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COLLECTIVE BARGAINING AGREEMENT
between
THE CITY OF LEBANON
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO-CLC
and
LOCAL UNION NO. 648

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AGREEMENT

Agreement by and between the CITY OF LEBANON, OHIO and LOCAL UNION 648, International Brotherhood of Electrical Workers, AFL-CIO-CLC (IBEW). As used hereinafter in this Agreement, the terms "Employer", "City", or "Municipality" shall mean the City of Lebanon and the term "Union" shall mean Local Union 648, IBEW

BASIC PRINCIPLES

The Employer and Union have a common and sympathetic interest in the Electrical Utility Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public Progress in Industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **RECOGNITION**

Section 1.01. The Employer recognizes the Union as the exclusive collective bargaining agent for its division of electricity employees including; Electric Crew Leader, Electric Lineman, Apprentice Lineman, Meter Technician I and II, Electric Storekeeper, Power Plant Mechanic I and II, Electric Substation Technician, and Equipment Operator I and II, employed by the Employer at its facility in Lebanon, Ohio but excluding all other employees. The Employer shall not bargain collectively with any other labor organization with respect to said bargaining unit.

The Employer agrees to assign only the duties set forth in the job descriptions for the classifications set forth above.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.01. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its common law rights and all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Charter of the City of Lebanon and the laws and constitutions of the State of Ohio and of the United States of America, to manage the business as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management which are not abridged by this Agreement shall include (by way of example and not by way of limitation):

1. to establish new jobs, eliminate old jobs and increase or decrease the number of jobs;
2. to determine the services rendered by the Employer and the prices of those services, to discontinue any such services or to purchase those services from others;
3. to sell or lease the business or any part thereof free from the obligations of this agreement;
4. to establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices or procedures; the right to determine and, from time to time re-determine the number, location, relocation and types of its operations, methods, processes and materials to be employed;

5. to discontinue processes or operations or to discontinue their performance by employees of the Employer;
6. to determine the number of hours per day or week operations shall be carried on;
7. to select and to determine the number and classifications of employees required;
8. to assign work to such employees in accordance with the work schedules and assignments; to transfer, promote, demote or lay off, or terminate employees, or otherwise relieve employees from duty for lack of work or other legitimate reasons;
9. to determine the facts of lack of work;
10. to establish and enforce reasonable rules for the maintenance of discipline;
11. to establish and enforce workloads and work standards for efficient operation;
12. to suspend, discharge or otherwise discipline employees for cause and otherwise to take such measures as Management may determine to be necessary for the orderly, efficient and profitable operation of the business, including changing or abolishing past work customs and practices.

Section 2.02. This listing of specific rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of any of the rights of Management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

Section 2.03. The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency.

ARTICLE 3
DUES DEDUCTION

Section 3.01. The Employer will deduct from the wages and turn over to the appropriately designated person of the Union all periodic dues, initiation fees, and assessments of members of the exclusive representative upon presentation of a written deduction authorization by the employee. The authorization herein above mentioned shall specifically and in writing require the employee and the International Brotherhood of Electrical Workers to agree to hold the Employer harmless for any payments made to the Union by the Employer during the term of the voluntary assignment.

Section 3.02. Any amount deducted from the employee's paycheck as voluntarily authorized and provided above shall be turned over to the Union no later than 30 calendar days following such deduction.

Individual authorization shall be filed with the Employer and shall continue in effect until revoked by written notice to the Employer by the employee.

Section 3.03. Bargaining unit employees who choose not to become members of the IBEW shall, as a condition of continued employment, within 30 calendar days of the effective date of this Agreement, pay to the IBEW a Fair Share Fee. This provision shall not require any employee to become or remain a member of the IBEW, nor shall the Fair Share Fee equal or exceed the dues paid by members of the IBEW in the same bargaining unit. The IBEW is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that were spent on activities during the preceding year that cannot be charged to the Fair Share Fees of non-members.

The amount of Fair Share Fees required to be paid by each non-member employee in the bargaining unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the bargaining unit who are members of the IBEW less each non-member's proportionate share of the amount of the IBEW's dues and service fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety of the IBEW's use of such fee, deductions shall continue, but the funds shall be placed in an interest-bearing escrow account until a resolution of the challenge is reached pursuant to Ohio Revised Code § 4117.09(C). The IBEW has an internal procedure to determine a rebate, if any, for non-members and the IBEW shall provide a copy of that internal procedure to an Employee within 5 calendar days of his request.

