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AGREEMENT

BETWEEN

CITY OF HUDSON, OHIO

and

TEAMSTERS LOCAL UNION NO. 436

Effective January 1, 2015 – December 31, 2017

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ARTICLE 1

PREAMBLE

This Agreement (the AGREEMENT) is hereby entered into by and between the City of Hudson (the City) and Teamsters Local Union No. 436 (the Union).

ARTICLE 2

PURPOSE AND INTENT

It is the intent and purpose of the parties hereto that the Agreement will promote, improve and maintain harmonious relations between the Union and City, and to set forth herein the complete agreement between the City and Union as to rates of pay, hours of work, and conditions of employment to be observed between the parties hereto. Both parties agree to abide by the agreement and mutual understandings during its term, it being the purpose to settle all difficulties without disturbance of efficiency and harmony in the workplace:

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

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

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

ARTICLE 3

RECOGNITION

Section 1. The City recognizes the Teamsters Local Union No. 436 as the sole and exclusive collective bargaining representative with respect to wages, hours and other terms and conditions of employment for regular full-time and regular part-time employees in the following classifications: equipment operators, back flow operators, maintenance mechanics, senior properties maintenance technician, properties maintenance technician, maintenance technician, plant mechanic, plant operator II, plant operator (licensed), collection and distribution operator (licensed), inventory control specialist, water resources facilities specialist, public properties facilities specialist, and sexton (such employees shall hereinafter be referred to as the Bargaining Unit). Excluded from representation by the Union are substitutes, seasonal and casual employees, supervisory, managerial and confidential employees, including employees with the following job titles: Executive Assistant, Human Resources Manager, Assistant Superintendent, Fleet Manager, Superintendent, Director of Public Works; and all others.

Part-time employees shall not be entitled to any of the rights or benefits of this collective bargaining agreement other than the applicable starting wage rates for their job classifications, pro-rated vacation in accordance with the City's handbook, job bidding as defined in Article 6, and access to the grievance – arbitration procedure with regard to the correct payment of those wage rates and regarding discipline or termination for non-probationary part-time employees.

Section 2. The City will not recognize any other Union, organization, or person as the representative for any of the bargaining unit members. Should the City modify existing or establish new position titles or classifications during the term of this Agreement that affect the

make-up of the bargaining unit, the Union and the City shall meet within ten (10) days of the modification or establishment thereof to discuss whether such classifications are appropriately within or absent from the bargaining unit.

The Union and the City shall negotiate wage rates for newly established bargaining unit positions to determine an appropriate differential for new positions from existing positions. Disputes between the parties concerning such wage rates shall be resolved through the grievance procedure established in this Agreement.

Section 3. Resolution of Classification Disputes. In the event that the City and Union are unable, through negotiation, to resolve a dispute concerning inclusion or exclusion from the bargaining unit of new or modified position titles or classifications, either party may apply to the State Employment Relations Board for resolution of the dispute.

ARTICLE 4

NON-DISCRIMINATION

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

Section 2. The City recognizes the individual rights of all employees covered by this Agreement to join or not join the Union. The City agrees that it shall not discriminate, interfere, restrain, coerce, or engage in acts of reprisal against any employee or any applicant for employment because of that employee's or applicant's membership in the Union. Similarly, the Union agrees that it shall not interfere with the rights of employees to elect not to become members of the Union. Accordingly, the Union agrees that it shall not engage in or encourage any discrimination, interference, restraint, or coercion by the Union or its representatives against any employee who exercises his or her right to elect not to become a member of the Union or chooses not to participate in Union activities. The Union also agrees that the Union, through its officers or members, shall not engage in or encourage any intimidation or coercion with respect to an employees continued membership in the Union; or concerning an employee's participation, either as a grievant or a witness, in any grievance procedure.

ARTICLE 5

MANAGEMENT RIGHTS

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

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

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

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

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

(e) To establish or modify job classifications;

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

(g) To consolidate, merge, or otherwise transfer any and all City facilities, property, functions or work to other divisions within the City, or to any other municipality or entity; and to affect or change, in any respect, the legal status or responsibility for management of such facilities, property, functions or work;

(h) To lay off employees;

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

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

(k) To subcontract;

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

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

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

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

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

ARTICLE 6

VACANCIES AND JOB POSTINGS

Section 1. When a job vacancy occurs in a non-entry level position within the bargaining unit and the City intends to fill the vacancy, the City shall post a notice of such vacancy on all City and Union bulletin boards within the City divisions covered by this Agreement. The vacancy notice shall remain posted for a period of at least ten (10) workdays and applicants must apply within that period. The City shall offer bargaining unit employees an opportunity to apply for vacancies by posting in accordance with this Section, before such vacancies are advertised to individuals outside of the bargaining unit. Vacancies shall be filled as follows:

(a) The City shall first offer the posted position to all full-time employees within the Division with priority being given for Divisional Seniority where qualifications, knowledge, skill and ability are substantially equal.

(b) If the position is not filled within the Division, it shall then be offered to all other full-time employees within the bargaining unit with priority being given for bargaining unit Seniority where qualifications, knowledge, skill and ability are substantially equal.

(c) If the position is still not filled, the position will then be offered to all part-time employees within the bargaining unit with priority being given to the applicant with the best qualifications, knowledge, skill, and ability.

To the extent qualified bargaining unit employees apply for vacancies posted pursuant to this Section, those vacancies will be filled in accordance with Sections 2 and 3 of this Article. The City shall, determine if applicants for posted vacancies are qualified to fill those vacancies.

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

Section 3. If there is more than one qualified bargaining unit employee in connection with a posted vacancy, the vacant position shall be offered to the employee who is determined by the City to have the highest degree of qualifications, knowledge, skill and ability to perform the functions and duties of the vacant position. If the qualifications, knowledge, skill and ability of two or more applicants are substantially equal, the position shall be offered to the bargaining unit employee with the greatest level of applicable seniority as defined in Section 1.

Section 4. If no qualified bargaining unit employees apply for a vacancy posted in accordance with Section 1 of this Article, the vacancy shall be filled by accepting applications from individuals outside of the bargaining unit.

Section 5. A bargaining unit employee who fills a vacant position within the bargaining unit shall be required to complete a ninety (90) day probationary period. If that employee fails to complete satisfactorily the probationary period, he or she will be returned to his or her previous position at his or her previous rate of pay.

Section 6. Bargaining unit employees who are currently completing probationary periods and who wish to apply for a vacant position with the bargaining unit may be considered for the position if no non-probationary bargaining unit employee applies for that position. If a probationary bargaining unit employee is offered and accepts the vacant position that employee must complete his or her original probationary period in addition to the probationary period established in Section 5 of this Article.

