of satisfactory completion of such course, and the employee has already been reimbursed for costs of registration and/or required course materials, the employee shall reimburse the City for the expenses related to the course not successfully completed, through a payroll deduction plan to be established between the City and the employee. If an employee receives reimbursement for any course related to an academic degree program; or the City pays for the employee to attend a non-academic training course or program, the cost of which exceeds $500.00, and that employee fails to remain in the employ of the City for two years thereafter, the amounts previously reimbursed or paid for that employee's benefit will be deducted from any final pay-out from the City to the employee.

With respect to academic study courses not required by the City, employees will generally be eligible to receive reimbursement for costs of one course per academic semester or quarter. It is also expected that employees will schedule such courses for attendance during non-work hours. Under special circumstances, where an employee must take more than one course in an academic period or cannot avoid scheduling a course during regular work hours, the City Manager may authorize reimbursement for more than one class or may authorize the attendance of the employee at a course during duty hours with pay; provided that the employee must

demonstrate a significant benefit to the City in connection with such courses or scheduling, and the employee's attendance at an academic course during the work day will not prevent the employee's department from meeting expected service levels. Reimbursements for education under this Article shall not exceed $5,250.00 per year.

Section 2. **Indemnification of Employees.** Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the City shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising out of any claim or suit brought against such employee in connection with any action or inaction by such employee, within the scope of that employee's employment with the City.

Section 3. The City agrees to operate and maintain a safe working environment as far as practical for all bargaining unit members.

Section 4. The parties shall comply with all applicable federal and state OSHA laws and related rules and regulations.

Section 5. Employees must report, within a reasonable time and in writing, any unsafe working conditions to their respective immediate supervisors.

Section 6. Compensation for CDL Licensing. The City agrees to reimburse qualified employees for CDL license fees, if required in the performance of their job duties.

ARTICLE 19

NON-DISCRIMINATION

Section 1. Both the City and the Union recognize their respective responsibilities under federal and state civil rights laws. Therefore, both the City and the Union hereby reaffirm that neither party shall engage in discrimination of any kind on the basis of race, color, creed, national origin, sex, age or handicap.

Section 2. The City recognizes the individual rights of all employees covered by this Agreement to join or not join the Union. The City agrees that it shall not discriminate, interfere, restrain, coerce, or engage in acts of reprisal against any employee or any applicant for employment because of that employee's or applicant's membership in the Union. Similarly, the Union agrees that it shall not interfere with the rights of employees to elect not to become members of the Union.

ARTICLE 20

NO STRIKE/NO LOCKOUT

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walk-out, concerted "sick leave, work stoppage, sympathy strikes, picketing, hand-billing or interference of any kind at any operations of the City.

Section 2. Any employee who violates Section 1 of this Article shall, at the discretion of the City, be subject to discharge (selective or otherwise) or other appropriate disciplinary action as determined by the City.

Section 3. The Union shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, hand billing, work stoppage, or other interference at any operations of the City is prohibited and is not in any way sanctioned, or approved, by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once. Should the Union fail to notify employees of such prohibition or advise a return to work, the City shall have the option to seek appropriate legal remedies.

Section 4. The City agrees that neither it, its Officers, Agents, or Representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union.

ARTICLE 21

PROBATIONARY AND TEMPORARY APPOINTMENTS

Section 1. Probationary Appointment. All original appointments shall be probationary in nature for the first six months of the employee's employment with the City. The City, with the approval of the Union, may extend an employee's initial probationary period once, for an additional term not to exceed six (6) months. At any time during the probationary period, a probationary employee may be rejected upon the recommendation of that employee's department manager. At the end of an employee's probationary period or extension thereof, any probationary employee must either be given a regular appointment or rejected. An employee removed during the probationary period shall have no appeal under this agreement.