Section 3.04. The IBEW hereby indemnifies and holds the Employer and/or the Employer's payroll clerk harmless from any and all claims of any nature arising out of or resulting from the operation of this deduction procedure and from any and all costs and expenses arising out of any such claim(s).

ARTICLE 4 **HOURS AND CONDITIONS**

Section 4.01

(A) The normal work week shall consist of 7 consecutive 24 hour periods during which an employee shall be assigned to five 8 - hour work days. The assignment of work schedules and hours of work shall be established by the appropriate department/division head and shall be posted 3 working days in advance of such assignment except in emergencies beyond the Employer's control which are life or property threatening.

(B) If an emergency is declared by the City Manager or designee, which requires an employee to respond to a request for mutual aid, then that employee will be paid as follows. If the mutual aid agreement between Employer and the requesting agency authorizes Employer to bill the requesting agency for all hours worked, then Employer will pay that employee directed to work during such an emergency at a rate of two (2) times the employee's regular hourly rate of pay for all actual hours worked. If, however, the mutual aid agreement does not authorize such billing, then the employee required to work in furtherance of mutual aid in such emergency shall be paid at his otherwise applicable hourly rate.

Section 4.02. The work day shall consist of 8 hours falling between 7:30 A.M. and 4:00 P.M. All employees shall receive a 1 hour lunch period within their established 8 hour work day. One-half (1/2) hour of the lunch period will be paid with no breaks in the morning or afternoon.

Section 4.03. Overtime opportunity will be distributed as equally as is practicable (at the various job locations) among those employees regularly performing the work on which overtime is necessary. A tabulation of overtime opportunity shall be posted at the Electric Shop by the Department Director and shall include any hours which were refused by the employee. Errors in the assignment of overtime will be rectified by the assignment of the next available overtime in the classification.

Section 4.04.

(A) Line worker crew members who are ordered to stand by for possible call out during a 7 calendar day period will be considered to be on "stand by" status and will be paid 16 hours of straight time pay in addition to other applicable amounts earned as specifically set forth herein. Power Plant Operators or Electric Substation Technicians, if placed on "stand by" status

during a 7 calendar day period, will be paid 8 hours of straight time pay in addition to other applicable amounts earned as specifically set forth herein. Power Plant Operators or Electric Substation Technicians will alternate "stand by" status every other 7 calendar day period. The Meter Technician will be placed on "stand by" status during the 7 calendar day period each month that coincides with the utility disconnect period as determined by the City, and will be paid 8 hours of straight time pay in addition to other applicable amounts earned specifically set forth herein. Employer will pay the Meter Technician a minimum of 1 hour of pay at 1 1/2 times the employees regular hourly rate when the Meter Technician is called back to work while in a "stand by" status.

An employee who is not on "stand by" status, and is called in to report for duty, shall be considered to be on "off duty" status.

(B) A list of each crew shall be created at the beginning of each new calendar year. Each crew will be placed, as nearly as practicable, on an equitable amount of "stand by" status, according to the calendar year.

Section 4.05

(A) "Stand By" Status Call Out Pay

An employee assigned to stand-by status, as outlined in Section 4.04 of this agreement, and who is called back to work after completing his regular shift will be paid for hours worked at a rate of 1-1/2 times the employee's regular rate of pay and will be paid for a minimum of two (2) hours of work for Line worker crew members, Power Plant Operators and Electric Substation Technicians and a minimum of one (1) hour or of work for Meter Technicians. Following the minimum hours paid at the overtime rate, any hours worked following a Call Out that fall within

that fall within the regularly scheduled work day will be paid at the regular rate. If the work lasts longer than the minimum hours paid, the employee will be compensated at 1 ½ times his pay rate for all hours worked that do not fall within his regular scheduled work day.

In the event a “stand by” status employee is called out on more than 1 occasion during the initial 2 minimum hour(s) period, payment shall be based upon one “2” minimum hour(s) period minimum, at 1½ times the employee’s regular rate of pay. If the second and any succeeding calls are received after the “stand by” status employee has notified the dispatcher that the initial call has been completed, and therefore cleared, the “stand by” status employee shall be entitled to an additional 2 minimum hour(s) period minimum, at 1½ times the employee’s regular hourly rate, for each succeeding call out.