Section 7. Temporary Assignments. When qualified applicants are not available, or pending the making of a regular appointment, or in an emergency, a department manager may make temporary appointments with the approval of the City Manager. No temporary

appointment shall exceed six (6) months. Employees who are temporarily assigned shall be compensated in accordance with Article 29, Out of Classification Work. The Employer's award of the job bid to bargaining unit employees is subject to the Grievance Arbitration Procedure.

Section 8. The City agrees to use its best reasonable efforts to fill promotional vacancies within thirty (30) days following the deadline for submission of applications for a given promotional vacancy posting.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work.

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

(B) Except as provided in paragraph (C) of Section 3 of this Article, the City workweek shall begin at 12:01 a.m. on Monday of each week and shall end at 12:00 midnight on the following Sunday. All bargaining unit employees shall report to work at the time specified by their respective work unit supervisors and shall remain at work for a period of at least eight hours on each regular workday. Such eight hour period shall not include the lunch period, for which bargaining unit members shall not be paid and during which bargaining unit members shall not be considered to be "hours worked" for purpose of regular or overtime compensation. The City may establish a second shift ranging in starting times from 1:00 p.m. to 4:30 p.m., and a third shift ranging in starting times from 10:00 p.m. to 1:00 a.m. Before establishing a second or third shift the City shall discuss its implementation and duration with the Union. Unless otherwise agreed, shift assignments will be bid on the basis of seniority. Employees shall

receive an additional forty-five cents (45¢) per hour for all regularly scheduled hours worked on the second shift and an additional fifty-five cents (55¢) per hour for all regularly scheduled hours worked on the third shift. Once starting times are established, the City will provide fourteen (14) days' notice to employees before changing the starting time of any employee. If starting times are changed they must remain in effect for a minimum of thirty (30) days. Throughout this Article the phrase "at work" means the time during any day that an employee is required to be physically present at the work site determined by his or her supervisor and during which the employee is present at that work site.

Section 2. Lunch Periods. Each employee in the bargaining unit is entitled to a lunch period during each day that he or she is at work for at least eight hours. Employees shall not receive pay for their lunch periods, and time spent in a lunch period shall not be considered as hours worked for overtime purposes. City vehicles or equipment shall not be used by employees during their lunch periods unless such use is specifically approved by the appropriate division superintendent.

Section 3. Overtime.

(A) Except as provided in paragraph (C) of this Section, overtime shall be defined as time that a bargaining unit employee is at work in excess of forty (40) hours in a given workweek or in excess of eight (8) hours in a given workday. For purposes of this Section, any leave time used during a work week and time spent in in-service training (if approved by the City) shall count as "at work" time. An exception to the foregoing is that any leave time used during a work week will not be considered as time worked for purposes of determining overtime entitlement for those days on which the leave time is utilized. The City shall be the sole judge of

whether it is appropriate for an employee to work overtime; and all time spent at work beyond eight hours on a regular workday, or any time spent at work on a weekend or holiday, must be approved by the appropriate division superintendent. If work hours in excess of the established amount are not approved by the appropriate division superintendent, they shall not be counted in determining whether an employee is eligible for overtime pay for a given workweek.

(B) When an employee is required by the City to be at work for more than forty hours in a workweek or over 8 hours in a workday, he or she shall be paid overtime pay at the rate of one and one-half (1½) times that employee's regular hourly rate of pay for every hour or part of an hour that the employee was at work beyond forty hours in that week (or eighty hours in that two week period, if applicable). Time during which an employee is not considered to be at work (e.g. lunch periods) shall not be counted in determining whether an employee is eligible for overtime pay. Overtime pay shall in no event be compounded, or combined in any fashion, or otherwise paid twice for the same period of time (except as defined in Section 5(B) of this Article).

(C) Water Resources. For bargaining unit employees in the Water Resources Division of the Public Works Department, the work week shall begin at 12:01 a.m. on Saturday of each week and shall end at 12:00 midnight on the following Friday. Employees in the Water Resources division of the Public Works Department who either elect or are required to participate in that division's "on-call program," as applicable, shall be governed by the provisions of this paragraph with respect to the establishment of eligibility for overtime pay. For purposes of this paragraph, the term "on-call program," refers to the City's requirement that all licensed plant operators serve in an on-call status on a two week rotating basis to provide the

division with emergency contingency service. Employees in the Water Plant Mechanic position have the option to elect to participate in the on-call rotation but must commit to participate in the rotation for a full year, for scheduling purposes. Each employee scheduled to be on call will serve in that capacity for a period of one full seven-day period, excluding City Designated Holidays. The employee shall be required to take one regularly scheduled eight-hour day off during the period of Monday through Friday immediately following that employee's tour of stand-by status. The day off can be selected by the employee, so long as the choice does not disturb, interfere, or negatively impact the efficient operation of the Division. The Division Superintendent shall have the final approval of said day off. All provisions of paragraphs (A) and (B) of Section 3 with respect to establishing eligibility for overtime and the amount of overtime pay to which an employee may be entitled, shall apply to Water Service Division employees who participate in the on-call rotation. Overtime for all other employees will be governed by the terms of this Agreement.

(D) Snow Removal. Employees in the Service Division of the Public Works Department shall be eligible for and called or assigned first for overtime in connection with City snow removal operations. In the case of snow removal overtime, if no employee from the Service Division agrees to work after one time through the entire roster for that operational unit, then the City shall assign the overtime first to any employees in the bargaining unit, qualified to perform the work, and then to employees outside of the bargaining unit. Where the City cannot retain employees to work the overtime then employees in the Service Division will first be assigned the work on the basis of inverse seniority, and then the remaining qualified employees within the bargaining unit will be so assigned.

(E) For the period from January 1 to December 31 of each year, the City shall offer all overtime hours on a voluntary basis to employees, by division/department (as applicable), by work unit, by position title and by seniority (in that order). Where not enough eligible employees are assigned to work requested overtime, employees will be mandated to work the overtime on the basis of inverse seniority. Where the City determines that mandatory overtime is required for special events (e.g., the Fourth of July), the City will make reasonable efforts to accommodate requests by employees who do not want to work the required overtime. Such requests by the employee shall not be unreasonably denied.

The parties agree that an exception to the foregoing provisions concerning the assignment of overtime may be made where there is a continuation of work by an existing crew, which crew is held over to finish work already in progress. The holding over of employees in connection with a continuation of work cannot exceed three hours in order to qualify as an exception under this Agreement.

(F) Nothing in this Section shall preclude the City from the advanced scheduling of overtime (e.g., street sweeping, grass cutting). Such scheduled overtime shall be assigned in accordance with paragraph (E) of this Article and in no event for more than a thirty (30) day period.

