

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**



AND



**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 20
(AFL-CIO)**

EFFECTIVE FROM SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023

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This Agreement by the City of Hamilton, Ohio ("City," "Municipality," or "Employer") to members of Local 20 working under the operations, conditions, and requirements of the Hamilton Water Plant, Water Reclamation Plant, Electric Power Plant, Greenup Hydroelectric Plant and the Division of Gas and Water Distribution, and to the International Union of Operating Engineers ("Union" or "Local 20"), WITNESSETH:

ARTICLE 1. RECOGNITION, DUES AND FEES

Section 1. Recognition; Definition of Bargaining Unit

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

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

Section 3. Attendance of Representatives at Meetings

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

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

Section 4. Union Security and Dues Check-off

- A. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.
- B. The Employer agrees to deduct regular Union membership dues on a biweekly basis from the pay of any employee in the bargaining unit eligible for membership upon receiving an approved

written authorization signed individual and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

- C. . The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of the Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole exclusive obligation and responsibility of the Union.
- D. Any employee who voluntarily submits a dues check-off authorization and who thereafter revokes such authorization shall pay to the Union, through payroll deduction, an agreement administration fee for the duration of this Agreement. The agreement administration fee is automatic and does not require the employee to remain a member of the Union nor shall the agreement administration fee exceed the dues paid by the bargaining unit employees who are members of the Union. The agreement administration fee shall comply with all provisions of Ohio Revised Code Section 4117.09 and Ohio Administrative Code Section 4117-11-01. Within thirty (30) calendar days following the effective date of this Agreement, the Union shall certify to the Employer in writing the amount of the agreement administration fee. Any changes in the amount of the agreement administration fee must be provided to the Employer in writing no less than sixty (60) calendar days prior to the effective days of such change.
- E. The Union will provide the Municipality with at least two (2) calendar weeks written advance notice of a pending change in dues or fair share fees.

The amounts remitted to the Union by the Municipality under this Article 1, Section 4 of this Agreement shall be treated for all purposes as correct unless the Union, within two (2) calendar weeks of the date on which the remittance was forwarded by the Municipality, provides the Municipality with written notice of a claim, including a statement of reasons therefore, that such amount is incorrect.

- F. The Union shall pay the Municipality an annual service fee of one hundred and twenty dollars (\$120) in December of each year to reimburse the Municipality for expenses related to the deduction and remittance of dues and fair share fees.
- G. The Employer agrees to notify and provide the Union the name, address, and classification of any new employee hired into a classification covered by this bargaining agreement, as soon as reasonably possible after the employee is hired.

ARTICLE 2. INTENT AND PURPOSE

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

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

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

ARTICLE 3. MANAGEMENT RIGHTS

Section 1.

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

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

- I. To determine the duties to be assigned to all bargaining unit job classifications;
- J. To take actions to carry out the mission of the Employer as a governmental unit.

Section 2.

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

Section 3.

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

ARTICLE 4. GRIEVANCE PROCEDURE

SECTION 1.

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

STEP 1.

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

STEP 2.

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

STEP 3.

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

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

STEP 4.

The Union may, within fifteen (15) calendar days of receipt of the Director's disposition of the grievance, elect to invoke arbitration by directing a written demand therefore to the Municipality. In the event that the Municipality claims, in accordance with the definition of a grievance set forth in this Section 1 of this Article 4 of this Agreement, that the Union is violating or failing to comply with this Agreement, the Municipality may invoke arbitration of such claim directly under this Step 4 by written notice to the Union; provided, however, that the Municipality shall not be required to invoke arbitration hereunder as a precondition to invoking any other rights or remedies it may have against the Union for violation or failure to comply with this Agreement.

Subject to the scope of the authority conferred upon the Arbitrator by the Union and the Municipality under Section 2 of this Article 4 of this Agreement, the disposition of the grievance by the Arbitrator shall be final and binding on the Municipality, the Union and the grievant and shall be enforceable in such manner as arbitration awards are customarily enforceable in accordance with Ohio Revised Code Section 4117.09 as amended from time to time, or any subsequently enacted statute of similar intent. The arbitrator shall be selected from a panel of arbitrators established by agreement of the parties.

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

SECTION 2.

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

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

SECTION 3. GUIDELINES FOR EFFECTIVE PROCESSING

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

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

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

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

A grievance not filed or advanced to the next higher level within the time limit provided in this Agreement shall be deemed permanently withdrawn. A grievance not responded to within the time limit provided in this Agreement shall automatically move to the next step upon expiration of the response period.

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

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

The Union and Management recognize the value of early involvement of the parties in the processing

of grievances. Accordingly, the Municipality will afford the International Business Representative the right to visit a plant facility with advance notification to plant management for the purpose of gathering data and facts. Meeting spaces to accommodate private discussions with the Shop Steward will be provided.

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

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

ARTICLE 5. SENIORITY

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

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

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

ARTICLE 6. LEAVES OF ABSENCE

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

Seniority shall accumulate during such leaves of absence.

Section 2. The Municipality may, at the written request of the Union, grant a leave of absence without pay to an employee who is an elected representative of Local 20 for a period of up to three (3) consecutive years for the purpose of serving as a full-time employee of the Local or International Union of Operating Engineers.

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

No financial benefits shall be paid to or on behalf of the employee during any unpaid leave of absence for Union business which exceeds three (3) consecutive calendar months.

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

An employee who retires under provisions of the Public Employees Retirement System while either on Union Business Leave, or who has returned from Union Business Leave within one (1) calendar year of retirement date, shall receive pay for accrued sick leave (Article 12, Section 1-C) at his or her rate in effect at the commencement of the Union Business Leave.

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

ARTICLE 7. HOURS OF WORK

GREENUP and MELDAHL: HOURS OF WORK

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

Forty (40) hours shall constitute a regular workweek.

Determination of starting times shall be made by Management. Schedules may be changed by Management from time to time to suit changing conditions in the plants provided, however, that indiscriminate changes shall not be made in such schedules and provided further that such changes deemed necessary shall be made known publicly to all plant personnel two (2) calendar days (48 Hours) in advance of the proposed change.

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

Greenup: Hours of Work

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

Meldahl: Hours of Work

1. For individuals assigned to shifts A, B, C or D and working day shift Friday at 5 p.m. on Friday.
2. For individuals assigned to shifts A, B, C or D and off on Friday at 5 p.m. Friday.
3. For individuals assigned to shifts A, B, C or D and on nights Friday at 5 a.m.
4. For Individuals on a non-rotating (i.e. regular 8-hour day), the workweek shall commence at 12:01 a.m. on Saturday.

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

In the event that an employee's shift is permanently changed from those designated in group 1 above (A,C) to a shift in Group 1 (B,D) or vice versa, then an individually calculated accounting shall be made for that week in which the permanent change occurs. Said calculations shall begin with the end point

of the old work schedule and shall conclude with the end point of the new workweek schedule. Any hours actually worked, during that period, which exceed forty (40) hours shall be paid at a rate of at least one and one-half ($\frac{1}{2}$) time rate.

Section 3. Any employee called to work at any time other than his or her regular schedule or any employee reporting for work on his or her regular schedule who has not received notification not to report shall be guaranteed eight (8) hours work at any job available, or in lieu thereof, four (4) hours pay at his or her regular hourly rate.

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

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

Section 6. Forty (40) hours shall constitute a regular workweek for all employees in the bargaining unit. Eight (8) hours shall constitute a regular workday except for employees assigned to a rotating shift schedule at the Greenup and Meldahl Plants whose regular workday shall consist of twelve (12) hours.

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

Determination of starting times shall be made by Management. Schedules may be changed by Management from time to time to suit changing conditions in the plants provided, however, that indiscriminate changes shall not be made in such schedules and provided further that such changes deemed necessary shall be made known publicly to all plant personnel forty-eight (48) hours in advance of the proposed change. When a schedule change involves an employee who is off duty, two separate attempts to verbally notify that person will be made to ensure they have received forty-eight (48) hour notice, otherwise the vacation request which caused the need for change will be denied. Nothing contained herein shall prohibit the Employer from seeking volunteers to change schedules with less than forty-eight (48) hours notice provided those volunteers are requested starting with the employee who is the lowest on the overtime list in the classification for which the work is to be performed. Should the Employer's attempt to obtain volunteers be unsuccessful, the Employer may elect to pay overtime or subcontract the work in question.

Section 7. The workweek shall be considered the beginning of third shift on Saturday to the end of second shift the following Friday.

Section 8. Any employee called to work at any time other than his or her regular schedule or any employee reporting for work on his or her regular schedule, who has not received notification not to report, shall be guaranteed eight (8) hours work at any job available, or in lieu thereof, four (4) hours

pay at his or her regular hourly rate.

Section 9. Excused time off from work will be calculated as part of the regular forty (40) hour work schedule.

Section 10. In the event of an official time change in connection with adjustments made for Daylight Savings Time, those affected employees shall be compensated according to the actual number of hours worked without reference to the official time change.

Section 11. For purposes of administering the Fair Labor Standards Act, as amended, and in aid of calculating overtime hours, the terms and conditions of Article 7, Sections 2 through 5 apply to the Greenup & Meldhal Hydroelectric Generation Plants.

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

ARTICLE 8. CALL-IN

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

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

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

Should such work not require the full four (4) hours, it shall be the prerogative of the employee to go home but remain on call for the duration of the four (4) hour call-in period. Should another call-in occur for the classification required in the first call-in during the balance of this period, an attempt will be made to contact the person on call to report for this work. If after allowing) forty-five (45) minutes travel time the employee is unable to be contacted or to report for work, for any reason, normal call-in selection procedures will be followed.

In the event of a subsequent call-in, pay for the first call-in shall terminate upon the start of the next call-in provided that there shall be a one (1) hour minimum at the appropriate rate for the first call-in.

Section 2. Stand-By Call-In Duty Employees assigned standby call-in duty, who are required to respond to duty upon a call, shall receive an additional two-hundred and fifty dollars (\$250.00) for each week during which he or she is required to be on standby. An employee may trade days during the calendar year and the weekly compensation for stand-by \$250.00 will be adjusted at a rate of \$35.71 per day. All employees who are on standby shall report for duty within forty-five (45) minutes of any call.