(B) “Off Duty” Status Call Out Pay

An employee who is not assigned to stand-by status as outlined in Section 4.04 of this agreement, and who is called back to work after completing his regular shift will be paid for hours worked at a rate of 1-1/2 times the employee’s regular rate of pay and will be paid for a minimum of three (3) hours of work. Following the minimum three (3) hours paid at the overtime rate, any hours worked following an Off-Duty Call Out that fall within the regularly scheduled work day will be paid at the regular rate. If the work lasts longer than the minimum three (3) hours, the employee will be compensated at 1 ½ times his pay rate for all hours worked that do not fall within his regular scheduled work day.

In the event an “off duty” status employee is called out on more than 1 occasion during the initial 3 hour period, payments shall be based upon the 3 hour minimum, at 1½ times the employee’s regular hourly rate of pay. If the second and succeeding calls are received after the

“off duty” employee has notified the dispatcher that the initial call has been completed, and therefore cleared, the “off duty” status employee shall be entitled to an additional 3 hour minimum, at 1 ½ times the employee’s regular hourly rate, for each succeeding call out.

(C) No Call Out pay, as described in Section 4.05 (A) or (B) of this agreement, will not be provided in situations where the employee has already arrived at their duty location within one (1) hour of their regularly scheduled shift when they are asked to begin work early.

(D) If an employee is called out during any portion of the eight (8) hour period before his regularly scheduled shift start, and he subsequently has a good faith belief that he will be unable to perform the assigned duties during all or part of his regularly scheduled shift in a safe and competent manner, he may request to be relieved of duty during all or part of his regularly scheduled shift and utilize unused and available sick time to cover the time off. The Department Head or designee, in his sole discretion, will review and consider such requests.

Section 4.06. Employees shall not be required to work outside under the following weather conditions, emergencies excepted: rain; snow; or when it is 15 degrees Fahrenheit (above zero) or colder. During such inclement weather, employees shall perform any work associated with their jobs which can be done indoors.

Section 4.07. Except in situations where the lack of available work is beyond the Employer’s control, if an employee reports to work on his regularly scheduled shift without previously having been notified not to report, then he shall be paid a minimum of three (3) hours pay at his regular hourly rate of pay.

Section 4.08. Employees will be paid 1½ times their regular hourly rate for all actual hours worked in excess of 8 hours per work day or 40 hours per work week. There shall be no pyramiding of overtime hours.

As set forth below, employees may elect to take all or any part of overtime hours in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of 1½ hours off for each 1 hour of overtime worked. Compensatory time may be accumulated by an employee up to a maximum amount of 48 hours during any calendar year; provided, however, that an employee shall be able to utilize only a total of 48 compensatory time hours during any calendar year. If an employee accumulates 48 hours of unused compensatory time or if he uses his maximum amount of up to 48 compensatory time hours during any calendar year, then any future overtime hours must be compensated with overtime pay and no additional compensatory time hours can be accumulated or used during that calendar year. When an employee desires to use compensatory time off that he has accumulated, it shall be scheduled solely upon consent of the Employer, and, if granted, shall be taken in increments of 4 or more hours. A minimum of 7 calendar days notice shall be required to request the use of compensatory time.

Section 4.09. The City will provide vehicles for stand by crew for those employees who live within the corporation limits of the City.

Section 4.10. The City agrees to pay straight time pay for hours not worked when a staff member is placed on an alternate work schedule in preparation for snow response or other emergency operations, if the overtime shift for snow response or other emergency is cancelled by the City, and the staff member does not work at least 8 hours during that same work day.

ARTICLE 5
SENIORITY

Section 5.01 - Definitions

(A) **Employment Seniority** shall be defined as the length of continuous service with the Employer, dating from the employee's most recent date of employment. Employment seniority will be used in determining an employee's eligibility for benefits from the Employer.

(B) **Classification Seniority** shall be defined as length of continuous service in a given job classification.

(C) **Division Seniority** is defined as the length of continuous service in the Division of Electric.

Section 5.02. Temporary or permanent advancement to higher classification will be by ability. If ability is equal, it will be governed by classification seniority providing the employee meets all of the qualifications for the available job. The employee shall have the option of refusing the advancement.

Section 5.03. Employees who are required by the Employer to meet during normal working hours shall be paid for the time involved at their regular rate of pay.