(G) A negative contact, as defined herein, shall be considered a refusal of overtime for purposes of this Article. A negative contact is defined as an attempt to contact an employee that results in any of the following: no answer at the employee's residence, reaching a machine recording, or the employee being otherwise unavailable. The parties agree that designated Union

Stewards shall be entitled to review periodically the overtime list maintained by the City with respect to the bargaining unit, upon reasonable request and during regular City business hours.

(H) Cancellation of Scheduled Overtime. In the event that an employee is scheduled in advance to work overtime for a particular event (e.g., band concert, parade, Fourth of July display, etc.) and that event is either cancelled or postponed no earlier than the day of the scheduled event, employees who were scheduled to work that event will be entitled to two hours of pay at one and one-half (1 ½) times their regular hourly pay rate.

Section 4. Call-in Pay. (A) Call-in after the end of an employee's work day and more than two hours before the start of an employee's workday. Employees called in to work at a time not contiguous to the end and more than two hours before the beginning of their regular workday, shall be entitled to at least four (4) hours of call-in pay, which pay shall begin when contact is made between the employee and the City and shall be paid at the same rate as overtime pay. Employees who are called in and spend more than four (4) hours at work as a result, will be eligible for overtime pay at the established rate and paid on the basis of actual time spent at work after call-in.

(B) Holiday call-in. If an employee is called-in to work on a City holiday (as defined in Article 8), that employee will receive either his or her regular paid holiday pay or 8 hours of compensatory time (to be used in accordance with Section 9 of Article 7), plus the appropriate amount of call-in pay, as provided in this Section.

Section 5. Stand-by Pay. The appropriate manager or superintendent of the Division of Water Resources, or that person's designee, shall designate qualified employees to serve in a "stand-by" status, in a regular rotation.

(A) An employee so designated shall receive "stand-by" pay in the amount of three (3) hours at the rate of one and one-half (1½) times his/her regular hourly pay for every weekday that the employee serves on "stand-by." An employee shall receive "stand-by" pay in the amount of three (3) hours at the rate of one and one-half (1 ½) times his/her regular hourly pay for every weekend day that the employee serves on "stand-by."

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

(C) If an employee serves in a "stand-by" status on one of the City holidays established in Article 8, that employee shall be entitled to regular holiday pay, plus an additional day off. If scheduled to work, the employee will receive an additional eight (8) hours of pay at time and one-half (1½).

(D) Employees on stand-by must be accessible at home or by cell phone or pager. An employee who fails to respond to a call-in from stand-by or fails to report to the assigned work area for call-in within a reasonable period of time (taking into consideration commuting distance, weather conditions and comparable circumstances) shall forfeit all stand-by pay accrued by that employee during the pay period in which the employee so fails to respond or report.

(E) Employees who are either on stand-by or are within eight hours of going into stand-by status are eligible for overtime work in the Water Resources Division only. If the change in

stand-by staffing is within four (4) hours, and a need arises, the overtime list shall be overridden and the employee preparing to serve on stand-by shall be contacted instead.

(F) Only one employee at any time shall have the right to opt out of the stand-by schedule rotation in the Water Resources Division. Such opt-out shall be for one full calendar year (January through December), and the right to opt out shall be based upon seniority.

Section 6. Emergencies. Notwithstanding Sections 3 and 4 of this Article, the City may require any bargaining unit employee to report to work or to work beyond their scheduled shift to respond to an emergency situation. For the purpose of this section, an emergency shall not be considered to be an occurrence which is normal or reasonably foreseeable by the employer. The City shall have the sole discretion to determine which bargaining unit employees have the technical expertise to respond to given emergencies. Employees required to work outside of regular workday hours in response to an emergency shall be entitled to either overtime pay or call-in pay, as the circumstances warrant, and shall be compensated for the additional time spent at work at the established rates.

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

conclusion of the rest period, if the rest period expires during his or her regularly scheduled hours.

Section 8. Meals. Meals may be provided in overtime and/or call out situations in excess of twelve (12) hours at the Superintendent's or his designee's discretion, as provided for in the City of Hudson's purchasing guidelines and at the Superintendent's reimbursable expense.

Section 9. Compensatory Time. Employees may choose to receive compensatory time, in lieu of overtime pay, at the same rate as overtime pay. Employees may accumulate compensatory time up to eighty (80) hours, after which point all overtime shall be paid as earned. It shall be the responsibility of each division superintendent or department manager, as applicable, to determine the use of compensatory time so that the necessary services of the City can be maintained. Compensatory time shall accrue and be utilized in quarter hour increments. Upon termination of employment, an employee shall be paid for unused compensatory time at his or her then current rate of pay.

ARTICLE 8

HOLIDAYS

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

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

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

Section 2. Personal Days. In addition to the above designated holidays, all regular full-time employees are entitled to receive each year two personal days off with pay at their regular rate of pay. These personal days may be taken any time during the year.

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

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

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

(2) If an employee is scheduled to work on a holiday, other than those listed in Section 4 (Paragraph 3) below, by receiving pay at time and a half in addition to either eight (8) hours of pay at the employee's regular hourly rate or an additional eight-hour day off.

(3) If an employee is scheduled to work on the Designated Holiday (as outlined above in Article 8, Section 1), for Thanksgiving Day, Christmas Day, or New Year's Day, he/she shall receive time and one-half (1 ½) for all hours worked, plus eight (8) hours of Holiday pay at his/her regular hourly rate, plus an additional eight (8) hour day off with pay.

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

ARTICLE 9

VACATIONS

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

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

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

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

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

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

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

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

Section 5. Scheduling of Vacation. The department management shall schedule vacations so that the necessary services of the City will be maintained. The City shall post a departmental vacation eligibility list by the first week of January of each year. Employees shall have until January 31, to state a vacation preference. The Department manager shall make every

effort to grant vacation requests in order of bargaining unit seniority, consistent with the operational needs of the department. Failure of an employee to select a vacation "slot" during the time in question shall result in the employee choosing from available slots without regard to seniority.

ARTICLE 10

HOSPITALIZATION AND LIFE INSURANCE

Section 1. Bargaining unit employees shall be entitled to participate or not participate in the City's health insurance plans in accordance with the City's Personnel Rules and Regulations. Employees shall also be entitled to life insurance coverage.

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

Section 3. Effective January 1, 2015, employees shall pay 13% of the premium contribution for employee and spouse, employee and child(ren), or family coverage. Effective January 1, 2016, employees shall pay 15% of the premiums contribution for employee and spouse, employee and child(ren), or family coverage. Moreover, any contributions shall not exceed those required of the City's non-union employees.