Section 3. Guidelines for Stand-By Call-In Procedures for the Gas and Water Distribution Division only

1. Subsequent to the execution of this Section, the Gas and Water Distribution Superintendent will establish four (4) person call-in crews that will rotate during the calendar year. A crew will consist of four (4) employees: one (1) Utilities Crew Leader, one (1) Automotive Equipment Operator II, and two (2) Maintenance Workers. The rotation of crews on call for the calendar year will be Maintenance Workers. The rotation of crews on call for the calendar year will be established by pulling the crews established by the Superintendent from a hat. For the schedule in calendar year 2017, the Superintendent will post the schedule within seven (7) calendar days of the execution of this Memorandum for the entire calendar year for which a crew will be on call each week. For subsequent years, the Superintendent will post the schedule by December 15 of each year for the entire following calendar year for which a crew will be on call each week. The

Superintendent may modify the schedule during the calendar year based on staffing changes or other operational changes, including, but not limited to, new hires, retirements, resignations, and leaves of absences, but must post any schedule adjustments no later than 12:00 p.m. on Friday of the preceding week.

2. All employees on the crew posted for stand-by shall respond for duty upon a call as soon as possible but no later than forty-five (45) minutes of the call, unless an employee trades with another employee in the same classification to respond for duty. Employees in the classifications referenced in Paragraph 1 of this Memorandum will be required to respond for duty or trade if they are scheduled for stand-by duty. If an employee scheduled for stand-by duty has an unscheduled absence due to an unforeseen illness which prevents the employee from working his or her regularly scheduled shift and the employee is physically unable to make a call or calls to secure a trade, the Superintendent or his or her designee, upon the employee's request, will assign the employee in the appropriate classification with the lowest overtime to respond for duty. The Superintendent will monitor the use of the provision in the immediately preceding sentence to ensure it is not abused. If an employee scheduled for stand-by duty has a scheduled absence, the employee shall always be required to secure a trade for his or her call-in duty.
3. If more than one crew is needed to respond to an event on call, Management will call for an additional crew by low overtime.
4. Employees will be paid \$250.00 for each week during which he or she is scheduled to be on stand-by, that amount may or may not be adjusted for weeks in which employees trade, per the Superintendent's discretion. If an employee trades with another employee in the same classification for an entire week and notifies the Superintendent of his or her designee by the close of business of the preceding week, the Superintendent or his or her designee may adjust the schedule to the trade and the \$250.00 will be paid to the employee on call per the updated schedule. Per the Superintendent's discretion, an employee may trade days during a calendar year and the weekly compensation for stand-by of \$250.00 will be adjusted at a rate of \$35.71 per day. If an employee fails to respond for a call within forty-five (45) minutes of the call, the employee scheduled for stand-by duty will forfeit the \$250.00 for the applicable week or weeks and may be subject to discipline, unless the Superintendent or his or her designee has approved a response time in excess of forty-five (45) based on extenuating circumstances.
5. The stand-by call-in calendar week shall start on Monday at 7:00 a.m. and end the following Monday at 6:59 a.m.
6. Employees in the classifications of Utilities Troubleshooter (daytime), Utilities Meter Repairer II, Gas Leak Surveyor, and Regulator Technician may volunteer to participate in a stand-by call-in system per these terms, if it is mutually beneficial to the Parties.
7. The terms of this section shall be limited in its application to the Gas and Water Distribution Division only, shall not apply to the Utilities Troubleshooter classification (nighttime) and shall not be considered as precedent.

ARTICLE 9. OVERTIME AND PREMIUM PAY

Work performed outside the regularly scheduled eight (8) (Greenup & Meldahl: twelve (12)) hours per day and the regularly scheduled work week shall be paid for as overtime in accordance with the following provisions:

Section 1. Time and one-half the regular hourly rate shall be paid for all work in excess of eight (8) (Greenup & Meldahl: twelve (12)) hours in any one day.

This overtime pay provision shall also apply to hours of work which constitute the second eight (8) (Greenup & Meldahl: twelve (12)) hour period of a double shift assignment caused by a change to the employee's workweek schedule.

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

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

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

Section 4. Employees working Sunday when it is part of their regularly scheduled workweek and not a scheduled day of rest shall receive a premium of fifty (50) percent per hour based upon their straight time hourly rate for all hours so worked.

Section 5. Employees working Saturday when it is part of their regularly scheduled workweek and not a scheduled day of rest shall receive a premium of twenty-five (25) percent per hour based upon their straight time hourly rate for all hours so worked.

Section 6. Overtime and Selection Procedure

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

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

- A. Overtime occurring at the end of a shift or any emergency overtime shall be equalized as far as possible among those qualified to do the work. All overtime shall be offered to the lowest qualified (by classification) employee available. Should the employee refuse to report, he or

she shall be charged on the overtime schedule with the overtime worked. An operations employee working on a shift who refuses offered overtime shall be charged on the overtime schedule.

When an operator reports off sick for an extended sick leave of two (2) days or more and there is no relief operator previously scheduled on that shift, an operator of the same class on a relief crew may be assigned to the shift on the second and subsequent days.

In the plants, temporary vacancies of one (1) day in an Operator class which are occasioned either by unexpected employee absence or are a result of normal relief days shall be filled in the following manner:

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

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

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

- 1) Operators in class, low in overtime.
- 2) The classified operator on shift.
- 3) Out of class qualified personnel who are low in overtime accumulation.
- 4) Out of class qualified personnel on shift.
- 5) The least senior in-class employee on shift may then be forced to cover the vacancy on an overtime basis.
- 6) Temporary vacancies of more than one (1) day in an Operator class which are occasioned by unexpected absence shall be filled in the following manner:
- 7) An in-class relief operator will first be assigned to the vacancy.
- 8) In the event that an in-class relief operator is not available for assignment, the vacancy may be filled by temporary promotion of lower classed, qualified personnel.

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

The following designation of maintenance versus operating classes has been mutually agreed upon

relative to the implementation of Article 9, Section 6A:

MAINTENANCE

Automotive Equip. Oper. II

Chief Water Plant Maint.
Mechanic

Chief Water Reclamation Maint. Mechanic
Gas Leak Surveyor
Hydro Plant Maint. Supervisor

Laborer
Maintenance Worker
P.P. 1st Class Maint. Mech.
P.P. Maintenance Engineer
Plant Utility Worker
Regulator Technician
Utilities Crew Leader
Utilities Meter Repairer II
Water Production Crew Leader

OPERATIONS

Electric System Operator
Hydro Operator-Greenup
Hydro Operator-Meldahl

Plant Operator
Plant Utility Worker
Utilities Troubleshooter
Water Reclamation Operator I
Water Reclamation Operator II
Utilities Plant Maintenance Worker

Utility Plant Relief Operator
Maintenance Welder Fitter

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

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

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

9) In contacting employees for available overtime, an attempt to notify the entitled person by telephone will be made up to twelve (12) hours prior to the anticipated reporting time. Further attempts to contact a qualified employee will be made to cover the available overtime before an employee on shift is required to work a double shift. Failing in this, a qualified employee on shift may be required, if necessary, to perform the available overtime.

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

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

10) Effective 12:01 a.m. on January 1 of each year, overtime balances of employees shall all be reduced to zero (0). In that new calendar year, the first overtime opportunities shall be presented to the senior person (by class seniority) in the classification(s) in which the overtime occurs. Overtime selection thereafter shall be in accordance with appropriate provisions contained elsewhere within Article 9.

- B. Overtime occurring at the end of a shift involving work crews on a specific job will be first made available to the employee on the job provided the anticipated overtime is not expected to exceed four (4) hours based upon the considered judgment of the Division Superintendent or his or her representative.

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

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

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

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

- D. In view of the many circumstances that can arise in which an employee who is low in overtime accumulation may not actually work the available hours, it is possible, then, that a "spread" or hours differential may occur among certain employees within a given class. Management and the Union are equally committed to the principle of equalization.

In this context, the parties to the Agreement shall meet as needed, as determined by both parties, to review the status of overtime hours with respect to member employees and other hourly rated classes within the defined bargaining unit. Such meetings will provide an opportunity to determine the causes for such differentials and enable timely and effective corrective action to be taken. The causes of overtime grievances shall also be addressed at these meetings. It is understood that in view of the variances among different classes in the normal overtime hours available to a specific class, experience gained from the meetings will be necessary to determine what, in a given class, might constitute an excessive differential in the overtime standings.

- E. Overtime accumulations shall be updated to reflect current overtime balances prior to the end of

the day shift on Wednesday. Such record shall reflect accumulative hours paid or refused on the basis of eight (8) (Greenup: twelve (12) hours per day or forty (40) per week).

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

Employees may review overtime records upon request.

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

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

Section 7. In the event an employee is temporarily reclassified, he or she shall be eligible for available overtime falling within his or her temporary class. As the employee is temporarily reclassified, he or she will be assigned the number of overtime hours that is equivalent to the highest accumulation in the new class as reported in the most recent overtime recap report. The employee will not be eligible for available overtime falling within his or her permanent class during the period of reclassification. Upon return to his or her permanent class, the employee's overtime status will include all overtime hours worked during both his or her permanent and temporary appointments.

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

Section 9. Premium and pay provisions will be applied in accordance with the provisions of this Agreement provided the employee has worked or been in an approved pay status for the previous five (5) scheduled workdays.

An employee on an approved sick leave during any of the previous five (5) days may receive the premium overtime rates for the sixth or seventh days provided the employee has worked or been in an approved pay status the previous five (5) scheduled workdays.

An employee on an approved sick leave during any of the previous five (5) days may receive the premium overtime rates for the sixth or seventh days provided the employee produces valid evidence to justify his or her absence. The evidence to be required shall be determined by the City. The significance of this provision is to provide the City protection against the misuse of sick leave which could be more tempting when an overtime situation is involved. The Union agrees to support the City in its effort to control the misuse of sick leave in this or any other case.

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

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

Section 12. In no event shall an overtime or premium pay provided for in these sections be pyramided or duplicated. Thus, if two (2) or more of its overtime and/or premium pay provisions are applicable to the same hours of work, only the appropriate provision yielding the largest amount shall satisfy the requirements of all other applicable pay provisions. However, overtime and premium rates for all hours worked shall be computed on the applicable straight time hourly class rate plus any appropriate shift differential.

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

Section 14. Compensatory Leave In accordance with the 1985 amendments to the Fair Labor Standards Act, employees of the bargaining unit may opt for compensatory leave in lieu of cash payment of overtime hours worked. The following administrative procedures shall govern the accrual and utilization of compensatory leave in lieu of cash payment:

- A. There shall be a maximum accumulation of eighty (80) hours per calendar year
- B. Hours of compensatory time shall be equal to pay hours at the appropriate overtime rate as would have been in effect when those hours were worked.
- C. An employee who intends to utilize the compensatory leave option must provide notification of such intent to bank these hours at the same time as the hours are worked. Requests to bank hours as compensatory time shall be indicated on the back of the time card and signed by the employee. Any overtime hours worked, where such option is not requested, will be paid.
- D. The requests for use of compensatory time shall be made on the same basis as vacation days.
- E. Any compensatory time accrued but not used by November 30th in each year shall be converted to pay as soon as practicable. Employees that accrue compensatory time during the last pay period of the current year (that is paid in the next year) and ends in the new year, would be able to accrue this compensatory time in the following year.