ARTICLE 6
SENIORITY LIST

Section 6.01 Upon written request from the Union, the Employer will prepare and furnish a copy of an Employment Seniority List. The Employer will furnish that list within 14 calendar days of its receipt of the written request. If the Union believes the Employment Seniority List contains an error(s), then it shall notify the Employer, in writing, within 14 calendar days of its receipt of the List.

ARTICLE 7
NO STRIKES AND NO LOCKOUTS

Section 7.01. During the term of this Agreement, neither shall the Union nor any of its officers, representatives, stewards, members, agents, or employees cause, authorize, permit, participate in, assist, or condone any strike, sympathy strike, slowdown, sitdown, work stoppage, or other employee meetings during working hours (except meetings called by the Employer), or engage in other concerted interruption or interference with the business of the Employer, including picketing of the Employer's premises. Complete or partial reduction of operations or the complete discontinuance, either temporarily or permanently, of any operation by the Employer for economic reasons shall not be considered a lockout.

Section 7.02. Any violation of Section 7.01 hereof by an employee shall constitute cause for discharge of the employee or employees who participate therein.

Section 7.03. In the event of any violations of Section 7.01 hereof, the International Union and Local Union officers will take whatever steps are necessary to terminate said strike, sympathy strike, slowdown, sit-down, work stoppage or other concerted activities which interrupt or interfere with the operations of the Employer, or picketing in violation of this Agreement.

ARTICLE 8
SAFETY

Section 8.01. The employees covered by the terms of this Agreement shall, at all times while in the employ of the Employer, be bound by the safety and health rules and regulations as established by the Employer. A copy of those rules and regulations will be provided to each employee. The employee shall confirm his receipt by signing a form provided by the Employer.

The employee shall immediately notify the Department Director if, for whatever reason, he no longer possesses a copy of the Employer's safety and health rules and regulations.

Section 8.02. The parties agree to work together to take all reasonable precautions for the health and safety of the employees during the hours of their employment. An employee will not be required to perform an assignment he reasonably believes to endanger his safety. In such a situation, the employee shall immediately notify the Deputy Director (and if not available, the Department Director) of the assignment he reasonably believes to endanger his safety. The maintenance of proper safety conditions and the observance of all laws relating to safety are of mutual concern to the Employer and the Union.

Section 8.03. Work assignments, from a safety standpoint, will be governed by the American Public Power Association Safety Manual – as may be revised from time to time. The only exception shall be that work on conductors carrying more than 13,200 volts requires the conductors to be de-energized and grounded.

ARTICLE 9 **TOOLS AND EQUIPMENT**

Section 9.01. Tools and Equipment

(A) The Employer will provide such tools and equipment as shall be needed by all Employees. The Employer shall also furnish all appropriate safety devices, except Lineworker body belts and climbing hooks, and rubber goods. The City will replace damaged or worn Lineworker body belts and climbing hooks on an "as-needed" basis as determined by the Employer.

(B) The Employee shall regularly inspect all such tools, equipment, safety devices and rubber goods and immediately report any deficiencies to the Employer. Employer's inspections

of damaged or worn items will be governed by applicable Ohio and/or federal law, and the Safety Regulations outlined in Article 8 of this agreement.

(C) All tools, equipment, safety devices and rubber goods provided to employees remain the property of the City and cannot be sold, given to another person, or used for non-City work.

Section 9.02. The Employer will provide the following clothes on an annual basis to each employee in the bargaining unit:

- Work shirts
- Work trousers
- Work boots
- 2 hooded sweatshirts (at least 13 ounce weight)
- 5 tee-shirts

The Employer will provide employees with one new pair of work boots (either “electric hazard-rated” or “electric hazard-rated/climbing capable” – depending on their work duties) and applicable employees with one new pair of hot boots during the month of September for each applicable calendar year of this Agreement. The Employer also will provide applicable employees with 1 new set of Carhartt bib overalls, a Carhartt winter coat, and a Carhartt lightweight jacket, on or before the second calendar year of this Agreement.

The City will provide cleaning services for the clothing it provides to employees, except for the 5 tee-shirts which the employees will launder themselves. All clothing will be clean and presentable according to job duties. Employees are required to wear the clothing provided by the City. The City, in turn, will replace damaged or worn (beyond repair) clothing items on an “as-needed” basis and upon return of the damaged or worn (beyond repair) clothing item(s).