ARTICLE 11

SICK LEAVE

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

Section 2. Maximum Accrual: Conversion to Vacation or Payment. Unused sick leave time shall accumulate for the benefit of any eligible employee up to a maximum of 180 days or 1,440 hours. Employees who have accumulated the maximum of 1,440 hours of unused sick leave time will continue to accrue sick leave, but such employees must elect, in writing each year, one of the following options for disposition of sick leave time in excess of 1,440 hours:

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

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

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

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

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

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

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

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

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

In order to be eligible for sick leave with pay in connection with subparagraphs (e) or (f), an employee must otherwise be eligible for Family and Medical Leave Act leave pursuant to subparagraph (e) of Section 254.20 of the Codified Ordinances of the City. In addition, no employee may be authorized to use more than six weeks of paid sick leave in connection with subparagraphs (e) or (f), or a combination of the two, in any twelve month period.

Section 4. Notice of Absence for Sick Leave Purposes. An employee not reporting to work for any reason shall notify, or cause to be notified, his or her department manager or that officials designee at least one (1) hour prior to the time at which he or she is required to report to work, unless he or she is unable to do so due to circumstances beyond his or her control. If the absence is in connection with one of the categories of authorized uses of sick leave and as soon as possible after the employees return to work, the employee shall submit to his or her

department manager, or to that persons designee, a request for the use of sick leave on the form provided by the City for such purpose.

Section 5. Limitations on Excessive Use or Abuse of Sick Leave. Employees accrue sick leave as a benefit of regular full-time employment with the City. Use of such leave is not, however, to be left entirely to the discretion of the employee. Use of Sick Leave in connection with the categories listed at subparagraphs (a) through (c) of Section 3 of this Article is intended to provide time away from work to afford employees an opportunity to recuperate from or care for family members with short term illnesses, keep medical appointments, and prevent the spread of illnesses throughout the workplace. Employees are authorized to accumulate sick leave hours over time to provide security against loss of income in the event that an employee must be away from work due to catastrophic or protracted illness or in connection with long term care for a family member, as set out in subparagraphs (a) through (d) and subparagraphs (h) and (i) of Section 3 of this Article. Sick leave is not to be considered an entitlement, and department and division managers are expected to monitor (by whatever means they deem appropriate) use of sick leave by employees to identify cases of potential abuse of sick leave. An employee who is determined to be abusing the use of sick leave is subject to disciplinary action up to and including dismissal.

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

may require, as a condition for authorized use of paid sick leave, a physician's statement that the employees extended absence was medically necessary. If, in the opinion of the responsible department manager or the City Manager, the employees condition presents a risk of harm to the employee or to others with whom the employee comes into contact in the workplace, the department manager or the City Manager may require that the employee present a physician's statement certifying that the employee is able to return to work, prior to the date on which the employee intends to return to work. A physician's statement to justify an employee's use of sick leave for a period of time that is less than three consecutive workdays can be required before the use of sick leave is approved where the City has reasonable suspicion of sick leave abuse. The City shall notify the employee of its basis for reasonable suspicion of sick leave abuse.

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

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

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

Section 10. (A) **Injuries Suffered on the Job.** All injuries, no matter how slight, must be reported to the department manager responsible for an employee who has sustained an injury. The department manager shall assist the injured employee with the completion of an injury report form and shall then forward such completed report form to the City Manager. Any time lost from work due to an injury suffered on the job will be counted in accordance with Section 254.20(e) of the Codified Ordinances of the City.

(B) **Restricted/Light Duty**.

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

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

(3) Employees on Restricted/Light duty will be excluded from the scheduled on-call program, scheduled standby, scheduled overtime, and any other overtime events.

Section 11. Lost Time Compensation. Employees who have sustained disabling injuries in the performance of duty, resulting in a lost time claim, may utilize accumulated sick leave until the award of Workers' Compensation benefits (Temporary Total Disability Compensation). The employee shall assign all Workers' Compensation benefits over to the City at which time the employee will be re-credited with all sick leave used during the period of incapacity up to a maximum of 30 days. Thereafter, the employee may use accumulated sick leave at the rate of fifty percent (50%) for each day absent to make up the difference between the amount paid by Workers' Compensation and the employee's net wage, up to a maximum 150 days, until his or her sick leave balance is exhausted. An employee who must utilize sick leave in connection with a disabling injury sustained in the performance of duty, during this 180 day period resulting in a lost time claim and a re-credit of sick leave under the provisions of this Section, will not have that use of sick leave counted against the requirements to qualify for an incentive personal day (as outlined in Article 8, Section 5).

Section 12. Cash Payment for Accrued Sick Leave Upon Retirement from the City. Existing employees will be able to accrue sick leave at a one-for-one retirement/death cash-out rate up to the next 500, 1000 or 1440 hour level -- based on accrued sick leave levels as of August 1, 2000. All remaining hours will be accrued subject to a one-for-three cash-out rate, up to an aggregate maximum of 1440 hours. (e.g., an employee with 300 hours of accrued sick leave can accrue up to 500 hours subject to the one-for-one cash-out rate. All remaining hours,

up to an aggregate maximum of 1440 hours, will be accrued subject to a one-for-three cash-out rate).

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

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

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

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

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

intent is to pay for accrued sick leave hours only when an employee has retired and is receiving retirement benefits as outlined above.)

Section 13. Cash Payment for Accrued Sick Leave Upon the Death of an Employee. If an employee dies while in the employ of the City, the cash value of all of his/her accrued and unused sick leave shall be paid to that employee's estate. Payment shall be made in accordance with Section 12 of this Article.

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

ARTICLE 12

LEAVES OF ABSENCE

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

Section 2. Family and Medical Leave Act Leave. The City will comply with the federal Family Medical Leave Act in determining whether employees are eligible for leave under the act and the level of benefits to be provided to eligible employees. In accordance with the Federal Family and Medical Leave Act, the City of Hudson will provide eligible employees up to twelve (12) weeks of unpaid leave during a twelve (12) month period for one or more of the following reasons:

Birth or adoption/foster care of a son or daughter;

Care for a child within one (1) year of the child's birth or placement;

Care for a spouse, son, daughter or parent with a serious health condition; or

Serious health condition that prevents the employee from performing the functions of his/her job.

(a) To be eligible, employees must have been employed by the City for at least twelve (12) months and must have worked at least 1,250 hours during the previous twelve (12) months.

(b) The leave year will be calculated by a "rolling" twelve (12 month period measured backward from the date an employee uses any Family and Medical Leave Act leave.