- F. Requests for compensatory leave utilization shall be in increments of four (4) hours when such use will not require overtime for fill-in.

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

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

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

- A. Request vacation or personal time off to cover their regular scheduled shift, or
- B. Request to be off on unpaid time on their next regular scheduled shift.

If non-scheduled work results in an employee working for any period of time during the period between four (4) and seven (7) hours before the start of the employee's regular scheduled shift, then the employee shall have the option to take unpaid personal leave for the next regular scheduled shift or, if the employee chooses to work the next regular scheduled shift, time worked on that next regular scheduled shift shall be paid at one and one half (1½) times the regular rate.

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

ARTICLE 10. VACATIONS

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

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

Section 2. Employees shall submit their choice of vacation dates for the calendar year, January 1 to December 31, to their Supervisor before April 1 of each year. Vacations shall be selected according to the length of service in class except that in the Divisions of Gas and Water Distribution, divisional seniority shall govern. An employee, with the approval of his or her Supervisor, may change his or her selection of vacation periods after April 1 by notifying his or her Supervisor four (4) days in advance provided that he or she would not "bump" another employee.

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

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

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

ARTICLE 11. SHIFT DIFFERENTIAL

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

GREENUP: A "Lead Shift Differential" of forty cents (\$.40) per hour for each hour worked shall be paid to one senior qualified Hydroelectric Operator on shift. This lead shift differential pay will discontinue permanently August 31, 2021.

ARTICLE 12. EMPLOYEE BENEFITS

Section 1. Sick Leave

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

An employee is required to have a doctor's excuse after (3) consecutive sick days or (5) unexcused occurrences in a calendar year. In those instances where an employee will be required to present a physician's certificate, the employee will be so notified of this fact in advance and in writing. Such written notification will apply to those next or future instances of sick leave usage. Employees shall not feign illness or injury, falsely report themselves ill or injured, or otherwise deceive or attempt to deceive as to the condition of their health.

Whenever an employee's uncertified absences (uncertified means without a medical certificate or other suitable proof required by the City) for sick leave exceeding five (5) occurrences in any calendar year, a medical certificate or other suitable proof will be required for sick leave absences to be approved. If no certificate or proof is provided after five (5) occurrences, the employee's sick leave will not be approved. An employee will receive one (1) occurrence for each day the employee uses sick leave without a certificate or proof whether the employee uses for example one fourth ($\frac{1}{4}$) hour or eight (8) hours in one day.

Employees absenting themselves from work under the sick leave provisions of this Article for unscheduled sick leave absences are responsible for notifying management daily no more than twenty-four (24) hours and no less than thirty (30) minutes after start of his/her shift if no relief work is involved. If a relief work is involved, employee must notify management two (2) hours before start of shift. Employees' notification under this paragraph shall be personally, by telephone, to his or her immediate supervisor, the City answering service, or other method designated by his or her supervisor. Scheduled sick leave absences (e.g. surgeries, doctors' appointments, extended leaves of absences, etc.) shall be governed by

Article 13, Section 6. An employee on an extended sick leave absence is responsible for notifying Management one (1) day in advance of return to duty.

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

- (1) The employee must have fully utilized his or her regular sick leave accumulation.
- (2) Sick leave accumulation must equal thirty (30) days at the point when the employee's continued absence began.
- (3) Eligibility for extended benefits will require a physician's certification.
- (4) Monies for extended sick leave benefits would not be payable upon retirement, death in service, or work-related fatality.
- (5) In instances of work-related injuries, extended sick leave benefits would not be applied when the employee is eligible for or is receiving weekly benefits under Workers' Compensation.

B. An employee, hired before November 14, 1994, who is eligible to and does retire shall be eligible to receive seventy-five percent (75%) of the value of his or her accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

In the event of the death of an employee, hired before November 14, 1994, covered by this agreement for causes not related to the employee's job, a payment in the amount of seventy-five percent (75%) of the value of his or her accumulated sick leave shall be made to the surviving spouse, heir(s) at law or estate. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

An employee, hired on/after November 14, 1994, who is eligible and retires shall be eligible to receive fifty percent (50%) of the value of his or her accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

In the event of the death of an employee, hired on or after November 14, 1994, covered by this Agreement for causes not related to the employee's job, a payment in the amount of fifty percent (50%) of the value of his or her accumulated sick leave shall be made to the surviving spouse, heir(s) at law or estate. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

- C. An employee who dies as a direct result of his or her employment with the City to the extent that his or her family is eligible to receive Workers' Compensation, then said family will be eligible to receive full payment of the employee's accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1,200) hours.
- D. Notice will be provided at or near the beginning of each calendar year of employee sick leave balances.

Section 2. Facilities

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

The employee recognizes that the maintenance and reasonable care of issued equipment in his or her possession or provided for his or her use is his or her responsibility. Replacement of such articles will be effected through the employee's supervisor.

Section 3. Clean-Up Time

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

Section 4. Lunch Period

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

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

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

Lunch breaks are subject further to the following conditions:

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

Section 5. Coffee Break

In accordance with existing City policy, employees will be permitted one (1) ten (10) minute coffee break during the first four (4) hour period and the final four (4) hour period of the work shift.

Section 6. Clothing Allowance and Uniforms

- A. During the term of this Agreement, the City will provide to bargaining unit employees work uniforms consisting of eleven (11) sets of long sleeve shirts, eleven (11) sets of t-shirts, eleven (11) sets of pants, one (1) winter jacket, and one (1) Bib overall which such employees will be required to wear while on duty. The City will provide for the cleaning of the uniforms. Such uniforms will be replaced by the City on an as needed basis subject to City management approval.

During the term of this Agreement, the City shall pay every bargaining unit employee two hundred dollars (\$200.00) per year as an allowance for safety shoes and safety glasses as determined by the Municipality. Employees will be required to wear safety shoes and safety glasses while on duty. The allowance money will be paid on or before September 30 each year. All such articles issued by the City shall be worn by the employees during working hours and when traveling to and from work only.

- B. Monies paid by the City for the purchase of work clothing, safety shoes, or safety glasses will be subject to recovery should the employee resign within three (3) months following receipt of payments.

Section 7. Funeral Leave

In the event of a death of a person, not of an immediate relationship as provided, but who is a relative of the employee, leave pay of up to (1) eight (8) hour work day may be taken for funeral purposes. Those employees who are regularly assigned a twelve (12) hour shift may take four (4) hours of approved vacation, compensatory time, floating holiday, or report to work for the remaining four (4) hours at the beginning or at the end of work shift.

- A. In the event of death in the immediate family, a permanent employee shall qualify for funeral leave with pay for a total of (24 hours) for participation in funeral services or arrangements.

For the purpose of this section, immediate family is defined as: spouse, child or stepchild, grandchild, parent, step-parent, grandparent, brother, sister, brother-in-law, sister-in-law, parents or stepparents of spouse, grandparents of spouse or step-grandparents.

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

In the event an employee should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against vacation

credit, with the approval of the supervisor.

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

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

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

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

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

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

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

Section 8. Pension Plan, Hospitalization, and Medical Care

- A. The City shall provide to full-time permanent employees a plan of health insurance. The City and the employees shall share in the overall premium cost of the insurance plan in the following manner: the City shall contribute no more than eighty-five (85%) percent of the total premium cost and the employees shall contribute at least fifteen (15%) percent of the total premium cost through payroll deduction.

The parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost, including, but not limited to, alternate insurance coverage, and alternate means of providing coverage. The Union recognizes the right of the Municipality to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or reduce premium costs.

The parties agree that the City may annually change the content of the insurance plan and/or the insurance carrier after consultation with representatives of the affected bargaining units. Adjustment of deductibles and co-pays shall not be construed as a reduction in benefit levels.

The Union understands and agrees that any increase in the premium rates for health, medical, life and related insurance premiums shall be a factor considered in the total economic proposals for successor negotiations. Any rate increase which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

- B. The parties agree that the Union may participate in a City-wide health insurance committee. The parties acknowledge that the purpose of the Committee is to work with City administration within the City's budget parameters to review insurance coverage and consider alternative coverage or benefits.
- C. In the event of an employee's death during active employment, the City will continue to pay its portion of premiums for the existing plan of health coverage which may have been in effect for a spouse or children during the month of death and for the next month following, provided that there is no other health care plan in effect.

Section 9. Holidays

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

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

- B. Employees will be paid eight (8) times their regular straight time hourly rate as holiday pay for full day holidays when such days occur or are celebrated on regular workdays. Employees in a non-pay leave status shall not be eligible for holiday pay for any holidays while on leave of absence.

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

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

- C. For work performed on a holiday, employees will be paid double time the straight time hourly rate for each hour worked in addition to the appropriate holiday pay noted in Section 9-B and will be paid double time for hours worked in excess of eight (8) on such holidays.
- D. Operating personnel shall observe the calendar date of the holiday with regard to holiday and premium pay rather than the day observed when the two days differ. Non-operating personnel shall observe the “day observed” when it differs from the calendar day of the holiday.
- E. Permanent employees, during each full calendar year, shall be guaranteed seventeen paid holidays. Employees whose schedules provide for less than seventeen (17) paid holidays during the course of the calendar year will be guaranteed the seventeen holidays by receiving the holiday pay in an amount equal to the difference between the holidays observed by the employee and the seventeen guaranteed holidays. This provision is limited to continuous operating personnel wherein work schedules will not effectively permit observing another day off.

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

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

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

Employees will be permitted to schedule their annual birthday and personal leave days as “floating” holidays.

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

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

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

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

- G. Employees shall request use of a floating holiday not less than twenty-four (24) hours prior to the employee's regular starting time. The leave request will be either approved or disapproved as promptly as possible. The twenty-four (24) hour notice shall not apply in cases of unforeseeable emergency.
- H. Employees may use holiday leave in a minimum of four (4) hour increments.