All clothing provided to employees is, and remains, the property of the City and cannot be sold or given to other individual(s) or entities (entity) without the prior written approval of the Department Director.

ARTICLE 10
TESTING

Section 10.01. The City will conduct drug and alcohol testing for any and all employees who are subject to federal and Ohio testing requirements in accordance with Codified Ordinance 133.19 and the Alcohol and Controlled Substance Testing Policy for CDL Drivers.

ARTICLE 11
APPRENTICESHIP

Section 11.01. The Apprentice program is to be maintained as a 4-year learning experience. Trainees or Apprentices will not be advanced to the journeyman level until his 4 year program of training is completed.

Section 11.02. Vacancies within the class of Journeyman Linemen are to be filled with candidates not within the Employer's employment in the event that there is not an apprentice within the program who has completed the full 4 year requirement of Apprenticeship. Vacancies in all classifications will be filled by candidates outside the Employer's employment when no current employee is qualified to perform the job.

Section 11.03. Apprentice Lineman training schedule shall parallel, as closely as possible, that prescribed by the American Line Builders Apprenticeship training.

(A) First Year

First 6 months — Groundman

Second 6 months — Apprentice Lineman can work on Non-energized Conductors

(B) Second Year

First 6 months — Apprentice Lineman can work on Energized Secondaries

Second 6 months — Apprentice Lineman can work on Limited single phase primary and arc circuit when accompanied by a Journeyman.

(C) Third Year

First 6 months — Apprentice Lineman can work on Unlimited single phase primary when accompanied by a Journeyman.

Second 6 months — Apprentice Lineman can work on Limited three phase primary when accompanied by a Journeyman.

(D) Fourth Year

First 6 months — Apprentice Lineman can work on Limited three phase primary when accompanied by a Journeyman.

Second 6 months — Apprentice Lineman can work on Unlimited three phase primary when accompanied by a Journeyman.

Section 11.04. An Apprentice Lineman is to be under the direction of a Journeyman Lineman at all times; Journeyman Linemen are not required to constantly watch the Apprentice Lineman, but are to lay-out the work required and permit the Apprentice to perform the work on his/her own. Apprentice Linemen shall be required to demonstrate competence and consistent, good performance at each level of training in order to qualify for the scheduled increase. Failure to qualify for an increase during two 6 -month periods in the Apprenticeship shall result in termination or reassignment.

Employees of the bargaining unit may submit requests for attendance or participation in job related training programs or courses to improve work skills. Similarly, Employer may periodically designate certain job related training programs or courses which employees may be required to attend. In either case, approval of the Director of the Department to which the employee is assigned will be required for participation in such courses or programs.

The Employer will reimburse the employee, or pay directly, the cost of the approved training with the cost being forgiven if the employee remains in the City's employment for 3 years with 33.33% of the cost being forgiven for each year of continuing employment.

Section 11.05. An apprenticeship committee shall be established which will consist of 2 representatives appointed by the Union and 2 representatives appointed by the City.

The Committee will:

- (A) Establish the terms and conditions of the apprenticeship training program.
- (B) Determine whether or not the apprentices have made satisfactory progress in the training program so as to advance from 1 pay grade or classification to the next. A majority vote of the members of the Committee is necessary for such advancement.

ARTICLE 12 **INSURANCE**

Section 12.01. The Insurance Benefits provided under this Agreement will be governed by Article 13, Fringe Benefits.

ARTICLE 13 **FRINGE BENEFITS**

Section 13.01. Except to the extent otherwise specified in this Agreement, Bargaining Unit employees will continue to enjoy the same fringe benefits as those set forth in the Employer's Administrative Code for Classified, Non-Exempt employees, as they may be revised from time to time by the Employer. A copy of the current Administrative Code is attached as Exhibit B.

Section 13.02. Upon receipt of proof of payment, the Employer will reimburse the cost of a Commercial Drivers License ("CDL") for those applicable employees who are required to

possess a CDL; provided, however, that they are actively employed by the Employer when they present proof of payment to the Employer.