Section 2. Temporary Appointments and Assignments. When qualified applicants are not available, or pending the making of a regular appointment, or in an emergency, a department manager may make temporary appointments with the approval of the City Manager. No temporary appointment shall exceed six (6) months. Employees who are temporarily appointed or assigned to positions in pay levels lower than their regular pay levels will continue to be paid at their established pay levels and steps. Employees who are temporarily appointed or assigned to positions in pay levels higher than their regular pay levels, will be compensated at the higher rate if the appointment or assignment is of two (2) consecutive work days or more. The higher compensation will begin effective the second day.

Section 3. **Rejection During Probationary Period.** The City Manager may reject and remove an employee during the employee's probationary period for any reason other than an unlawful reason.

ARTICLE 22

SENIORITY

Section 1. There shall be three types of seniority defined as follows:

1. City Seniority shall be defined as the length of continuous service with the City since the employee's earliest date of employment with the City.

2. Division Seniority shall be defined as the continuous length of service within the electric division.

3. Classification Seniority shall be defined as the length of continuous service within a classification.

An employee's seniority shall be terminated when one or more of the following occur:

(a) The employee resigns;

(b) The employee is discharged for just cause;

(c) The employee is laid off for a period of time exceeding thirty-six (36) months;

(d) The employee retires;

(e) The employee fails to report for work for more than two (2) working days without have given the City advance notice of the pending absence, unless the employee was physically unable to do so, as certified by the appropriate authority;

(f) The employee has exhausted any applicable leave, is unable to perform his or her job due to illness or injury, and is unable to provide evidence he or she will be able to return to work within a reasonable period of time.

(g) The employee refuses recall or fails to respond to a recall notice consistent with Article 16 Layoff and Recall.

Section 2. The City shall post a seniority list once every twelve (12) months showing the City, division and classification seniority of each employee. A copy of the seniority list shall be furnished to the Union. Any objections to the posted seniority list or the one furnished to the Union must be presented to the City within thirty (30) calendar days of the posted date,

excepting that, employees on vacation, sick leave or other approved leave of absence at the time the seniority list is posted shall have ten (10) calendar days after return from such leave to file an objection to his supervisor. In the event no objections are filed within the time limits specified in this Section, the seniority shall be deemed valid and acceptable.

Section 3. Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

ARTICLE 23

SICK LEAVE

Section 1. **Accrual of Sick Leave.** All regular full-time employees of the City are eligible to and shall accrue sick leave hours during each calendar month in which they are employed by the City. Sick leave time shall accrue at the rate of one and one-quarter work days (i.e., 10 hours) for each full calendar month of service. An employee who enters the service of the City on or before the fifteenth day of any month shall be credited with sick leave time for the entire calendar month in which he/she begins employment. An employee who enters the employ of the City after the fifteenth day of a month shall be credited with sick leave time for one-half of the month in which he/she begins employment with the City.

Section 2. **Maximum Accrual: Conversion to Vacation or Payment.** Unused sick leave time shall accumulate for the benefit of any eligible employee up to a maximum of 180 days or 1,440 hours.

Employees who have accumulated the maximum of 1,440 hours of unused sick leave time will continue to accrue sick leave, but such employees must elect, in writing each year, one of the following options for disposition of sick leave time in excess of 1,440 hours:

(a) Conversion to vacation time at the exchange rate of forty hours of sick leave for eight hours of vacation time, provided that an employee who has converted sick leave time to vacation time may reconvert that time (and only the previously converted time) to sick leave to the extent that the employee has sufficient vacation time to convert back to sick leave time; or

(b) Payment, at the employee's effective pay rate, for the hours of accumulated unused sick leave in excess of 1,440 hours, provided that if an employee selects this option, the employee is only eligible to receive this payment once in any calendar year, and provided further that an employee who selects this option will cease to accrue sick leave for the calendar year in which such payment is made

until the aggregate total of the employee's sick leave balance falls below 1,440 hours.