Section 10. Life Insurance

- A. The City will arrange for a policy of group life insurance for active, permanent employees who have completed six (6) months' service with the City.
 - (1) The amount of life insurance coverage shall be an amount equal to one times the employee's annual wage or salary as provided in the Classification and Compensation Plan, but rounded to the next lower one-thousand dollar (\$1,000) increments.
 - (2) If the employee's annual wage or salary increases, the amount of his or her insurance coverage shall be redetermined in accordance with Section A(1) on an annual basis.
 - (3) A double indemnity provision for accidental death or dismemberment benefit will be provided.
 - (4) The Municipality will pay the total cost of the first ten thousand dollars' (\$10,000) coverage, which shall be known as the non-contributory portion of the benefit eligibility. Optional group life coverage of up to one times the employee's annual salary as shown in the Classification and Compensation Plan will be made available at a cost to the employee of fifteen cents (\$0.15) per month per thousand dollars' coverage.
 - (5) Should an employee not elect life insurance coverage on the basis of one times earnings, the City will provide a maximum of ten thousand dollars' (\$10,000) coverage to include accidental death and dismemberment protection.
- B.
 - (1) The amount of death benefit on each employee retiring prior to January 1, 1970 will be one thousand dollars (\$1,000).
 - (2) Regular, full-time employees who retire on or after January 1, 1970 but prior to March 1, 1977 will be provided with a maximum of two thousand dollars (\$2,000) as a death benefit. The cost of said benefit shall be paid in full by the City.
 - (3) Regular, full-time employees who retire on or after March 1, 1977 will be provided with a maximum of four thousand dollars (\$4,000) as a death benefit. The cost of said benefit shall be paid in full by the Municipality.

Section 11. Merit Increases

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

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

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

Employees who merit an increase in pay and who do not receive such on the first pay following eligibility shall be entitled to retroactive pay equal to the difference in two (2) rates payable in the next pay.

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

Section 12. Rain Provision

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

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

Section 13. Injury Leave

A. An employee who suffers an on-the-job injury from an identifiable incident that occurred in the course of the performance of his or her official duties within the scope of his or her employment with the Employer, and who is off work due to said injury for a continuous period of fifteen (15) calendar days, will be compensated at his or her regular rate of pay at the time of the injury in lieu of the employee's income from disability benefits from Workers' Compensation or any other state source, for a period of time not to exceed one hundred and twenty (120) calendar days from the date of injury, provided the employee is diagnosed and treated by a doctor on a preferred provider list of workers' compensation doctors approved by the Municipality. After the employee has been off work for a period of fifteen (15) continuous days, the employee shall

receive his or her regular pay retroactive to the third (3rd) work day of the period of continuous absence. Two (2) work days of this period shall be charged against the employee's sick leave balance and the remaining work days for which injury leave is due shall be re-credited to the employee's sick leave account.

- B. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the Employer, from time to time, to submit to a medical examination by a physician selected by the Employer for the purpose of determining any questions regarding eligibility for and the duration of injury leave.
- C. Notwithstanding any other provisions of this Agreement, an employee on injury leave who is unable to perform his or her regularly assigned duties may, at the discretion of the Employer, be assigned other duties not requiring great physical exertion in lieu of injury leave compensation, provided such work is available and the Employer's physician releases the employee to return to work under such conditions.
- D. The Employer shall have the right to demand proof of all items listed above regarding injury leave. Falsification of any information with respect to any paid leave, including injury leave, shall be grounds for discharge.
- E. The City will continue premium payments on medical, surgical and life insurance benefits during any period of ILWP. The Municipality will pay premiums for hospitalization, surgical, major medical and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.
- F. Seniority shall continue to accrue during any period of approved leave.

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ARTICLE 13. GENERAL PROVISIONS

Section 1. Administration of Pay Ranges

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

Section 2. Shift Trades

With prior supervisory approval, employees assigned to a continuous operation may trade work shifts within their permanent classification. A shift trade must be completed within the same two (2) week payroll period.

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

Section 3. Temporary Appointments

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

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

Section 4. Range Adjustment

Members shall advance one step upon completion of their probationary period.. Service at each step thereafter shall be on an annual basis until the eighth (8th) step which shall be for six (6) months, followed by six (6) months at the ninth (9th) step and final advancement to the tenth (10th) step. Advancement shall be according to this schedule providing performance merits such consideration and the employee has successfully achieved licensing conditions where applicable. Nothing in this section prohibits the Employer from placing a new employee at a step higher than step one, or advancing an employee at a faster than annual rate.

In the event of an employee promotion which results in a pay range increase of one or more pay ranges, management will place that employee in the pay step in the new range that provides a minimum increase of 5 percent over their present rate.

In the event that an employee wishes to take a voluntary demotion, management will place that employee in the step in the new range that is the least amount of rate reduction.

Section 5. Disabled Employee

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

Section 6. Supervisors Working

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

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

Section 7. Employee Responsibility

Employees are responsible for maintaining their work stations in a clean and orderly fashion. Operating personnel shall regularly observe all equipment under their supervision to ensure proper operation and thoroughly understand the operation of all equipment under his or her jurisdiction. Employees are responsible for reporting any unusual happening or occurrence on their shift. If the incident is of a serious nature, the operator on duty will notify supervision without delay.

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

Section 8. Consecutive Off-Days

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

Section 9. License Examinations

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

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

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

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

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

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

Employees, who hold maintenance classifications which do not require a state certification or license but work in a classification series that allows them to promote to a classification requiring state certification or licensure, shall be eligible for a one (1) pay step increase upon successfully obtaining a state certification or license which is pre-approved by the City and required for promotion within their division. Eligibility for further merit increases will not be affected by such advancement and will continue to be calculated on an annual basis from the date of the employee's last merit increase. Employees who obtain a pre-approved state certification or license and have reached the top step of their pay range shall receive a one (1) time lump sum payment of five hundred dollars (\$500.00). This paragraph does not apply to employees who demote from a classification requiring certification or licensure to a classification not requiring certification or licensure.

Section 10. Personnel Records

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

Records of any suspension received by an employee shall be purged from his or her personnel file two (2) years from the date said suspension was received by the employee provided said employee incurs no additional discipline of the same nature during the two-year period.

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

Section 11. Appointments

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

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

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

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

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

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

Section 12. Use of Alcoholic Beverages Prohibited

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

Section 13. Agreement Terms All Inclusive

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining and that the understandings and

agreements arrived at by the parties after the exercise of that right are set forth in this Agreement.

Section 14. Agreement Availability

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

Section 15. (Federally Required Anti-Drug Program)

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

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

ARTICLE 14. UNEMPLOYMENT COMPENSATION

Employees of the City of Hamilton shall be entitled to Unemployment Compensation under the laws of the State of Ohio for any period of unemployment due to layoff for lack of work or lack of funds.

ARTICLE 15. CHANGE TO OPERATIONS

Section 1. Layoff & Recall

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

The Employer shall notify the employee with the least total continuous seniority from most recent date of continuous hire as a permanent employee with the City of Hamilton that they are to be laid off.

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

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

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

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

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

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

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

Employees who are laid off shall have recall rights to the position from which they were laid off for a

period of two (2) years. Employees shall be recalled in the inverse order of layoff. An employee to be recalled shall be notified by certified letter/return receipt of the offer of recall. The letter shall be mailed to the employee's last known address. A recalled employee shall be allowed ten (10) calendar days from receipt of the notice to return to work. An employee failing to return to work within ten (10) calendar days shall be deemed to have declined recall and shall have no recall rights thereafter.

The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his or her latest mailing address. Each employee who may have an interest in any position unrelated to the classification series from which he or she was displaced, shall provide the Department of Civil Service and Personnel with an updated listing of qualifications, credentials and types of interest.

In the event of a tie among two (2) or more employees with respect to the order of layoff or recall, the affected employees shall draw lots, according to a mutually agreed procedure, to determine the order of layoff or recall.

The provisions of this Article shall be the sole and exclusive authority for the layoff, job abolishment, or recall of employees subject to this Agreement, notwithstanding any contrary provision of the Ohio Revised Code or rules of the Hamilton Civil Service Commission.

Section 2.

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

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

Section 3.

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

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

ARTICLE 16. DISCRIMINATION

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

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

ARTICLE 17. LABOR RELATIONS - A CONTINUOUS PROCESS

Section 1.

The parties agree that in the interest of promoting harmony and understanding, periodic meetings will be conducted involving the management of its various operations and its divisions with the elected representatives and Business Manager of Local 20, IUOE.

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

Section 2.

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

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

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

ARTICLE 18. ATTENDANCE POLICY

Existing policy requires that an employee notify management in advance of the scheduled shift start when said employee is absent from work. This policy also requires an employee to notify management in advance of the scheduled start of the work shift when this employee will be late in reporting to work. Generally, these provisions are most relevant to unscheduled absences.

There are two situations which occur relative to tardiness. The first, involves an employee who has not called in before the start of the work shift as is required by existing policy. The second applies to an employee who calls in before the start of his or her work shift:

Section 1. a. Employee Fails to Call in Before Start of Work Shift:

An employee who is tardy and has not called in before the start of his or her scheduled work shift will be considered to be in an unauthorized leave status.

The first occurrence of this type tardiness will result in the employee receiving a verbal reprimand and being docked pay as below.

A second occurrence within a twelve (12) month period will result in the employee not being permitted to go to work thereby forfeiting eight hours pay, and also, it will result in the employee receiving a written reprimand from the Supervisor.

A third occurrence within a twelve (12) month period will result in an automatic three-day suspension without pay.

A fourth occurrence within the twelve (12) month period will result in the scheduling of a pre-disciplinary conference with the employee being recommended for dismissal from service with the City of Hamilton.

Section 1.b. Employee Fails to Call In Before Start of Work Shift and Fails to Show. (No Call/No Show)

When an employee does not report to duty as scheduled and has not called in before the notification deadline of the start of their scheduled work shift, they shall be considered in an unauthorized leave status and classified as a “No Call/No Show” absence. Two (2) consecutive days of a “No Call/No Show” are two (2) separate occurrences.

The first occurrence of this type of absence shall result in the employee receiving a Written Reprimand and shall be docked an appropriate amount of pay in accordance with the length of time they are absent from their scheduled work shift.

The second occurrence within a twelve (12) month period shall result in the employee not being permitted to go to work, thereby, forfeiting their pay for that scheduled work shift. The employee will be issued a Notice of Final Warning for the second occurrence. The Notice of Final Warning for a “No Call/No Show” absence shall remain active for twenty-four (24) months.

An occurrence within a twenty-four (24) month period after receiving a Notice of Final Warning for a “No Call/No Show” absence shall result in the scheduling of a pre-disciplinary conference with the employee being recommended for dismissal from service with the City of Hamilton.

Section 2. Employee Calls in Before Start of Work Shift as required

When an employee is tardy and has notified management in advance of the start of the scheduled work shift, a different set of circumstances will initially occur.

The first occurrence of such tardiness will be considered to be an excused absence; however, the employee will be docked an appropriate amount of pay in accordance with the length of time he or she is tardy.