Section 13.03. In addition to the personal days provided to full-time non bargaining unit employees of the City, each employee will be granted 1 additional personal day each applicable calendar year of this Agreement. Pay for each personal day will be 8 hours of pay at the regular base hourly wage rate. When an employee requests approval to use his applicable and unused personal day(s), he shall directly and personally notify his immediate supervisor or authorized designee no later than 24 hours before the requested time off in non-emergency situations or no later than 1 hour (unless otherwise not possible and then the notification must take place as soon as possible) in an unexpected emergency situation. If the initial request was made orally, then the employee shall document his request (day, number of hours taken, emergency or non-emergency situation, time notified immediate supervisor), in writing, to his immediate supervisor or authorized designee on the next scheduled work day. Personal days shall be taken in increments of 4 or more hours and shall not be carried over from year to year. Rather, employees still on the Employer's payroll as of December 31st, who have not used all of their granted personal days by December 31st, will receive the cash equivalent for any unused personal day hours.

Section 13.04.

(A) Holiday Pay

Each full-time employee, whose regularly scheduled work day falls on an observed holiday as listed in the Employer's employee manual (which may be revised from time to time by the Employer), will receive 8 hours of Holiday Pay for each observed holiday paid at the

employee's regular rate of pay. In addition to the Holiday Pay, any hours worked during a designated holiday will be paid at 1-1/2 times the employee's regular rate of pay.

(B) Holiday Pay While On Stand-by Status, "Holiday Stand-by Pay"

In addition to receiving 8 hours of Holiday Pay, as defined in Section 13.04 (A), employees schedule for stand-by status, as defined in Section 4.04 herein, during an observed holiday will receive Holiday Stand-by Pay of 8 hours at their regular rate of pay. This Holiday Stand-by Pay is in addition to the stand-by pay as defined in Section 4.04 (A).

ARTICLE 14
WAGES

Section 14.01. During the life of this Agreement, the Employer shall pay not less than those wages set forth on Exhibit A.

ARTICLE 15
LONGEVITY PAY

Each full-time employee who has at least 5 years of continuous service with the City shall receive longevity pay at the same rates as provided to other non-unionized employees of the City as provided for in the City's Pay Plan.

Employees who retire shall receive a prorated portion of their longevity pay based on the number of years of service to the City at the date of retirement.

ARTICLE 16
ACTING CREW LEADER

Section 16.01. When the Department Head has been properly notified or has determined that a Crew Leader will be absent from work for a period of more than 14 consecutive calendar days, the Department Head will appoint an Acting Crew Leader to serve in that capacity during the remaining absence of the Crew Leader. The appointment of an Acting Crew Leader is not

required in situations where the Department Head determines the remaining crew member(s) can no longer function as an independent crew, and such remaining crew members are temporarily reassigned to another crew. When an Acting Crew Leader is designated by the Department Head, the Acting Crew Leader will receive the applicable Crew Leader wage rate for all actual hours worked as the Acting Crew Leader following his formal appointment by the Department Head. Acting Crew Leader pay shall not be retroactive if the Acting Crew Leader is not formally designated by the Department Head under circumstances in which the initial absence of the Crew Leader is not planned to be in excess of 14 days.

ARTICLE 17
RETIREMENT CONTRIBUTION PICK-UP
“SALARY REDUCTION” METHOD

Section 17.01. The City will “pick-up” the employee’s share of the pension contribution by means of the “salary reduction method.” The purpose of said program is to permit employee (at the then current applicable statutory rate) utilization of certain federal tax deferral benefits. Said program will neither reduce the employee’s class rate nor subject the Employer 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 18
EMPLOYEE RECORDS

Section 18.01. For disciplinary purposes, the City will not consider records of verbal and/or written warnings given to any employee 2 years after the date said warning or warnings

were given, provided the employee incurs no additional discipline of any nature during that 2-year period.

Section 18.02. For disciplinary purposes, the City will not consider records of any suspension received by any employee 3 years from the date said suspension was received by the employee, provided said employee incurs no additional discipline of any nature during that 3-year period.

Section 18.03. For purposes of this Article, “employee records” shall be those as officially maintained in the office of the Department of Civil Service and personnel.

ARTICLE 19
AGREEMENT TERMS ALL INCLUSIVE

Section 19.01. 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. This Agreement supersedes and replaces all applicable Ohio laws, if any, which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable local or Ohio law shall prevail.

Section 19.02. If, during the term of this Agreement, a matter arises which was not within the contemplation or knowledge of the Parties at the time this Agreement was negotiated and executed, then either party may request of the other the opportunity to negotiate such matter. However, such negotiations shall be entered into only by mutual agreement and no party shall be required, during the term of the Agreement, to negotiate or bargain upon any issue.