Section 3. **Authorized Uses of Sick Leave.** Subject to the terms and limitations of this Section, sick leave with pay may be used by an eligible employee for the following reasons:

(a) An employee's personal illness or physical incapacity;

(b) The illness or physical incapacity of a member of the employee's household or immediate family that requires the presence of the employee;

(c) Medical or dental appointments or essential preventive medical procedures;

(d) The quarantine of the employee due to his own or a member of the employee's households medical condition;

(e) The birth, adoption, or initial placement for foster care with an employee, of a child; and

(f) Care for an employee's child within the twelve months following the child's birth, adoption by the employee, or initial placement with the employee for foster care, which care is not immediately related to the illness or disability of that child.

In order to be eligible for sick leave with pay in connection with subparagraphs (e) or (f), an employee must otherwise be eligible for Family and Medical Leave Act leave as outlined in the FAMILY AND MEDICAL LEAVE ACT LEAVE section.

Section 4. **Notice of Absence for Sick Leave Purposes.** An employee not reporting to work for any reason shall notify, or cause to be notified, his or her department manager or that officials designee as soon as possible, and preferably prior to the time at which he or she is required to report to work. If the absence is in connection with one of the categories of authorized uses of sick leave and as soon as possible after the employees return to work, the employee shall submit to his or her department manager, or to that persons designee, a request for the use of sick leave on the form provided by the City for such purpose.

Section 5. **Limitations on Excessive Use or Abuse of Sick Leave.** Employees accrue sick leave as a benefit of regular full-time employment with the City. Use of such leave is not, however, to be left entirely to the discretion of the employee. Use of Sick Leave in connection with the categories listed at subparagraphs (a) through (c) of Section 3 of this Article is intended to provide time away from work to afford employees an opportunity to recuperate from or care for family members with short term illnesses, keep medical appointments, and prevent the spread of illnesses throughout the workplace. Employees are authorized to accumulate sick leave hours over time to provide security against loss of income in the event that an employee must be away from work due to catastrophic or protracted illness or in connection with long term care for a family member, as set out in subparagraphs (a) through (d) and subparagraphs (e) and (f) of Section 3 of this Article.

Sick leave is not to be considered an entitlement, and department and division managers are expected to monitor (by whatever means they deem appropriate) use of sick leave by employees to identify cases of potential abuse of sick leave. An employee who is determined to be abusing the use of sick leave or whose excessive use of sick leave interferes with the ability of the department manager to maintain the expected level of service within that department is subject to disciplinary action or dismissal.

Section 6. **Doctors Certificate Required.** Sick leave taken for a period in excess of three consecutive working days shall be approved as paid leave only after presentation of a written statement by a licensed practicing physician certifying that the employee's condition prevented him or her from performing the duties of his or her position. If the illness requires absence from work for an extended period of time (generally longer than one week), the City

may require, as a condition for authorized use of paid sick leave, a physician's statement that the employee's extended absence was medically necessary. If, in the opinion of the responsible department manager or the City Manager, the employee's condition presents a risk of harm to the employee or to others with whom the employee comes into contact in the workplace, the department manager or the City Manager may require that the employee present a physician's statement certifying that the employee is able to return to work, prior to the date on which the employee intends to return to work. The City Manager or a department manager may, in his or her respective discretion, require a physician's statement to justify an employee's use of sick leave for a period of time that is less than three consecutive workdays with advance notice of the requirement provided to the employee.

Section 7. **Absence for Less Than a Day.** Employees shall be charged sick leave in one-quarter hour increments for absences of less than one work day in connection with categories of sick leave listed at subparagraphs (a) through (c) of Section 3 of this Article.

Section 8. **Advance Sick Leave.** The City Manager may grant advance sick leave to an employee if the employee has an insufficient balance of accrued sick leave time, the City Manager deems it appropriate under the circumstances and Council authorizes the grant of advance sick leave.