If the crew is still at the garage or in other positions that do not require relief, the employee will be docked for lost time in increments as follows:

<u>Period Late</u>	<u>Time Docked</u>
0 - 15 minutes	¼ hour
16 - 30 minutes	½ hour
30 - 60 minutes	1 hour

In the event the crew has left for the job site and the employee must be transported by a Supervisor to the site, the employee's time for pay purposes will be started when he or she reaches the job site. Again, the amount of pay which will be docked will be figured in time increments as above.

In the event an employee has a second occurrence of tardiness within a thirty-day period, even though he or she has called in, the employee will receive a verbal reprimand from the Supervisor. Appropriate loss of time policy will be in effect as described above.

In the event an employee has a third occurrence of tardiness in this manner within a ninety-day period, the employee will be issued a written reprimand concerning the violation of Departmental attendance policies.

In the event the employee has a fourth occurrence of tardiness within a six-month period, the employee will be considered for disciplinary action involving a minimum three-day suspension without pay. In this particular situation, such disciplinary action will be meted out after a pre-disciplinary conference is scheduled by management.

If additional tardiness occurs within a one (1) year period, the employee will again be subject to disciplinary action up to and including dismissal from employment with the City. Such disciplinary action will be meted out after a pre-disciplinary conference is scheduled.

Section 3. An employee will not be disciplined under Section 2 of this Policy if the employee has six (6) or fewer unscheduled absences for any time off, including, but not limited to, vacation, sick leave, compensatory leave, holiday leave, and funeral leave within a twelve (12) month period. Any unscheduled time off above six (6) within a twelve (12) month period will result in the discipline set forth in Section 2 of this Article unless the absences are required by a law such as the Family and Medical Leave Act and the Americans with Disabilities Act. One (1) unscheduled absence will be counted for each day the employee uses leave time that is unscheduled without one-day's notice whether the employee uses four (4) hours, eight (8) hours in one day, or some other amount of time. The provisions in the immediately preceding three (3) sentences are not applicable to discipline under Section 1 of this Policy.

Section 4. Excessive absenteeism or tardiness results in disruption to the scheduled activities, an excessive waste of supervisor and management time in transporting employees to job sites, and further results in a hardship on other employees who are available for work at the start of their work shift as required.

ARTICLE 19. GENERAL WAGE, RATE/CLASS ADJUSTMENTS

Section 1. General Wage Rate Adjustment

The following rate/class changes shall be:

- A. All employees shall receive a two percent (2%) across the board wage increase effective from the beginning of the pay period that includes September 1, 2020 with no performance metrics requirements.
- B. All employees shall receive a one and one-half percent (1.5%) across the board wage increase effective from the beginning of the pay period that includes September 1, 2021 & 2022. All employees shall receive a one percent (1.0%) performance-based increase effective from the beginning of the pay periods that on September 1, 2021 & September 1, 2022, if the entire bargaining unit meets or exceeds sixty percent (60%) of the performance-based criteria in Section 2 for each year.

Section 2. Performance-Based Criteria

The entire bargaining unit must meet or exceed 60% the following metrics to receive the performance-based increases set forth in Section 1(D) and (E) of this Article.

METRIC	STANDARD	VALUE
Lost time hours	0 lost time hours	10%
Lost time incidents	0 lost time incidents	10%
Unscheduled time off	No more than 3 occurrences (1 occurrence = any increment of time off with less than one day's notice) of unscheduled time off on average/per employee	20%

Reliability	<p>Average reliability based on:</p> <ul style="list-style-type: none"> - Average number of customers and hours and amount of time customers are without gas service for repairs not to exceed 10% – 5% of Reliability Value; - Average number of customers and hours and amount of time customers are without water service for repairs not to exceed 10% – 5% of Reliability Value; and - Annual generation capacity of both Greenup and Meldahl Hydroelectric Plants greater than or equal to 50% of annual nameplate generation capacity of both Plants – 15% of Reliability Value 	20%
Overtime availability ratio (Ratio between total overtime calls accepted and total overtime calls made)	Overtime availability ratio must be greater than or equal to 75% of overtime calls accepted for the entire bargaining unit. E.g. If the total overtime calls made were 8 and the total calls accepted were 6, then the overtime availability ratio is 75%	25%
Attendance Policy Violations	Less than 5% of the bargaining unit receives either a suspension or dismissal for occurrences under Article 18 - Attendance Policy per year	15%

Section 3. Training Stipend

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

ARTICLE 20. SAVINGS CLAUSE

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

ARTICLE 21. NO STRIKE OR LOCKOUT

- A. No employee, during the term of this Agreement, shall engage in any strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing), or any other interference with the work and statutory functions or obligations of the Employer.
- B. Neither the Union nor its officers or agents, during the term of this Agreement, shall in any way authorize, institute, aide, condone, or participate in any strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing), or any other interference with the work and statutory functions or obligations of the Employer.
- C. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing) or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:
 - 1) Publicly disavow such action by the employees;
 - 2) Advise the Employer in writing that such action by employees has not been caused or sanctioned by the Union;
 - 3) Notify employees, including its local officers and representatives, of its disapproval of such action and instruct such employees to cease action and return to work immediately;
 - 4) Post notices on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

- D. In addition to any other rights and remedies provided by law, and notwithstanding any provisions of O.R.C. Chapter 4117 to the contrary, the Employer may discharge or otherwise discipline an employee, subject to the grievance and arbitration procedure of this Agreement, for a violation of his or her obligations under this Article.
- E. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- F. Upon expiration of this Agreement and expiration of the impasse resolution procedures of this Agreement or applicable provisions of O.R.C. Chapter 4117, the employees, after 10 days' written notice, will have the right to strike as provided by law.

ARTICLE 22. RETIREMENT CONTRIBUTION PICK-UP **"SALARY REDUCTION METHOD"**

Consistent with interest, as expressed by the Local 20 Negotiations Committee, City will proceed to develop a program whereby Employer will "pick-up" the employee share of the Pension contribution by means of the "salary reduction method."

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

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

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

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

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

ARTICLE 23. FILLING OF VACANCIES

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

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

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

Section 2. When a vacancy is to be filled the Employer shall post a notice in each division covered by this Agreement for a period of not less than ten (10) days. An employee interested in the position shall notify the Employer of his or her interest on a proper form provided by the Employer not later than five (5) days after the conclusion of the posting period.

Section 3. When a vacancy is to be filled, a list of not less than three qualified bargaining unit members from within the –bargaining unit shall be used to fill the position. Selection shall be made from among the three (3) most senior members willing to accept the position.

Section 4. An appointing authority may appoint a person to fill a position within the bargaining unit from any list developed under this provision irrespective of whether the list has fewer than three names.

Section 5. The City may temporarily fill any bargaining unit position pursuant to Article 13 pending the bidding and filling provisions of this Article.

Section 6. An employee who has resigned in good standing may be considered for reinstatement if a vacancy exists in the same or similar classification within one year of the date of his or her resignation. Reinstatements are the prerogative of the Municipality. Reinstatements will not be approved if a permanent layoff list exists in the classification.

ARTICLE 24. TRANSFERS AND VOLUNTARY DEMOTIONS

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

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

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

ARTICLE 25. DISCIPLINE

Bargaining unit members may be disciplined for just cause. Discipline includes a recorded oral warning, a written reprimand, suspension, demotion, and discharge. No bargaining unit member shall be suspended, demoted or discharged without first receiving a pre-disciplinary hearing before his or her respective Superintendent. Actions of suspension, demotion, or discharge may be issued only by the Director. Recorded oral warnings and written reprimands may be issued by the Superintendent, and/or the Director. All discipline must meet the burden of just cause and subject to the grievance procedure. Discipline shall be issued in a progressive manner, except when the misconduct is of such a serious nature that a more severe penalty would be appropriate. New employees serving an initial (1) year probationary period may be disciplined, or removed, and shall have no right of appeal or review under this contract.

ARTICLE 26 NATIONAL TRAINING FUND

In order to provide the latest training to our members and City employees, the City will contribute four dollars (\$4.00) per bargaining unit member per pay period to the National Training Fund (NFT) of the IUOE.

ARTICLE 27 DURATION OF AGREEMENT

Section 1. Length of Agreement/Right of Termination

The wages, benefits, terms, and conditions of employment set forth in this Agreement shall remain in effect from September 1, 2020 through August 31, 2023, unless either party gives written notice to the other party in accordance with the provisions of Ohio Revised Code at 4117.14(B).

Section 2. Rights of Parties at Impasse

If a notice to terminate has been given by either party, and a successor agreement has not been made between the parties, the parties shall have the respective rights as follows:

The union, and its bargaining unit members, shall have, provided it has given ten (10) days prior written notice, the right to engage in a strike against the City. Written notice of its intention to strike shall be given by certified mail to one or more of the persons named in Section 3 of this Article, ten (10) days, or more, prior to October 1. The notice shall state the date and time the strike shall commence. If the union does not engage in a strike at the time and date set forth in the strike notice, or if it engages in a strike and suspends the strike before a successor agreement is made, the union shall, if it intends to strike, issue a new strike notice which shall state the date and time the strike shall commence, which shall not be sooner than ten (10) days after the date set forth in the original strike notice and not sooner than ten (10) days after the date the new notice is given. Each successive strike notice shall contain a statement of the date and time the strike shall commence which date and time shall not be sooner than ten (10) days after the date and time set forth in the last prior notice, and not sooner than ten (10) days after the date the new notice is given.

Section 3. Service of Notice

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

Richard Gerrein, Business Manager
IUOE, Local 20
1150 W. Eighth Street, Suite 205
Cincinnati, Ohio 45203

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

Office of City Manager
City of Hamilton
One Renaissance Center
345 High Street
Hamilton, Ohio 45011

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

Section 4. Duty to Bargain

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

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed by their authorized representatives on this _____ day of _____ 2020 .