ARTICLE 20
NATURE OF THE BUSINESS

Section 20.01. The Employer is in a customer service business, many of its employees are in direct contact with the customers and the customers are the taxpayers. The parties understand that customers must be satisfied and not offended and that corrective action will be taken where appropriate.

ARTICLE 21
NO EXISTING GRIEVANCES

Section 21.01. As of the date of the execution of this Agreement, there are no outstanding grievances, and any grievances raised by the Union after its execution which relate to or arise from events which predate the execution are of no force and effect.

ARTICLE 22
LEGISLATIVE PROVISION

Section 22.01. The terms of this Agreement shall be in conformance with applicable provisions of the Ohio law governing public sector collective bargaining.

Section 22.02. If any specific provision of this Agreement is determined to be invalid by statute, administrative or judicial decision (provided the time for appeal of such decision has expired with no appeal having been made), the parties shall conform their conduct to satisfy the requirements.

ARTICLE 23
NON-DISCRIMINATION

Section 23.01. The Employer and the Union agree to provide equal employment opportunities to all qualified persons, consistent with applicable federal, state, and municipal equal employment opportunity laws prohibiting discrimination based on race, sex (including pregnancy), age (as defined in federal and Ohio law), disability, religion, ancestry, color,

national origin, or any other statutorily protected group status. Both parties shall equally share the responsibility for implementing this provision. For brevity's sake, the masculine gender reference includes the feminine gender.

ARTICLE 24
CHANGE TO OPERATIONS

Section 24.01. The Employer will provide the Union with a 14-calendar day advance written notice of pending layoff(s) for reasons of lack of funds.

ARTICLE 25
GRIEVANCE PROCEDURE

Section 25.01. Definition of Grievance.

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

All grievances, except those relating to the suspension or discharge of an employee or involving a contract interpretation issue which does not involve disciplinary action, solely are subject to resolution through the following procedure commencing at Step 1. Any grievance relating to the suspension or discharge of an employee or involving a contract interpretation issue which does not involve disciplinary action solely is subject to resolution through the following procedure commencing at Step 3.

Section 25.02. Grievance Procedure.

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

The Supervisor shall, within 10 working days of being advised of the grievance, respond to the employee.

(B) Step 2. If the grievance is not resolved at Step 1, the employee, not later than 5 working days after receipt of the immediate Supervisor's response, shall reduce the grievance to writing stating the facts giving rise to the grievance, the contract provision alleged to have been violated, and the remedy sought. The grievance shall be dated and signed by the employee and submitted to the Department Director unless the Department Director was the supervisor referred to in Step 1, in which case, it will be referred to Step 3 of this procedure.

The Department Director shall have 5 working days from receipt of the grievance to submit a written response to the employee.

(C) Step 3. After receiving the Department Director's written response, and if the grievance is not resolved at the second step, then the Union shall submit the written grievance, no later than 5 working days after receipt of the Department Director's written response, to the City Manager for consideration.

Before a determination is issued at this step, either the Business Manager of the Union or the City Manager may request that the Parties (including the City Manager or designee) meet to discuss the issue. The City Manager or designee will preside at the meeting and may request and review any and all facts and documentation he believes is necessary to render a decision.

If no such meeting is held, the City Manager or designee shall issue a written decision within 10 working days of his receipt of the Step 3 grievance. If a meeting was held, then the City Manager or designee shall issue a written decision within 20 working days after the

meeting date. A copy of this response shall be provided the employee and the appropriate supervisors.

Section 25.03. Arbitration.

(A) A grievance which has not been satisfactorily resolved during the grievance procedure may be submitted to arbitration pursuant to the practice of the American Arbitration Association, or, if applicable, to the Lebanon Civil Service Commission (as set forth below), provided the request is filed with the office of the City Manager within 5 working days of receipt of the City Manager's (or designee's) Step 3 determination.

(B) In cases of differences or disputes arising under this Agreement where an appeal also may be made to the Lebanon Civil Service Commission where the grievance is unresolved through the three-step grievance procedure and, (e.g. all disciplinary matters), the grievant and/or the Union, as the case may be shall choose whether to process a grievance through the contractual grievance-arbitration procedure or to file an appeal with the Lebanon Civil Service Commission. If the Lebanon Civil Service Commission is chosen, the Employer and the Union shall request a date for a hearing to be held within 60 calendar days. Its decision shall be final and binding upon the Employer, the Union, and the Employee(s) involved. In no case shall the Union and/or the grievant be permitted to utilize both the grievance-arbitration procedure and the Lebanon Civil Service Commission in regard to the same matter.