(c) If desired, employees may use paid leave, such as any accrued vacation leave, personal days, or sick leave, before using their unpaid Family and Medical Leave Act Leave, and such paid leave shall not apply toward the employee's twelve (12) week entitlement. In order to utilize paid leave prior to FMLA leave, an employee must demonstrate that he/she is FMLA-eligible at the time the paid leave commences. The employee bears the responsibility to provide the necessary documentation justifying the need for such leave and, if the employee wants to use sick leave prior to FMLA, the employee must still comply with the provisions that apply to such leave. Moreover, employees should make a reasonable effort to schedule any foreseeable medical treatment so as not to unduly disrupt the operation of the City. Employees should provide the City with not less than thirty (30) days' notice or as much notice as is practical. In the event the situation is not an emergency or is predictable, such as scheduled surgery or pregnancy, a request for the leave of absence must be on file before the leave of absence commences

Section 3. Unauthorized Leaves of Absence. Whenever possible, any bargaining unit employee who is absent from work shall have notified his or her supervisor and have reported the reason for the absence at least one hour prior to the time that the employee is scheduled to report for work. All unauthorized and unreported absences shall be considered Unauthorized Leaves of Absence unless and until sufficient justification for such absence and for the failure to

report the absence in advance is provided to the appropriate supervisor. The City shall determine if sufficient justification for the absence or the failure to report it exists, on a case by case basis. Employees shall not be compensated for unauthorized leaves of absence. Any unauthorized leave of absence for which sufficient justification is not provided and supervisor approval received, shall be grounds for appropriate disciplinary action, in addition to loss of pay.

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

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

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

Section 7. Special Leave Without Pay. With prior approval, special leave without pay is available in the event an employee has exhausted all of his or her accrued paid leave (sick and vacation, depending upon the circumstances). Leave without pay, up to five (5) days, may be granted by an employee's Department Manager. Any requests greater than five (5) days may be granted with the approval of the City Manager in emergency cases or under other special circumstances. Such leave in excess of 5 days shall only be granted if the employee's absence does not materially affect the operation of his or her department and if the individual circumstances warrant granting of such leave. Employees who are on any type of leave without pay do not accrue sick leave hours during that time but may, at the discretion of the City Manager, accrue vacation time and be eligible for other benefits, including health insurance coverage. If the leave without pay qualifies as Family and Medical Leave Act leave, health benefits will be maintained as outlined in Section 2 of this Article 12.

Section 8. If an employee fails to return to work at the conclusion of any leave, employment will be terminated and the City may require the employee to reimburse it for the full cost of health care coverage, if any, during any period of unpaid leave.

ARTICLE 13

UNIFORMS & EQUIPMENT

Section 1.

(A) The City shall supply safety equipment, and rental uniforms for those employees required by the City Manager to wear them per department rules.

(B) The City shall pay to an employee the cost, up to a maximum of $150.00 annually, of American Society for Testing and Materials (ASTM International) approved footwear, upon presentation of a receipt for same.

(C) The City shall pay to an employee the cost, up to a maximum of $150.00 annually, of City approved outerwear, upon presentation of a receipt for same. In all cases, employees must submit receipts before reimbursement will be made.

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

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

Section 4. Return of Uniforms and Equipment Upon Termination of Employment. Employees must return all articles of clothing and equipment that were provided by the City at the time an employee leaves employment with the City. If an employee fails to return any item of clothing or equipment, the replacement cost of any non-returned item shall be deducted from the employees final pay check.

ARTICLE 14

SENIORITY

Section 1. Seniority shall be defined as follows:

(a) "City Seniority" shall be an employee's uninterrupted length of continuous employment with the City.

(b) "Bargaining Unit Seniority" shall be an employee's uninterrupted length of continuous employment with the Departments covered by this agreement except that employees employed within these Departments as of the certification date of the bargaining unit shall have any City seniority considered as time served in these departments.

(c) "Divisional Seniority" shall be an employee's uninterrupted length of continuous employment within a division.

A probationary employee shall have no seniority until he or she satisfactorily completes the probationary period which will be added to his or her total length of continuous employment.

Section 2. An employee's seniority shall be terminated when one or more of the following occur:

(a) The employee resigns;

(b) The employee is discharged for cause;

(c) The employee is laid off for a period of time exceeding twenty-four (24) months;

(d) The employee retires;

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

(f) The employee becomes unable to perform the duties of his or her job due to illness or injury and is unable to return to work after 12 consecutive months; or

(g) The employee refuses recall or fails to respond to a recall notice within five (5) working days from the date that the employee receives a recall notice and/or fails to report to work with five (5) days after such notification.

If two or more employees are hired or appointed on the same date, their relative seniority shall be determined be their respective dates of application

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ARTICLE 15

PROBATIONARY APPOINTMENT

Section 1. Probationary Appointment. All original appointments shall be probationary in nature during the first six (6) months of the employee's connection with the City. The department manager, with the approval of the City Manager, may extend an employee's initial probationary period once, for an additional term not to exceed six (6) months. The department manager, five (5) days prior to the end of the employee's initial probationary period, shall notify the employee in writing and shall include a statement in such notification explaining the action being taken in connection with the end of the employee's probationary period. A copy of this notice shall be filed with the City Manager for inclusion in the employee's personnel file. At any time during the probationary period, a probationary employee may be rejected upon the recommendation of that employee's department manager. At the end of an employee's probationary period or extension thereof, any probationary employee must either be given a regular appointment or rejected. The failure of the City to give notice of said decision shall in no way constitute a waiver of its rights to reject an employee.

Section 2. Promotional Probationary Appointment. A bargaining unit employee who fills a vacant position within the bargaining unit shall be required to complete a ninety (90) day probationary period. If that employee fails to complete satisfactorily the probationary period, he or shall will be returned to his or her previous position at his or her previous rate of pay; provided, however, that if an employee fails to complete the probationary period for reasons that would subject that employee to immediate discharge under the City's Personnel Rules and Regulations, that employee shall not be reinstated to his or her previous position, and his or her discharge shall be processed in accordance with established procedure.

ARTICLE 16

LAYOFF AND RECALL

Section 1. Employees may be laid off as a result of lack of work, lack of appropriated funds, or abolishment of position. In the event of a layoff, the City shall notify affected bargaining unit employees, if possible, ten work days in advance of the effective date of the layoff. Any layoffs in the bargaining unit shall be affected within each division according to bargaining unit seniority (i.e., the most recent employee hired shall be the first employee laid off).

Section 2. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirement within twelve (12) months of recall. Any training required in this section shall be at the City's expense.

Section 3. Notice of recall shall be sent to an employee by certified mail. The City shall be deemed to have fulfilled its obligations by mailing the recall notice, return receipt requested, to the last mailing address provided by the employee.

Section 4. The recalled employee shall have five (5) work days following the date of the recall notice to notify the City of his intention to return to work and shall have five (5) work days following the receipt of the recall notice in which to report for duty, unless a different date for return to work is otherwise agreed upon.

ARTICLE 17

GRIEVANCE PROCESS

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

Section 2. A grievance is defined as a claim or dispute by an employee arising out of the application or interpretation of this Agreement, under express, written provisions of this Agreement. The parties agree that it is their mutual desire to provide for the prompt adjustment of grievances with a minimum amount of disruption to work schedules. Every reasonable effort will be made by the parties to affect the resolution of grievances at the earliest step possible. Accordingly, grievances shall be processed in the following manner:

Step 1: The employee, with or without the employee's shop steward, and the employee's Division manager shall meet to discuss and attempt to resolve the grievance on an informal basis.