FOR:

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

CITY OF HAMILTON, OHIO

Richard Gerrein,
Business Manager

Joshua A. Smith,
City Manager

J. Chad Merz
Steward

Dan Moats
Director Utility Operations

Approved as to Form:

James E. Williams
Director of Public Works

Letitia M. Block, Law Director

HOURLY: SCHEDULE E

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

<u>CODE</u>	<u>CLASS TITLE</u>	<u>RANGE NO.</u>
125.2	Auto Equipment Operator II (Gas Water)	25-A
364	Chief Water Reclamation Maintenance Mechanic	30-A
343	Chief Water Reclamation Operator	29
365	Chief Water Plant Maintenance Mechanic	28-A
338	Chief Water Plant Operator	29
320	Electric System Operator	29-A
131	Gas Leak Surveyor	27
391	Hydro Plant Maintenance Supervisor	31
392	Hydroelectric Operator (changes to 28-A 9/1/2021) then 29-A 9/1/2022)	27
329	Instrument Technician	29-A
108.2	Laborer (Public Utilities)	23
183	Maintenance Welder-Fitter	30-A
114.3	Maintenance Worker (Water and Water Reclamation)	24
114.4	Maintenance Worker (Water and Gas Distribution)	24
6225	Meldahl Plant Operator	30
6162	North Water Plant Operator	30-A
6182	Plant Operator	29-A
6181	Plant Utility Worker	24
359	Power Plant 1st Class Maintenance Mechanic	29-A
362	Power Plant Maintenance Engineer	31
130	Regulator Technician I	25-A
130	Regulator Technician II	27
161	Utilities Crew Leader	28-A
163	Utilities Meter Repairer II	27
311	Utilities Troubleshooter	26
6163	Utility Plant Relief Operator (Class I license)	27
6163	Utility Plant Relief Operator (Class II license)	28-A
6163	Utility Plant Relief Operator (Class III license)	30-A
363	Water Reclamation Plant Maintenance Mechanic	28-A
341	Water Reclamation Operator I	26
342	Water Reclamation Operator II	28-A
366	Water Production Crew Leader	28-A
366	Water Production Crew Leader (Class III license)	30-A

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2019 (If Performance Metrics Met 9/1/18 and 9/1/19)

RANGE	1	2	3	4	5	6	7	8	9	10
15										
<i>Hour</i>	16.60	17.09	17.60	18.13	19.26	20.11	20.93	21.34	21.62	22.30
<i>Annual</i>	34,528	35,547	36,608	37,710	40,061	41,829	43,534	44,387	44,970	46,384
16										
<i>Hour</i>	16.91	17.46	17.99	18.51	19.65	20.55	21.37	21.62	21.99	22.53
<i>Annual</i>	35,173	36,317	37,419	38,501	40,872	42,744	44,450	44,970	45,739	46,862
17										
<i>Hour</i>	17.17	17.68	18.21	18.75	19.97	20.78	21.69	21.99	22.26	22.85
<i>Annual</i>	35,714	36,774	37,877	39,000	41,538	43,222	45,115	45,739	46,301	47,528
18										
<i>Hour</i>	17.53	17.97	18.57	19.08	20.28	21.15	22.02	22.26	22.56	23.22
<i>Annual</i>	36,462	37,378	38,626	39,686	42,182	43,992	45,802	46,301	46,925	48,298
19										
<i>Hour</i>	17.69	18.22	18.77	19.34	20.62	21.38	22.31	22.56	22.90	23.64
<i>Annual</i>	36,795	37,898	39,042	40,227	42,890	44,470	46,405	46,925	47,632	49,171
20										
<i>Hour</i>	17.88	18.43	19.01	19.56	20.80	21.73	22.65	22.90	23.34	24.11
<i>Annual</i>	37,190	38,334	39,541	40,685	43,264	45,198	47,112	47,632	48,547	50,149
20-A										
<i>Hour</i>	18.08	18.63	19.17	19.74	21.02	21.90	22.82	23.16	23.51	24.42
<i>Annual</i>	37,606	38,750	39,874	41,059	43,722	45,552	47,466	48,173	48,901	50,794
21										
<i>Hour</i>	18.22	18.77	19.32	19.91	21.18	22.07	22.99	23.34	23.83	24.67
<i>Annual</i>	37,898	39,042	40,186	41,413	44,054	45,906	47,819	48,547	49,566	51,314
21-A										
<i>Hour</i>	18.39	18.96	19.53	20.11	21.38	22.31	23.22	23.51	24.11	24.94
<i>Annual</i>	38,251	39,437	40,622	41,829	44,470	46,405	48,298	48,901	50,149	51,875
22										
<i>Hour</i>	18.52	19.06	19.62	20.20	21.51	22.36	23.36	23.83	24.38	25.20
<i>Annual</i>	38,522	39,645	40,810	42,016	44,741	46,509	48,589	49,566	50,710	52,416

22-A										
Hour	18.74	19.30	19.91	20.51	21.80	22.70	23.73	24.14	24.63	25.58
Annual	38,979	40,144	41,413	42,661	45,344	47,216	49,358	50,211	51,230	53,206
23										
Hour	18.92	19.49	20.10	20.69	22.02	22.89	23.84	24.38	24.90	25.96
Annual	39,354	40,539	41,808	43,035	45,802	47,611	49,587	50,710	51,792	53,997
23-A										
Hour	19.11	19.68	20.26	20.87	22.23	23.15	24.14	24.63	25.30	26.35
Annual	39,749	40,934	42,141	43,410	46,238	48,152	50,211	51,230	52,624	54,808
24										
Hour	19.25	19.82	20.43	21.09	22.40	23.36	24.39	24.90	25.64	26.82
Annual	40,040	41,226	42,494	43,867	46,592	48,589	50,731	51,792	53,331	55,786
24-A										
Hour	19.53	20.11	20.71	21.31	22.70	23.73	24.72	25.30	26.04	27.12
Annual	40,622	41,829	43,077	44,325	47,216	49,358	51,418	52,624	54,163	56,410
25										
Hour	19.71	20.29	20.89	21.54	22.90	23.86	24.94	25.64	26.52	27.57
Annual	40,997	42,203	43,451	44,803	47,632	49,629	51,875	53,331	55,162	57,346
25-A										
Hour	19.98	20.57	21.20	21.86	23.26	24.26	25.37	26.09	26.89	28.00
Annual	41,558	42,786	44,096	45,469	48,381	50,461	52,770	54,267	55,931	58,240
26										
Hour	20.28	20.87	21.51	22.17	23.58	24.63	25.80	26.52	27.24	28.43
Annual	42,182	43,410	44,741	46,114	49,046	51,230	53,664	55,162	56,659	59,134
27										
Hour	20.90	21.55	22.21	22.85	24.34	25.37	26.53	27.24	28.12	29.30
Annual	43,472	44,824	46,197	47,528	50,627	52,770	55,182	56,659	58,490	60,944
28										
Hour	21.55	22.21	22.85	23.53	25.07	26.15	27.27	28.12	29.07	30.31
Annual	44,824	46,197	47,528	48,942	52,146	54,392	56,722	58,490	60,466	63,045
28-A										
Hour	21.80	22.43	23.16	23.86	25.37	26.53	27.61	28.52	29.67	31.15
Annual	45,344	46,654	48,173	49,629	52,770	55,182	57,429	59,322	61,714	64,792
29										
Hour	22.21	22.87	23.55	24.29	25.84	26.96	28.23	29.07	30.05	31.26
Annual	46,197	47,570	48,984	50,523	53,747	56,077	58,718	60,466	62,504	65,021

29-A										
<i>Hour</i>	22.49	23.19	23.88	24.58	26.17	27.29	28.66	29.41	30.56	31.94
<i>Annual</i>	46,779	48,235	49,670	51,126	54,434	56,763	59,613	61,173	63,565	66,435
30										
<i>Hour</i>	22.87	23.56	24.29	25.02	26.65	27.90	29.15	30.05	30.94	32.36
<i>Annual</i>	47,570	49,005	50,523	52,042	55,432	58,032	60,632	62,504	64,355	67,309
30-A										
<i>Hour</i>	23.19	23.88	24.58	25.35	26.96	28.23	29.58	30.56	31.63	32.91
<i>Annual</i>	48,235	49,670	51,126	52,728	56,077	58,718	61,526	63,565	65,790	68,453
31										
<i>Hour</i>	23.70	24.42	25.15	25.92	27.58	28.78	30.17	30.94	32.12	33.41
<i>Annual</i>	49,296	50,794	52,312	53,914	57,366	59,862	62,754	64,355	66,810	69,493
32										
<i>Hour</i>	24.47	25.21	25.99	26.78	28.49	29.82	31.32	32.12	33.15	34.34
<i>Annual</i>	50,898	52,437	54,059	55,702	59,259	62,026	65,146	66,810	68,952	71,427
32-A										
<i>Hour</i>	24.92	25.68	26.46	27.24	29.07	30.40	31.88	32.67	33.67	35.03
<i>Annual</i>	51,834	53,414	55,037	56,659	60,466	63,232	66,310	67,954	70,034	72,862

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2020

RANGE	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	19.39	19.95	21.22	22.16	23.10	23.36	23.81	24.59
<i>Annual</i>	-	-	40,331	41,496	44,138	46,093	48,048	48,589	49,525	51,147
24										
<i>Hour</i>	-	-	20.84	21.51	22.85	23.83	24.88	25.40	26.15	27.36
<i>Annual</i>	-	-	43,347	44,741	47,528	49,566	51,750	52,832	54,392	56,909
24-A										
<i>Hour</i>	-	-	21.12	21.74	23.15	24.20	25.21	25.81	26.56	27.66
<i>Annual</i>	-	-	43,930	45,219	48,152	50,336	52,437	53,685	55,245	57,533
25										
<i>Hour</i>	-	-	21.31	21.97	23.36	24.34	25.44	26.15	27.05	28.12
<i>Annual</i>	-	-	44,325	45,698	48,589	50,627	52,915	54,392	56,264	58,490
25-A										
<i>Hour</i>	-	-	21.62	22.30	23.73	24.75	25.88	26.61	27.43	28.56
<i>Annual</i>	-	-	44,970	46,384	49,358	51,480	53,830	55,349	57,054	59,405
26										
<i>Hour</i>	-	-	21.94	22.61	24.05	25.12	26.32	27.05	27.78	29.00
<i>Annual</i>	-	-	45,635	47,029	50,024	52,250	54,746	56,264	57,782	60,320
27										
<i>Hour</i>	-	-	22.65	23.31	24.83	25.88	27.06	27.78	28.68	29.89
<i>Annual</i>	-	-	47,112	48,485	51,646	53,830	56,285	57,782	59,654	62,171
28										
<i>Hour</i>	-	-	23.31	24.00	25.57	26.67	27.82	28.68	29.65	30.92
<i>Annual</i>	-	-	48,485	49,920	53,186	55,474	57,866	59,654	61,672	64,314
28-A										
<i>Hour</i>	-	-	23.62	24.34	25.88	27.06	28.16	29.09	30.26	31.77
<i>Annual</i>	-	-	49,130	50,627	53,830	56,285	58,573	60,507	62,941	66,082
29										
<i>Hour</i>	-	-	24.02	24.78	26.36	27.50	28.79	29.65	30.65	31.89
<i>Annual</i>	-	-	49,962	51,542	54,829	57,200	59,883	61,672	63,752	66,331