Section 9. **Re-employment Credit After Lay-Off.** An employee who is laid off from his or her position, for reasons that are not discreditable to that employee, may be credited with the balance of that employee's accumulated but unused sick leave hours existing as of the time that the employee was laid off, so long as the employee is re-employed by the City within thirty-six (36) months of the date on which the employee was laid off.

Section 10. **Injuries Suffered on the Job.** All injuries, no matter how slight, must be reported to the department manager responsible for an employee who has sustained an injury. The department manager shall assist the injured employee with the completion of an injury report form and shall then forward such completed report form to the City Manager. Any time lost from work due to an injury suffered on the job will be counted in accordance with Section 254 of the Codified Ordinances of the City.

Section 11. **Lost Time Compensation.** Employees who are disabled by injury in the performance of duty shall have the difference between the amount paid by Workers' Compensation and the employee's net wage paid by the City for a period of up to ninety (90) days maximum. Thereafter, the employee may use accumulated sick leave at the rate of one-third (1/3) day for each day absent to make up the difference between the amount paid by Workers' Compensation and the employee's net wage until his sick leave balance is exhausted.

A claim in connection with an injury sustained on the job may be filed with the State Industrial Commission at any time within two years after the injury is sustained.

Section 12. **Cash Payment for Accrued Sick Leave Upon Retirement from the City.** Existing employees will be able to accrue sick leave at a one-for-one retirement/death cash-out rate up to the next 500, 1000 or 1440 hour level -- based on accrued sick leave levels as of April 30, 2001. All remaining hours will be accrued subject to a one-for-three cash-out rate, up to an aggregate maximum of 1440 hours. (e.g., an employee with 300 hours of accrued sick leave can accrue up to 500 hours subject to the one-for-one cash-out rate. All remaining hours, up to an aggregate maximum of 1440 hours, will be accrued subject to a one-for-three cash-out rate).

Employees who dip below their maximum one-for-one cash-out levels can replenish those one-for-one levels with earned sick leave.

All new employees hired on or after 8-1-00 will accrue all sick leave up to a maximum of 1440 hours subject to a one-for-three cash-out rate.

An employee with ten (10) or more years of service with the City shall upon retirement, be paid in cash for his or her accrued but unused sick leave hours in accordance with this section.

In no event shall any employee be compensated at retirement, for sick leave hours in excess of 1,440. Payment for sick leave hours in accordance with this paragraph shall eliminate the balance of all sick leave hours accrued by an employee up to the time of such cash payment. Cash payment for sick leave hours shall be made only once to any employee, even if that employee is later re-employed by the City.

For purposes of this Section, an employee shall only be considered to be retiring if (i) the employee has met either age and service criteria or disability criteria such that the employee is entitled to age and service retirement or disability retirement under the Public Employees Retirement System, the Police and Firemen Disability and Pension Fund, or another state retirement system, and (ii) the employee applies for retirement benefits with a state retirement system by not later than the first day of the third month following cessation of employment with the City. For purposes of this Section, the disability in connection with which an employee may retire from City service does not have to arise from employment with the City. (The City's intent is to pay for accrued sick leave hours only when an employee has retired and is receiving retirement benefits as outlined above.)

Section 13. Cash Payment for Accrued Sick Leave Upon the Death of an Employee. If an employee dies while in the employ of the City, the cash value of all of his/her

accrued and unused sick leave shall be paid to that employee's estate. Payment shall be made in accordance with Section 12 of this Article.

Section 14. Sick Leave and Outside Employment. An employee who is absent from his or her assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of that absence, and may not return to work to such outside employment until he returns to work or receives authorization from the City Manager.

Section 15. Restricted/Light Duty.

(1) On-the-Job Injuries: If an employee is injured on the job, the City will provide a list of the employee's regular job duties to the injured worker's physician for review. Upon receipt of a list of light duty assignments that the physician feels the employee can safely perform, the City will accommodate the injured worker by providing light duty, if it is in the best interest of the employee and the City. The City, the injured worker, the Bureau of Workers' Compensation and the City's managed care organization, will all work together to transition the injured worker back to full duty as soon as possible.