Step 2: If the grievance is not resolved in Step 1, the employee and/or the Union may appeal in writing, on the proper form, the Step 1 response to the Department Manager or his or her designee within seven (7) work days after receipt of the Step 1 response. The Department manager or designee shall schedule a grievance meeting with the aggrieved employee(s) and, if the employee(s) so elect(s), the Union's steward, within seven (7) work days after receipt of the appeal. The department manager or designee shall issue a written decision to the aggrieved employee(s) and the Union within seven (7) work days after this grievance meeting.

Step 3: If the grievance is not resolved in Step 2, the aggrieved member and/or the Union may file an appeal in writing to the City Manager, or with his/her designated representative, within seven (7) work days after receipt of the Step 2 decision. A meeting among

the City Manager or his designee, the aggrieved member(s) (or no more than 2 employee representatives in the event of a group grievance), applicable Union steward, and the Union representative shall take place within ten (10) work days after receipt of the Step 2 appeal. The City Manager or his designated representative shall issue a written decision on the Step 2 appeal within ten (10) work days after this meeting. A copy will be given to the aggrieved member(s) and to the Union.

Section 3. A group grievance may be brought at Step 2 of the grievance process and filed within five days after the conclusion of Step 2. A group grievance is defined as one which immediately and adversely affects all or a substantial group of bargaining unit employees, in addition to the employee filing the grievance. A termination or suspension grievance may be brought at Step 3 of the grievance process.

Section 4. Written grievances must contain the following information:

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

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

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

(4) Specific relief requested;

(5) Printed name and signature of the employee, or for group grievances, the printed names and signatures of all affected bargaining unit employees; and

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

Section 5. Time Limitations. A grievance must be filed within seven (7) work days from the occurrence of the event that gives rise to the grievance, or within seven (7) work days of the time at which there is reasonable knowledge of such event. If an employee or the Union has taken timely action with respect to any step in the grievance process and the City fails to respond in a timely manner, the employee or the Union, as appropriate, shall be entitled to advance the grievance to the next step in the grievance process, but shall not be required to do so.

(A) Should an aggrieved employee fail to take the action necessary to advance a grievance to the next step in the grievance process, the matter shall be considered resolved, and the employee, and the Union on that employees behalf, shall be barred from grieving the same issue in connection with the same event or circumstance.

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

Section 6. Arbitration Procedure.

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

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

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

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

(3) The fees and expenses of the Arbitrator will be paid by the party whose position is not upheld in the Arbitrators decision. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The City will provide a hearing room for any hearings or meetings related to the arbitration process. In the event of a Split award or a decision which does not clearly uphold one party's position over the others, the Arbitrator shall apportion the Arbitrators costs between the City and the Union.

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

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

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

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

ARTICLE 18

NO STRIKE/NO LOCKOUT

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

Section 2. Any employee who violates Section 1 of this Article shall, at the discretion of the City, be subject to discharge (selective or otherwise) or other appropriate disciplinary action as determined by the City. Such employees shall have recourse to the grievance procedure for the express purpose of determining whether or not he/she actually violated Section 1 above.

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

Section 4. The City shall not lock out any employee during the term of this Agreement.

ARTICLE 19

BULLETIN BOARDS

Section 1. The City will provide the Union reasonable space on at least one bulletin board in a non-public area of the City. The Union shall use this board for posting of notices pertaining to recreational and social activities, Union elections, reports of the Union, or its committees, Union meeting notices, legislative enactments, decisions of the State Employment Relations Board (SERB), and judicial decisions affecting public employee labor relations. The Union shall not post any materials which are obscene, defamatory, or which impair the operation of any City department, or which constitute partisan political campaign material.

Section 2. Where the City finds material posted on the bulletin board to be violative of any provisions of this Agreement, the material in question shall promptly be removed from the bulletin board by the Union. If the Union fails to remove the objectionable material within a reasonable time after being requested to remove it, the City may remove the objectionable material.

ARTICLE 20

PERSONNEL FILES

The employment records of each bargaining unit employee shall be open to the inspection of the employee upon reasonable advance request to the City. If an employee is involved in a grievance regarding a matter concerning information that is contained in the employee's personnel file, the affected employees shall be granted access to that employee's personnel file; provided that the employee has given written authorization for such access and the Union representative has made a reasonable advance request to the City for such access. Any employee against whom disciplinary action has been taken shall be provided with a copy of any record of such disciplinary action prior to the inclusion of such record in the employees personnel file. Employees shall be entitled to copy all material contained in their personnel files upon reasonable advance request to the City.

ARTICLE 21

UNION REPRESENTATION

Section 1. A non-bargaining unit representative of the Union shall be admitted on City premises during the City's normal business hours for the purposes of processing grievances pursuant to the established grievance process, attending meetings, or for purposes of monitoring the administration of this Agreement. Upon arrival, the Union representative shall identify himself to the City's designated representative before entering any work area or speaking to bargaining unit employees. The City's authorization shall not be unreasonably denied.

Section 2. The City shall recognize one steward and one alternate in each facility to act as Union steward for the purpose of processing grievances in accordance with the Grievance Procedure. The Union shall provide the City with an official roster of the Union stewards/alternates which shall be kept current at all times.

Section 3. The Union may schedule meetings on City property if space is available and if authorized by the City Manager in accordance with this Article, and pursuant to any applicable rules concerning such space. Meetings will be scheduled so as not to disturb the efficient operation of any City division or department.

Section 4. Internal Union Business.

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

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

ARTICLE 22

LABOR-MANAGEMENT CONFERENCES

In the interest of effective communications, either party may at any time request a labor-management conference. Such request shall be made in writing and be presented to the other party at least five (5) workdays in advance of the requested meeting date. The written request shall include an agenda of items that the requesting party wishes to discuss and the names of those representatives who will be attending. A labor-management conference shall be scheduled within ten (10) days of the date on which the request for such a conference is received by the other party. Such conferences shall not be scheduled more frequently than once every three months, unless the parties mutually agree to meet more frequently.

Appropriate topics for discussion at labor-management conferences shall be limited to:

- Administration of this Agreement;
- Notification of the Union of changes made by the City that affect bargaining unit employees;
- Discussion of grievances that have not been processed beyond the final step of the established grievance process, only if such discussion is mutually agreed to by the City and the Union or bargaining unit members;
- Dissemination of general information of interest to the parties;
- Sharing of perspectives of bargaining unit members with management and discussion of proposed suggestions concerning items of concern or interest to bargaining unit employees;
- Discussion of ways in which to increase productivity and efficiency of work units; and
- Consideration and discussion and health and safety matters relating to bargaining unit employees.