29-A										
<i>Hour</i>	-	-	24.36	25.07	26.69	27.84	29.23	30.00	31.17	32.58
<i>Annual</i>	-	-	50,669	52,146	55,515	57,907	60,798	62,400	64,834	67,766
30										
<i>Hour</i>	-	-	24.78	25.52	27.18	28.46	29.73	30.65	31.56	33.01
<i>Annual</i>	-	-	51,542	53,082	56,534	59,197	61,838	63,752	65,645	68,661
30-A										
<i>Hour</i>	-	-	25.07	25.86	27.50	28.79	30.17	31.17	32.26	33.57
<i>Annual</i>	-	-	52,146	53,789	57,200	59,883	62,754	64,834	67,101	69,826
31										
<i>Hour</i>	-	-	25.65	26.44	28.13	29.36	30.77	31.56	32.76	34.08
<i>Annual</i>	-	-	53,352	54,995	58,510	61,069	64,002	65,645	68,141	70,886
32										
<i>Hour</i>	-	-	26.51	27.32	29.06	30.42	31.95	32.76	33.81	35.03
<i>Annual</i>	-	-	55,141	56,826	60,445	63,274	66,456	68,141	70,325	72,862
32-A										
<i>Hour</i>	-	-	26.99	27.78	29.65	31.01	32.52	33.32	34.34	35.73
<i>Annual</i>	-	-	56,139	57,782	61,672	64,501	67,642	69,306	71,427	74,318

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2021 (If Performance Metrics Met)

RANGE	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	-	-	21.75	22.71	23.68	23.94	24.41	25.20
<i>Annual</i>	-	-	-	-	45,240	47,237	49,254	49,795	50,773	52,416
24										
<i>Hour</i>	-	-	-	-	23.42	24.43	25.50	26.04	26.80	28.04
<i>Annual</i>	-	-	-	-	48,714	50,814	53,040	54,163	55,744	58,323
24-A										
<i>Hour</i>	-	-	-	-	23.73	24.81	25.84	26.46	27.22	28.35
<i>Annual</i>	-	-	-	-	49,358	51,605	53,747	55,037	56,618	58,968
25										
<i>Hour</i>	-	-	-	-	23.94	24.95	26.08	26.80	27.73	28.82
<i>Annual</i>	-	-	-	-	49,795	51,896	54,246	55,744	57,678	59,946
25-A										
<i>Hour</i>	-	-	-	-	24.32	25.37	26.53	27.28	28.12	29.27
<i>Annual</i>	-	-	-	-	50,586	52,770	55,182	56,742	58,490	60,882
26										
<i>Hour</i>	-	-	-	-	24.65	25.75	26.98	27.73	28.47	29.73
<i>Annual</i>	-	-	-	-	51,272	53,560	56,118	57,678	59,218	61,838
27										
<i>Hour</i>	-	-	-	-	25.45	26.53	27.74	28.47	29.40	30.64
<i>Annual</i>	-	-	-	-	52,936	55,182	57,699	59,218	61,152	63,731
28										
<i>Hour</i>	-	-	-	-	26.21	27.34	28.52	29.40	30.39	31.69
<i>Annual</i>	-	-	-	-	54,517	56,867	59,322	61,152	63,211	65,915
28-A										
<i>Hour</i>	-	-	-	-	26.53	27.74	28.86	29.82	31.02	32.56
<i>Annual</i>	-	-	-	-	55,182	57,699	60,029	62,026	64,522	67,725
29										
<i>Hour</i>	-	-	-	-	27.02	28.19	29.51	30.39	31.42	32.69
<i>Annual</i>	-	-	-	-	56,202	58,635	61,381	63,211	65,354	67,995

29-A										
<i>Hour</i>	-	-	-	-	27.36	28.54	29.96	30.75	31.95	33.39
<i>Annual</i>	-	-	-	-	56,909	59,363	62,317	63,960	66,456	69,451
30										
<i>Hour</i>	-	-	-	-	27.86	29.17	30.47	31.42	32.35	33.84
<i>Annual</i>	-	-	-	-	57,949	60,674	63,378	65,354	67,288	70,387
30-A										
<i>Hour</i>	-	-	-	-	28.19	29.51	30.92	31.95	33.07	34.41
<i>Annual</i>	-	-	-	-	58,635	61,381	64,314	66,456	68,786	71,573
31										
<i>Hour</i>	-	-	-	-	28.83	30.09	31.54	32.35	33.58	34.93
<i>Annual</i>	-	-	-	-	59,966	62,587	65,603	67,288	69,846	72,654
32										
<i>Hour</i>	-	-	-	-	29.79	31.18	32.75	33.58	34.66	35.91
<i>Annual</i>	-	-	-	-	61,963	64,854	68,120	69,846	72,093	74,693
32-A										
<i>Hour</i>	-	-	-	-	30.39	31.79	33.33	34.15	35.20	36.62
<i>Annual</i>	-	-	-	-	63,211	66,123	69,326	71,032	73,216	76,170

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
 Effective September 1, 2021 (If Performance Metrics Not Met)

<i>RANGE</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>
23										
<i>Hour</i>	-	-	-	-	21.54	22.49	23.45	23.71	24.17	24.96
<i>Annual</i>	-	-	-	-	44,803	46,779	48,776	49,317	50,274	51,917
24										
<i>Hour</i>	-	-	-	-	23.19	24.19	25.25	25.78	26.54	27.77
<i>Annual</i>	-	-	-	-	48,235	50,315	52,520	53,622	55,203	57,762
24-A										
<i>Hour</i>	-	-	-	-	23.50	24.56	25.59	26.20	26.96	28.07
<i>Annual</i>	-	-	-	-	48,880	51,085	53,227	54,496	56,077	58,386
25										
<i>Hour</i>	-	-	-	-	23.71	24.71	25.82	26.54	27.46	28.54
<i>Annual</i>	-	-	-	-	49,317	51,397	53,706	55,203	57,117	59,363
25-A										
<i>Hour</i>	-	-	-	-	24.09	25.12	26.27	27.01	27.84	28.99
<i>Annual</i>	-	-	-	-	50,107	52,250	54,642	56,181	57,907	60,299
26										
<i>Hour</i>	-	-	-	-	24.41	25.50	26.71	27.46	28.20	29.44
<i>Annual</i>	-	-	-	-	50,773	53,040	55,557	57,117	58,656	61,235
27										
<i>Hour</i>	-	-	-	-	25.20	26.27	27.47	28.20	29.11	30.34
<i>Annual</i>	-	-	-	-	52,416	54,642	57,138	58,656	60,549	63,107
28										
<i>Hour</i>	-	-	-	-	25.95	27.07	28.24	29.11	30.09	31.38
<i>Annual</i>	-	-	-	-	53,976	56,306	58,739	60,549	62,587	65,270
28-A										
<i>Hour</i>	-	-	-	-	26.27	27.47	28.58	29.53	30.71	32.25
<i>Annual</i>	-	-	-	-	54,642	57,138	59,446	61,422	63,877	67,080
29										
<i>Hour</i>	-	-	-	-	26.76	27.91	29.22	30.09	31.11	32.37
<i>Annual</i>	-	-	-	-	55,661	58,053	60,778	62,587	64,709	67,330

29-A										
<i>Hour</i>	-	-	-	-	27.09	28.26	29.67	30.45	31.64	33.07
<i>Annual</i>	-	-	-	-	56,347	58,781	61,714	63,336	65,811	68,786
30										
<i>Hour</i>	-	-	-	-	27.59	28.89	30.18	31.11	32.03	33.51
<i>Annual</i>	-	-	-	-	57,387	60,091	62,774	64,709	66,622	69,701
30-A										
<i>Hour</i>	-	-	-	-	27.91	29.22	30.62	31.64	32.74	34.07
<i>Annual</i>	-	-	-	-	58,053	60,778	63,690	65,811	68,099	70,866
31										
<i>Hour</i>	-	-	-	-	28.55	29.80	31.23	32.03	33.25	34.59
<i>Annual</i>	-	-	-	-	59,384	61,984	64,958	66,622	69,160	71,947
32										
<i>Hour</i>	-	-	-	-	29.50	30.88	32.43	33.25	34.32	35.56
<i>Annual</i>	-	-	-	-	61,360	64,230	67,454	69,160	71,386	73,965
32-A										
<i>Hour</i>	-	-	-	-	30.09	31.48	33.01	33.82	34.86	36.27
<i>Annual</i>	-	-	-	-	62,587	65,478	68,661	70,346	72,509	75,442

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2022 (If Performance Metrics Met 9/1/21 and Not Met 9/1/22)

RANGE	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	-	-	-	-	24.04	24.30	24.78	25.58
<i>Annual</i>	-	-	-	-	-	-	50,003	50,544	51,542	53,206
24										
<i>Hour</i>	-	-	-	-	-	-	25.88	26.43	27.20	28.46
<i>Annual</i>	-	-	-	-	-	-	53,830	54,974	56,576	59,197
24-A										
<i>Hour</i>	-	-	-	-	-	-	26.23	26.86	27.63	28.78
<i>Annual</i>	-	-	-	-	-	-	54,558	55,869	57,470	59,862
25										
<i>Hour</i>	-	-	-	-	-	-	26.47	27.20	28.15	29.25
<i>Annual</i>	-	-	-	-	-	-	55,058	56,576	58,552	60,840
25-A										
<i>Hour</i>	-	-	-	-	-	-	26.93	27.69	28.54	29.71
<i>Annual</i>	-	-	-	-	-	-	56,014	57,595	59,363	61,797
26										
<i>Hour</i>	-	-	-	-	-	-	27.38	28.15	28.90	30.18
<i>Annual</i>	-	-	-	-	-	-	56,950	58,552	60,112	62,774
27										
<i>Hour</i>	-	-	-	-	-	-	28.16	28.90	29.84	31.10
<i>Annual</i>	-	-	-	-	-	-	58,573	60,112	62,067	64,688
28										
<i>Hour</i>	-	-	-	-	-	-	28.95	29.84	30.85	32.17
<i>Annual</i>	-	-	-	-	-	-	60,216	62,067	64,168	66,914
28-A										
<i>Hour</i>	-	-	-	-	-	-	29.29	30.27	31.49	33.05
<i>Annual</i>	-	-	-	-	-	-	60,923	62,962	65,499	68,744
29										
<i>Hour</i>	-	-	-	-	-	-	29.95	30.85	31.89	33.18
<i>Annual</i>	-	-	-	-	-	-	62,296	64,168	66,331	69,014