(2) Off-the-Job Injuries: If an employee's injury or disease does not arise out of or in the course of his/her employment, the City may provide light duty at the discretion of the department manager. In these cases, the availability of a light duty assignment is not guaranteed and will be provided if management determines that legitimate work assignments are available which the employee can perform safely and efficiently and present no direct threat to him/herself or to other employees. If a light duty assignment is available and offered to an employee, the continuance of such duty shall be re-evaluated at thirty (30) day increments by the City Manager, who may extend a light duty assignment up to a maximum of 90 days total.

ARTICLE 24

UNIFORMS AND EQUIPMENT

Section 1. The City shall supply jackets, safety equipment, and rental uniforms for those employees required by the City Manager to wear them per department rules. The City shall pay to an employee the cost up to a maximum of $150.00 annually of American National Standards Institute approved footwear, upon presentation of a receipt for same. The City will reimburse electrical lineworkers for specialized climbing boots in an amount up to $300.00 upon submission of receipts, initially after a new employee is hired, and every 24 months thereafter, or if accidentally damaged on the job.

Section 2. **Glasses.** The City shall replace any dentures or eyeglasses worn by an employee and lost or broken while performing work for the City.

Section 3. **Maintenance of Uniforms and Equipment.** The City will maintain and replace as needed, articles of uniform clothing; provided that employees shall be responsible for replacing uniforms and equipment items lost due to the employee's negligence. Uniforms and equipment are intended for use by employees while at work. Employees shall not wear City uniform articles or use City equipment while away from work in any manner that reflects poorly on or brings discredit upon the City.

Section 4. **Return of Uniforms and Equipment Upon Termination of Employment.** Employees must return all articles of clothing and equipment that were provided by the City at the time an employee leaves employment with the City. If an employee fails to

return any item of clothing or equipment, the replacement cost of any non-returned item shall be deducted from the employee's final pay check.

ARTICLE 25

UNION DUES AND CHECK-OFF

Section 1. The City agrees to deduct initiation fees and to make monthly payroll deductions for Union dues upon written authorization by the employee, who is a Union member. It is understood that such payroll deduction shall be entirely voluntary on the part of the employee and shall be subject to cancellation at any time upon written notice to the City by the individual employee. Such cancellation shall be effective on and after the date of receipt by the City. Such deductions shall be the amount authorized by the Secretary-Treasurer of Local 588 and said deductions shall be made from the last pay in each month. The City shall remit such check-off to the Secretary-Treasurer of Local 588 and the monthly remittances shall be accompanied by an itemized statement showing the name of each Union member and the amount checked off of Union dues and/or initiation fees.

Section 2. The City shall be relieved from making individual check-off deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization; in accordance with this Agreement; or (6) resignation by the employee from the Union.

Section 3. The City shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 4. The rate at which dues are to be deducted shall be certified to the City Office Manager by the Secretary-Treasurer of the Union during January of each year. The new rate at which dues are to be deducted by the City shall be effective in the month of February.

Section 5. Employees who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective thirty (30) calendar days from the date of hire as a condition of employment. The fair share shall be certified to the City Office Manager by the Secretary-Treasurer of the Local Union. The deduction of fair share fee from any earnings of the employees shall be automatic and shall not require written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 26

VACANCIES AND JOB POSTINGS

Section 1. It is the intent of this Article that Electric Division employees shall have preference over non-employees or City employees in classifications not covered by this Agreement, in filing job openings covered by this Agreement. When a job vacancy occurs in a non-entry level position within the bargaining unit but not included in the apprenticeship program and the City intends to fill the vacancy, the City shall post a notice of such vacancy on all City and Union bulletin boards within the City divisions covered by this Agreement. The vacancy notice shall remain posted for a period of at least ten (10) workdays and shall indicate the date by which interested bargaining unit employees must submit an application for the vacant position. The City shall offer bargaining unit employees an opportunity to apply for vacancies by posting in accordance with this Section, before such vacancies are advertised to individuals outside of the bargaining unit.