At any labor-management conference, there shall be no more than three (3) bargaining unit employees, no more than one non-employee Union representative, and no more than three City management representatives in attendance. Additional representatives may attend a labor-management conference on either side, if both parties agree to such additional representatives attending the conference. Requests for approval in connection with the attendance at a conference by additional representatives shall not be unreasonably withheld or denied.

ARTICLE 23

DISCIPLINE

Section 1. No bargaining unit member shall be removed, reduced in pay, suspended, reprimanded except for just cause. However, whenever it becomes necessary to discipline its employees, the City shall retain all of those rights which are traditionally reserved thereto, subject only to those other procedures, limitations and options which are set forth in this Agreement.

Section 2. The City may take disciplinary action for employee actions which violate the established rules and regulations of the Department, the Division and/or City.

Section 3. Progressive discipline shall be used in all cases except those where, the circumstances of an offense or violation are of such a serious nature that progressive discipline is not deemed appropriate. The parties agree that progressive discipline shall consist of the following elements, to be pursued in the following order:

(1) Verbal warning;

(2) Written reprimand;

(3) Suspension;

(4) Termination.

Section 4. Warning Notices.

Verbal and written warnings can be considered for progressive discipline for up to eighteen (18) months after the issuance of the discipline. Suspensions can be considered for purposes of progressive discipline for up to twenty-four (24) months after the issuance of the suspension.

Section 5. Pre-disciplinary Hearing.

(A) The City shall, as soon as possible and before taking any disciplinary action that results in a suspension or results in the recommendation for immediate termination, conduct a pre-disciplinary hearing. The purpose of that hearing shall be to advise the employee of the basis for the disciplinary action. The employee may, if he or she desires, have a representative of his or her choice in attendance at that hearing and may offer evidence in opposition to the City's charges at that time.

(B) The City shall issue a decision within one (1) week of a pre-disciplinary hearing. The employee shall have the right to appeal any disciplinary action taken pursuant to the established grievance process.

(C) The City, at its sole discretion, may choose to withhold the imposition of any disciplinary action until the grievance process with respect to such disciplinary action, if applicable, is concluded.

ARTICLE 24

GENDER AND PLURAL

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

ARTICLE 25

HEADINGS

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

ARTICLE 26

CONFLICT WITH LAW AND SEPARABILITY

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

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

ARTICLE 27

DUES DEDUCTION

The Employer and the Union agree that membership in the Union is available after 31 days to all employees occupying classifications as determined by this Agreement to be appropriately within the bargaining unit.

During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within fifteen (15) days from the date of making said deductions.

Any employee who is not a member of the Union and who does not make application for membership within thirty-one (31) days following the ratification of this Agreement shall, as a condition of employment, pay to the Union, through payroll deduction, a fair share fee.

Any future employee, after thirty-one (31) days, shall as a condition of employment, pay to the Union, through payroll deduction, a fair share fee. The Employer shall have the sole discretion to discharge newly-hired probationary employees and any such action shall not be

appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of a written notice to the Employer from the Union.

Fair share fees shall be deducted and remitted at the same time as dues. The deduction of the fair share is automatic and does not require authorization by the employee. The Union acknowledges having a procedure in place which includes an adequate explanation of the basis for the fair share fee, as well as other related information, policies, and procedures as required by law, which is available to employees who pay the fair share fee, upon their request.

The Employer also agrees to deduct initiation fees, re-initiation fees and entry fees as are regularly assessed by the Union in accordance with the Constitution and Bylaws of the Union.

The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 28

JOB DESCRIPTION

The Employer shall maintain accurate position descriptions of each classification in the bargaining unit. Employees and the Union shall have access to such descriptions at reasonable times mutually agreed to by the Employer and Union for the purpose of review. If a copy is requested, one (1) copy shall be provided at no charge.

The Union shall receive a copy of any position description which alters the duties of employees in the bargaining unit, or establishes new positions within the bargaining unit not recognized under Article 3, herein.

ARTICLE 29

OUT OF CLASSIFICATION WORK

Any employee who is temporarily assigned to perform work in a lower pay grade shall not have his/her pay reduced while performing that job. An employee who is temporarily assigned to perform work of a classification in a higher pay grade shall receive the rate of pay (based on his/her years of service) for any time period of one hour or more for the period the employee is so assigned provided that he/she is qualified and performs the work of the classification in the higher pay grade.

ARTICLE 30

HEALTH AND SAFETY

Section 1. The City agrees to operate and maintain a safe working environment as far as practical for all bargaining unit members.

Section 2. The parties shall comply with all applicable federal and state OSHA laws and related rules and regulations.

Section 3. Employees must report, within a reasonable time and in writing, any unsafe working conditions to their respective immediate supervisors.

ARTICLE 31

RULES AND REGULATIONS

The Employer, in order to carry out its statutory mandates and goals has the right to promulgate reasonable work rules, regulations, policies and procedures, consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and program.

Copies of written work rules and personnel policies or amendments thereof promulgated following the effective date of this Agreement, will be posted and furnished to the Union no less than five (5) working days prior to the effective date of such rules and amendments. During the five (5) day period, the Union may request a meeting to discuss the effect of the work rule, policy, or amendment.

No work rules, regulations, policies or procedures shall be established or maintained that are in violation of any expressed terms of this Agreement. The Union may grieve the reasonableness of application of any work rule, regulation, policy or procedure. Grievances alleging violation of this Article may be filed at Step 2 of the Grievance Procedure.

ARTICLE 32

INDEMNIFICATION OF EMPLOYEES

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

ARTICLE 33

TRAINING

Section 1. Compensation for Attendance at Schools. It is the City's policy to encourage in-service training for employees. In addition, department managers and the City Manager may require specific in-service training for employees. When an employee is required to complete in-service training, the City shall pay all tuition or registration fees, and the class time involved shall be considered as time that an employee is at work. Employees who attend in-service training that is either required by or approved and paid for by the City shall be eligible for overtime pay if the combination of an employee's in-service training time and work time exceeds forty (40) hours in a given workweek or eight (8) hours in a day. In addition, the City shall reimburse employees for mileage, in accordance with the provisions of the City's Personnel Rules and Regulations governing mileage allowances, if an employee has traveled to an in-service training site in his or her private vehicle. In order to receive reimbursement, an employee must present appropriate receipts or comparable substantiating documentation for parking and other miscellaneous expenses associated with the employee's attendance at an in-service training course.