29-A											
<i>Hour</i>	-	-	-	-	-	-	30.41	31.21	32.43	33.89	
<i>Annual</i>	-	-	-	-	-	-	63,253	64,917	67,454	70,491	
30											
<i>Hour</i>	-	-	-	-	-	-	30.93	31.89	32.84	34.35	
<i>Annual</i>	-	-	-	-	-	-	64,334	66,331	68,307	71,448	
30-A											
<i>Hour</i>	-	-	-	-	-	-	31.38	32.43	33.57	34.93	
<i>Annual</i>	-	-	-	-	-	-	65,270	67,454	69,826	72,654	
31											
<i>Hour</i>	-	-	-	-	-	-	32.01	32.84	34.08	35.45	
<i>Annual</i>	-	-	-	-	-	-	66,581	68,307	70,886	73,736	
32											
<i>Hour</i>	-	-	-	-	-	-	33.24	34.08	35.18	36.45	
<i>Annual</i>	-	-	-	-	-	-	69,139	70,886	73,174	75,816	
32-A											
<i>Hour</i>	-	-	-	-	-	-	33.83	34.66	35.73	37.17	
<i>Annual</i>	-	-	-	-	-	-	70,366	72,093	74,318	77,314	

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2022 (If Performance Metrics Met 9/1/21 and Met 9/1/22)

<i>RANGE</i>	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	-	-	-	-	24.27	24.54	25.02	25.83
<i>Annual</i>	-	-	-	-	-	-	50,482	51,043	52,042	53,726
24										
<i>Hour</i>	-	-	-	-	-	-	26.14	26.69	27.47	28.74
<i>Annual</i>	-	-	-	-	-	-	54,371	55,515	57,138	59,779
24-A										
<i>Hour</i>	-	-	-	-	-	-	26.49	27.12	27.90	29.06
<i>Annual</i>	-	-	-	-	-	-	55,099	56,410	58,032	60,445
25										
<i>Hour</i>	-	-	-	-	-	-	26.73	27.47	28.42	29.54
<i>Annual</i>	-	-	-	-	-	-	55,598	57,138	59,114	61,443
25-A										
<i>Hour</i>	-	-	-	-	-	-	27.19	27.96	28.82	30.00
<i>Annual</i>	-	-	-	-	-	-	56,555	58,157	59,946	62,400
26										
<i>Hour</i>	-	-	-	-	-	-	27.65	28.42	29.18	30.47
<i>Annual</i>	-	-	-	-	-	-	57,512	59,114	60,694	63,378
27										
<i>Hour</i>	-	-	-	-	-	-	28.43	29.18	30.14	31.41
<i>Annual</i>	-	-	-	-	-	-	59,134	60,694	62,691	65,333
28										
<i>Hour</i>	-	-	-	-	-	-	29.23	30.14	31.15	32.48
<i>Annual</i>	-	-	-	-	-	-	60,798	62,691	64,792	67,558
28-A										
<i>Hour</i>	-	-	-	-	-	-	29.58	30.57	31.80	33.37
<i>Annual</i>	-	-	-	-	-	-	61,526	63,586	66,144	69,410
29										
<i>Hour</i>	-	-	-	-	-	-	30.25	31.15	32.21	33.51
<i>Annual</i>	-	-	-	-	-	-	62,920	64,792	66,997	69,701

29-A											
<i>Hour</i>	-	-	-	-	-	-	30.71	31.52	32.75	34.22	
<i>Annual</i>	-	-	-	-	-	-	63,877	65,562	68,120	71,178	
30											
<i>Hour</i>	-	-	-	-	-	-	31.23	32.21	33.16	34.69	
<i>Annual</i>	-	-	-	-	-	-	64,958	66,997	68,973	72,155	
30-A											
<i>Hour</i>	-	-	-	-	-	-	31.69	32.75	33.90	35.27	
<i>Annual</i>	-	-	-	-	-	-	65,915	68,120	70,512	73,362	
31											
<i>Hour</i>	-	-	-	-	-	-	32.33	33.16	34.42	35.80	
<i>Annual</i>	-	-	-	-	-	-	67,246	68,973	71,594	74,464	
32											
<i>Hour</i>	-	-	-	-	-	-	33.57	34.42	35.53	36.81	
<i>Annual</i>	-	-	-	-	-	-	69,826	71,594	73,902	76,565	
32-A											
<i>Hour</i>	-	-	-	-	-	-	34.16	35.00	36.08	37.54	
<i>Annual</i>	-	-	-	-	-	-	71,053	72,800	75,046	78,083	

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20

SCHEDULE F - HOURLY RATES

Effective September 1, 2022 (If Performance Metrics Not Met 9/1/21, Not Met 9/1/22)

RANGE	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	-	-	-	-	23.80	24.07	24.53	25.33
<i>Annual</i>	-	-	-	-	-	-	49,504	50,066	51,022	52,686
24										
<i>Hour</i>	-	-	-	-	-	-	25.63	26.17	26.94	28.19
<i>Annual</i>	-	-	-	-	-	-	53,310	54,434	56,035	58,635
24-A										
<i>Hour</i>	-	-	-	-	-	-	25.97	26.59	27.36	28.49
<i>Annual</i>	-	-	-	-	-	-	54,018	55,307	56,909	59,259
25										
<i>Hour</i>	-	-	-	-	-	-	26.21	26.94	27.87	28.97
<i>Annual</i>	-	-	-	-	-	-	54,517	56,035	57,970	60,258
25-A										
<i>Hour</i>	-	-	-	-	-	-	26.66	27.42	28.26	29.42
<i>Annual</i>	-	-	-	-	-	-	55,453	57,034	58,781	61,194
26										
<i>Hour</i>	-	-	-	-	-	-	27.11	27.87	28.62	29.88
<i>Annual</i>	-	-	-	-	-	-	56,389	57,970	59,530	62,150
27										
<i>Hour</i>	-	-	-	-	-	-	27.88	28.62	29.55	30.80
<i>Annual</i>	-	-	-	-	-	-	57,990	59,530	61,464	64,064
28										
<i>Hour</i>	-	-	-	-	-	-	28.66	29.55	30.54	31.85
<i>Annual</i>	-	-	-	-	-	-	59,613	61,464	63,523	66,248
28-A										
<i>Hour</i>	-	-	-	-	-	-	29.01	29.97	31.17	32.73
<i>Annual</i>	-	-	-	-	-	-	60,341	62,338	64,834	68,078
29										
<i>Hour</i>	-	-	-	-	-	-	29.66	30.54	31.58	32.86
<i>Annual</i>	-	-	-	-	-	-	61,693	63,523	65,686	68,349

29-A											
<i>Hour</i>	-	-	-	-	-	-	30.12	30.91	32.11	33.57	
<i>Annual</i>	-	-	-	-	-	-	62,650	64,293	66,789	69,826	
30											
<i>Hour</i>	-	-	-	-	-	-	30.63	31.58	32.51	34.01	
<i>Annual</i>	-	-	-	-	-	-	63,710	65,686	67,621	70,741	
30-A											
<i>Hour</i>	-	-	-	-	-	-	31.08	32.11	33.23	34.58	
<i>Annual</i>	-	-	-	-	-	-	64,646	66,789	69,118	71,926	
31											
<i>Hour</i>	-	-	-	-	-	-	31.70	32.51	33.75	35.11	
<i>Annual</i>	-	-	-	-	-	-	65,936	67,621	70,200	73,029	
32											
<i>Hour</i>	-	-	-	-	-	-	32.92	33.75	34.83	36.09	
<i>Annual</i>	-	-	-	-	-	-	68,474	70,200	72,446	75,067	
32-A											
<i>Hour</i>	-	-	-	-	-	-	33.51	34.33	35.38	36.81	
<i>Annual</i>	-	-	-	-	-	-	69,701	71,406	73,590	76,565	

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2022 (If Performance Metrics Not Met 9/1/21, Met 9/1/22)

RANGE	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	-	-	-	-	24.04	24.30	24.77	25.58
<i>Annual</i>	-	-	-	-	-	-	50,003	50,544	51,522	53,206
24										
<i>Hour</i>	-	-	-	-	-	-	25.88	26.42	27.20	28.46
<i>Annual</i>	-	-	-	-	-	-	53,830	54,954	56,576	59,197
24-A										
<i>Hour</i>	-	-	-	-	-	-	26.23	26.86	27.63	28.77
<i>Annual</i>	-	-	-	-	-	-	54,558	55,869	57,470	59,842
25										
<i>Hour</i>	-	-	-	-	-	-	26.47	27.20	28.15	29.25
<i>Annual</i>	-	-	-	-	-	-	55,058	56,576	58,552	60,840
25-A										
<i>Hour</i>	-	-	-	-	-	-	26.93	27.69	28.54	29.71
<i>Annual</i>	-	-	-	-	-	-	56,014	57,595	59,363	61,797
26										
<i>Hour</i>	-	-	-	-	-	-	27.38	28.15	28.91	30.18
<i>Annual</i>	-	-	-	-	-	-	56,950	58,552	60,133	62,774
27										
<i>Hour</i>	-	-	-	-	-	-	28.16	28.91	29.84	31.10
<i>Annual</i>	-	-	-	-	-	-	58,573	60,133	62,067	64,688
28										
<i>Hour</i>	-	-	-	-	-	-	28.95	29.84	30.84	32.16
<i>Annual</i>	-	-	-	-	-	-	60,216	62,067	64,147	66,893
28-A										
<i>Hour</i>	-	-	-	-	-	-	29.29	30.27	31.48	33.06
<i>Annual</i>	-	-	-	-	-	-	60,923	62,962	65,478	68,765
29										
<i>Hour</i>	-	-	-	-	-	-	29.95	30.84	31.89	33.18
<i>Annual</i>	-	-	-	-	-	-	62,296	64,147	66,331	69,014

29-A											
<i>Hour</i>	-	-	-	-	-	-	30.41	31.21	32.43	33.90	
<i>Annual</i>	-	-	-	-	-	-	63,253	64,917	67,454	70,512	
30											
<i>Hour</i>	-	-	-	-	-	-	30.93	31.89	32.83	34.35	
<i>Annual</i>	-	-	-	-	-	-	64,334	66,331	68,286	71,448	
30-A											
<i>Hour</i>	-	-	-	-	-	-	31.39	32.43	33.56	34.92	
<i>Annual</i>	-	-	-	-	-	-	65,291	67,454	69,805	72,634	
31											
<i>Hour</i>	-	-	-	-	-	-	32.01	32.83	34.08	35.45	
<i>Annual</i>	-	-	-	-	-	-	66,581	68,286	70,886	73,736	
32											
<i>Hour</i>	-	-	-	-	-	-	33.24	34.08	35.18	36.45	
<i>Annual</i>	-	-	-	-	-	-	69,139	70,886	73,174	75,816	
32-A											
<i>Hour</i>	-	-	-	-	-	-	33.84	34.67	35.73	37.18	
<i>Annual</i>	-	-	-	-	-	-	70,387	72,114	74,318	77,334	