(C) A grievance not so appealed from the third step shall be considered resolved and the written determination of the City Manager or designee shall be final and binding upon the aggrieved employee, the Union and the Municipality.

(D) The Arbitrator shall take such evidence as in his judgment is appropriate for resolution of the dispute; however, he shall confine himself to the issue for arbitration and shall have no authority to determine any other issue not so submitted and which is not directly essential to reaching a determination. The Arbitrator shall have no right to add to, subtract from, nullify, ignore or modify any terms of this Agreement. He shall issue his decision in writing and that decision and award shall be based solely upon his interpretation of the application of the terms or provisions of this Agreement. If the Arbitrator's decision is in conformity with the powers granted the Arbitrator herein, the Arbitrator's decision and award shall be final and binding on the Employer, the Union, and the employee(s) involved. The Arbitrator shall render his written decision and award within 30 calendar days after the submission of the parties' post-hearing briefs.

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

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

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

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

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

Section 25.04. Union Stewards may not leave their jobs during working time to process grievances or pursue other duties in connection with their representation of the Union. The Union will notify the Department Director, in writing, of the identity of the Union Steward(s) within 3 calendar days of his appointment.

ARTICLE 26
FOREMEN WORKING

Section 26.01. Foremen will not perform bargaining unit work when the purpose is to set production standards for bargaining unit members.

ARTICLE 27
TERM OF AGREEMENT

Section 27.01. This Agreement shall be in effect from 12:00A.M., January 1, 2013, until 11:59P.M., December 31, 2015, for a period of three (3) years, and shall continue from year to year thereafter, unless either party gives written notice to the other, at least sixty (60) calendar days prior to the expiration date, of its intent to modify or terminate this Agreement.

IN WITNESS WHEREOF, the City and the Union have duly executed this Agreement,
this 13TH day of FEB, 2013.

CITY OF LEBANON

By: GP. Clements
George P. Clements
City Manager

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL
UNION 648

By: Jeff McGuffey
Jeff McGuffey
Business Manager

APPROVED AS TO FORM:

By: GP. Clements
for Mark Yurick
City Attorney *PER AUTH.*

EXHIBIT A
WAGES

All bargaining unit employees will be paid as outlined in the following chart effective Jan 1, 2013.

Position Title	Grade	Steps				
		1	2	3	4	5
Storekeeper	3	\$14.42	\$14.86	\$15.31	\$15.77	\$16.25
Meter Tech I	3	\$16.50	\$17.00	\$17.50	\$18.03	\$18.57
Meter Tech II	4	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61
Power Plant Mechanic I	3	\$17.70	\$18.26	\$18.82	\$19.40	\$20.40
Power Plant Mechanic II	4	\$21.50	\$22.15	\$22.81	\$23.49	\$24.20
Electric Substation Technician	5					\$27.20
Equipment Operator I	4	\$21.50	\$22.15	\$22.81	\$23.49	\$24.20
Equipment Operator II	5					\$28.53
Lineman	5					\$31.33
Crew Leader	6					\$35.21

	Grade	Steps							
		1	2	3	4	5	6	7	8
Apprentice Lineman	3	50% of Lineman	55% of Lineman	60% of Lineman	65% of Lineman	70% of Lineman	75% of Lineman	80% of Lineman	85% of Lineman

All bargaining unit employees, except Apprentice Lineman, shall receive a one step in grade increase each year of the contract effective the first pay period following the anniversary of his/her date of hire. All Apprentice Lineman, upon the approval of the step increase by the apprentice committee as outlined in Section 11.05 (b), shall receive a one step in grade increase every six months of the contract effective the first pay period following the apprentice committee approval. Once a bargaining unit employee reaches the maximum step in

grade for their position, the employee shall only receive the across-the-board increase outlined in this contract.

All bargaining unit employees will receive the applicable across-the-board hourly wage rate increase as follows:

Effective Jan 1, 2014

2.5%

Effective Jan 1, 2015

2.5%

The City will add the Equipment Operator II (Grade 5) job classification, and delete the Lineworker Second Class job classification on the list of approved staff positions in Section 133.02 of the City's Codified Ordinances.