To the extent qualified bargaining unit employees apply for vacancies posted pursuant to this Section, those vacancies will be filled in accordance with Sections 2 and 3 of this Article. The City shall, in its sole discretion, determine if applicants for posted vacancies are eligible to fill those vacancies. Vacancies in the Lineworker III shall first be offered on the basis of seniority to employees in the Electrical Technician classification. Vacancies in the Ground Technician position shall first be offered on the basis of seniority to employees in the Electrical Technician classification. Further progression to the Lineworker II and Lineworker I classifications shall be in accordance with the Apprenticeship Program.

Section 2. Any employee within the bargaining unit who wishes to be considered for a position described in a vacancy notice posted in accordance with Section 1 of this Article must submit a written application to Human Resources by the date provided in such posted notice.

Section 3. If there is more than one qualified bargaining unit employee in connection with a posted vacancy, the vacant position shall be offered to the employee who has the highest degree of qualifications, knowledge, skill and ability to perform the functions and duties of the vacant position. If the qualifications, knowledge, skill and ability of two or more applicants are substantially equal, the position shall be offered to the bargaining unit employee with the greatest level of seniority.

Section 4. If no qualified bargaining unit employees apply for a vacancy posted in accordance with Section 1 of this Article, the vacancy shall be filled by accepting applications from individuals outside of the bargaining unit, in accordance with applicable provisions of the City's Personnel Rules and Regulations.

Section 5. Once a position is posted and the City does not fill the position, or does not identify a person to fill the position within one hundred twenty (120) calendar days of removal of the posting, the City will re-post the open position before the job is filled.

Section 6. After being placed in the new job the employee shall have ninety (90) calendar days in which to return to his former job. Likewise, an employee who the City deems incapable of performing the job for good and sufficient reason, may be returned to his former position within ninety (90) calendar days. In the event the employee elects to, or is returned by

the City to his former position within the ninety (90) day period, such return will be without prejudice. The City may then fill the position in accordance with Sections 3 and 4 of this Article.

Section 7. Bargaining unit employees who are currently completing probationary periods and who wish to apply for a vacant position with the bargaining unit may be considered for the position if no non-probationary bargaining unit employee applies for that position. Such employees must satisfy their original one hundred eighty (180) day probationary period.

Section 8. Should the City establish any new job classification within the bargaining unit, the rate of pay may be the subject of negotiations between the City and the Union. Should the parties be unable to reach agreement on the rate of pay for the newly established classification such wage rate may be processed by the Union through the grievance and arbitration procedure.

ARTICLE 27

VACATIONS

Section 1. Vacation Accrual. Vacation is accrued on the basis of times as a regular, full-time employee of the City.

The year in which an employee begins employment in their initial full-time position shall be considered as his/her first year for the purpose of determining the vacation accrual rate. For determining the accrual rate, the number of completed years of service with the City is determined as of December 31. [For example, the accrual rate to be used for 1999 is determined by the number of service credit years as of December 31, 1999. The accrual rate to be used for 2000 is determined by the number of service credit years as of December 31, 2000.] (If an employee has four years' service credit as of December 30 and five years on December 31, five years' service credit is used to determine the accrual rate.) Vacation hours shall be credited in full pay period accrual increment, except during leave-without-pay situations when such benefits are normally suspended. Vacation hours shall accrue at the following rates:

Service Credit Requirement	Hours Accrued Per Pay Period	Annual Hours (26 Pay periods)
First year through completion of fourth year	3.077 hrs.	80
Fifth year through completion of ninth year	4.616 hrs.	120
Tenth year through completion of nineteenth year	6.154 hrs.	160
Twenty or more years completed	7.693 hrs.	200

Section 2. **Use of Vacation.** Employees shall not be entitled to take vacation until after successfully completing six (6) months of full-time service unless specifically authorized by the City Manager.

Section 3. **Carry-forward.** An employee is entitled to carry forward one year's worth of vacation leave from one year into the next year. For the employee with 1-4 service credit years, this amount is 80 hours; with 5-9 service credit years, this amount is 120 hours; with 10-19 service credit years, this amount is 160 hours and with twenty or more service credit years, this amount is 200 hours.

In addition, an employee may carry forward a maximum of 160 hours (or four weeks) of unused vacation balance from one year into the next. The following chart displays vacation carry-forward:

Service Credit Years	Annual Hours Earned	+	Unused Carry-Forward	=	Maximum Carry-Forward
1 - 4	80		160		240
5 - 9	120		160		280
10 - 19	160		160		320
20 or more	200		160		360

Section 4. **Payment of Vacation upon Termination of Employment.** An employee's balance is fully paid out upon termination of employment.

Section 5. **Scheduling of Vacation.** The department management shall schedule vacations so that the necessary services of the City will be maintained. The City shall post a vacation calendar by the first week of January of each year. The Department manager shall make every effort to grant vacation requests in the order in which they were received, consistent with the operational needs of the department.

ARTICLE 28

CONFLICT WITH LAW AND SEPARABILITY

Section 1. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement contains no specific provision concerning a particular matter, applicable law shall govern. If by operation of law or by a court of competent jurisdiction it is found that any provisions shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 2. The parties agree that should any provision(s) of this Agreement be found to be invalid, they will agree to meet and renegotiate replacement language on the same subject matter within thirty (30) calendar days, pursuant to the procedures outlined in Chapter 4117 of the Ohio Revised Code.

ARTICLE 29

SUPERVISORS WORKING

The primary function of a supervisor is supervision and no supervisor shall act in other than a supervisory capacity. Supervisors shall not perform work normally and customarily assigned to bargaining unit employees or work that would avoid overtime for bargaining unit members. This is not intended to prevent a supervisor from performing work for purposes of instruction or protecting life or property in the event of an emergency.

ARTICLE 30

DURATION

This Agreement represents an understanding between the City and the Union. This Agreement shall remain in effect until December 31, 2014 and thereafter from year to year, unless at least ninety (90) days prior to its expiration date, or any anniversary thereof, either party gives timely written notice to the other of its intent to negotiate on any or all of the provisions of this Agreement. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or either party gives ninety (90) days' notice of an intention to terminate this entire Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1st day of May, 2012.

CITY OF HUDSON

67

Anthony J. Bales, City Manager

Scott N. Schroyer, Assistant City Manager

Frank Comeriato, Jr., Public Works Director

UTILITY WORKERS LOCAL 588

Donald P. Opatka, Region III Director, UWUA

Keith Moore, President Local 588

Chris Mick, Trustee Local 588

Jon Strobl, Trustee Local 588

Appendix A: 2012 Schedule

0.0%

Utility Workers Local 588
Proposed Compensation Plan
Appendix A
Effective January 1,2012

LEVEL	POSITION	Frequency	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	Step 13
1	Electrical Technician	Hourly	$ 18.03	$ 18.52	$ 18.96	$ 19.47	$ 19.92	$ 20.38	$ 20.86	$ 21.36	$ 21.81	$ 22.26	$ 22.73	$ 23.25	$ 23.45
2	Ground Technician	Hourly		$ 21.43	$ 21.97	$ 22.52	$ 23.07	$ 23.60	$ 24.18	$ 24.69	$ 25.27	$ 25.78	$ 26.32	$ 26.90	$ 27.16
3	Lineworker III Inventory/Purch. Spec Substation Tech II Electrical Design Technician	Hourly		$ 24.33	$ 24.97	$ 25.55	$ 26.18	$ 26.82	$ 27.45	$ 28.06	$ 28.67	$ 29.29	$ 29.93	$ 30.56	$ 30.88
4	Lineworker II Electric Operational Specialist	Hourly			$ 26.54	$ 27.22	$ 27.87	$ 28.54	$ 29.19	$ 29.86	$ 30.55	$ 31.22	$ 31.85	$ 32.50	$ 32.83
5	Lineworker I Substation Electrician	Hourly				$ 28.81	$ 29.50	$ 30.21	$ 30.92	$ 31.63	$ 32.31	$ 33.01	$ 33.67	$ 34.41	$ 34.77
6	Senior Lineworker (Closed)	Hourly													$ 38.45

Appendix A: 2013 Schedule

1.5%

Utility Workers Local 588
Proposed Compensation Plan
Appendix A
Effective January 1,2013

LEVEL	POSITION	Frequency	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	Step 13
1	Electrical Technician	Hourly	$ 18.31	$ 18.80	$ 19.25	$ 19.77	$ 20.22	$ 20.69	$ 21.18	$ 21.69	$ 22.14	$ 22.60	$ 23.08	$ 23.60	$ 23.81
2	Ground Technician	Hourly		$ 21.76	$ 22.30	$ 22.86	$ 23.42	$ 23.96	$ 24.55	$ 25.07	$ 25.65	$ 26.17	$ 26.72	$ 27.31	$ 27.57
3	Lineworker III Inventory/Purch. Spec Substation Tech II Electrical Design Technician	Hourly		$ 24.70	$ 25.35	$ 25.94	$ 26.58	$ 27.23	$ 27.87	$ 28.49	$ 29.11	$ 29.73	$ 30.38	$ 31.02	$ 31.35
4	Lineworker II Electric Operational Specialist	Hourly			$ 26.94	$ 27.63	$ 28.29	$ 28.97	$ 29.63	$ 30.31	$ 31.01	$ 31.69	$ 32.33	$ 32.99	$ 33.33
5	Lineworker I Substation Electrician	Hourly				$ 29.25	$ 29.95	$ 30.67	$ 31.39	$ 32.11	$ 32.80	$ 33.51	$ 34.18	$ 34.93	$ 35.30
6	Senior Lineworker (Closed)	Hourly													$ 39.03

Appendix A: 2014 Schedule

1.5%

Utility Workers Local 588
Proposed Compensation Plan
Appendix A
Effective January 1,2014

LEVEL	POSITION	Frequency	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	Step 13
1	Electrical Technician	Hourly	$ 18.59	$ 19.09	$ 19.54	$ 20.07	$ 20.53	$ 21.01	$ 21.50	$ 22.02	$ 22.48	$ 22.94	$ 23.43	$ 23.96	$ 24.17
2	Ground Technician	Hourly		$ 22.09	$ 22.64	$ 23.21	$ 23.78	$ 24.32	$ 24.92	$ 25.45	$ 26.04	$ 26.57	$ 27.13	$ 27.72	$ 27.99
3	Lineworker III Inventory/Purch. Spec Substation Tech II Electrical Design Technician	Hourly		$ 25.08	$ 25.74	$ 26.33	$ 26.98	$ 27.64	$ 28.29	$ 28.92	$ 29.55	$ 30.18	$ 30.84	$ 31.49	$ 31.83
4	Lineworker II Electric Operational Specialist	Hourly			$ 27.35	$ 28.05	$ 28.72	$ 29.41	$ 30.08	$ 30.77	$ 31.48	$ 32.17	$ 32.82	$ 33.49	$ 33.83
5	Lineworker I Substation Electrician	Hourly				$ 29.69	$ 30.40	$ 31.14	$ 31.87	$ 32.60	$ 33.30	$ 34.02	$ 34.70	$ 35.46	$ 35.83
6	Senior Lineworker (Closed)	Hourly													$ 39.62