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

of appropriate invoices, receipts or other substantiating documentation. In order to qualify for reimbursement of expenses related to courses taken as part of an academic degree program, the employee must obtain a grade of C or better or provide other evidence of satisfactory completion of the course for which reimbursement is requested. In addition, by requesting reimbursement for courses taken in the pursuit of a job related academic degree, the employee agrees to remain in the employ of the City for at least the two (2) years following each reimbursement. If an employee fails to achieve at least a C grade in a course related to an academic degree program or otherwise fails to provide evidence of satisfactory completion of such course, and the employee has already been reimbursed for costs of registration and/or required course materials, the employee shall reimburse the City for the expenses related to the course not successfully completed, through a payroll deduction plan to be established between the City and the employee. If an employee receives reimbursement for any courses related to an academic degree program; or the City pays for the employee to attend a non-academic training course or program, the cost of which exceeds $500.00, and that employee fails to remain in the employ of the City for two (2) years thereafter, the amounts previously reimbursed or paid for that employee's benefit will be deducted from any final pay-out from the City to the employee on a pro-rated basis. (Based on the percentage of the two (2) years worked).

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

Manager may authorize reimbursement for more than one class or may authorize the attendance of the employee at a course during duty hours with pay; provided that the employee must demonstrate a significant benefit to the City in connection with such courses or scheduling, and the employees attendance at an academic course during the work day will not prevent the employees department from meeting expected service levels. Reimbursements for education under this Article shall not exceed $5,250.00 per year.

Section 2. The City agrees to reimburse employees for the cost of their CDL license.

ARTICLE 34

SUPERVISORS WORKING

A supervisor will not, as a general rule, perform job duties that are usually assigned to a bargaining unit employee except in cases as follows:

Emergencies

Training

Absenteeism

The Employer agrees that supervisors shall not perform bargaining unit work for the sole purpose of avoiding overtime to bargaining unit members.

ARTICLE 35

COMPENSATION

The applicable salary schedule shall be increased as follows:

- Effective January 1, 2015: 2% increase
- Effective January 1, 2016: 1% increase
- Effective January 1, 2017: 1% increase

(See Appendix A.)

Employees shall progress along the wage schedules of Appendix A at the rate of one step per year.

ARTICLE 36

DURATION

This Agreement represents an understanding between the City and the Union on all bargainable issues and it shall be effective as of January 1, 2015, and remain in full force and effect until December 31, 2017. This Agreement shall remain in effect thereafter from year to year, unless at least ninety (90) days prior to its expiration date, or any anniversary thereof, either party gives timely written notice to the other of its intent to negotiate on any or all of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1st day of January, 2015.

CITY OF HUDSON

Jane Howington, City Manager

Frank Comeriato, Public Works Director

TEAMSTERS LOCAL UNION NO. 436

Sandy Tubbs

John M. Fortenze

2.00%

Teamster's Local Union No. 436
Compensation Plan
Appendix A
Effective January 1, 2015

LEVEL	POSITION	Frequency	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
1	Properties Maintenance Tech.	Hourly	$ 13.97	$ 14.24	$ 14.52	$ 14.82	$ 15.10	$ 15.40	$ 15.78	$ 16.02	$ 16.31	$ 16.66	$ 16.97	$ 17.42	$ 17.69	$ 18.01
2	Maintenance Tech. Plant Operator II (OIT) Sr. Properties Maint. Tech.	Hourly	$ 18.56	$ 18.97	$ 19.48	$ 19.94	$ 20.48	$ 20.95	$ 21.44	$ 21.93	$ 22.47	$ 22.93	$ 23.40	$ 23.90	$ 24.44	$ 24.66
3	Equipment Operator Inventory Control Specialist Sexton	Hourly	$ 24.44	$ 24.94	$ 25.59	$ 26.26	$ 26.86	$ 27.52	$ 28.20	$ 28.86	$ 29.50	$ 30.15	$ 30.79	$ 31.46	$ 32.12	$ 32.47
4	Coll & Dist Operatr (Lic'd) Maintenance Mechanic Plant Operator (Lic'd) Plant Mechanic Backflow Operator	Hourly	$ 26.97	$ 26.55	$ 27.23	$ 27.90	$ 28.62	$ 29.30	$ 30.00	$ 30.69	$ 31.39	$ 32.11	$ 32.82	$ 33.48	$ 34.16	$ 34.51
5	Wtr Resources Facilities Spec Public Properties Facilities Spec	Hourly	$ 27.61	$ 28.08	$ 28.63	$ 29.64	$ 30.29	$ 31.01	$ 31.77	$ 32.51	$ 33.26	$ 33.97	$ 34.71	$ 35.40	$ 36.17	$ 36.55

1.00%

Teamster's Local Union No. 436
Compensation Plan
Appendix A
Effective January 1, 2016

LEVEL	POSITION	Frequency	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
1	Properties Maintenance Tech.	Hourly	$ 14.11	$ 14.39	$ 14.67	$ 14.97	$ 15.26	$ 15.56	$ 15.94	$ 16.19	$ 16.48	$ 16.83	$ 17.14	$ 17.60	$ 17.87	$ 18.20
2	Maintenance Tech. Plant Operator II (OIT) Sr. Properties Maint. Tech.	Hourly	$ 18.76	$ 19.16	$ 19.68	$ 20.14	$ 20.69	$ 21.16	$ 21.66	$ 22.16	$ 22.70	$ 23.16	$ 23.64	$ 24.14	$ 24.69	$ 24.92
3	Equipment Operator Inventory Control Specialist Sexton	Hourly	$ 24.69	$ 25.19	$ 25.85	$ 26.53	$ 27.13	$ 27.80	$ 28.49	$ 29.16	$ 29.80	$ 30.46	$ 31.10	$ 31.78	$ 32.45	$ 32.80
4	Coll & Dist Operatr (Lic'd) Maintenance Mechanic Plant Operator (Lic'd) Plant Mechanic Backflow Operator	Hourly	$ 26.23	$ 26.82	$ 27.51	$ 28.18	$ 28.91	$ 29.60	$ 30.30	$ 31.00	$ 31.71	$ 32.44	$ 33.15	$ 33.82	$ 34.51	$ 34.86
5	Wtr Resources Facilities Spec Public Properties Facilities Spec	Hourly	$ 27.79	$ 28.37	$ 29.12	$ 29.84	$ 30.60	$ 31.33	$ 32.09	$ 32.84	$ 33.60	$ 34.31	$ 35.06	$ 35.76	$ 36.54	$ 36.92

1.00%

Teamster's Local Union No. 436
Compensation Plan
Appendix A
Effective January 1, 2017

LEVEL	POSITION	Frequency	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
1	Properties Maintenance Tech.	Hourly	$ 14.26	$ 14.54	$ 14.82	$ 15.12	$ 15.42	$ 15.72	$ 16.10	$ 16.36	$ 16.65	$ 17.00	$ 17.32	$ 17.78	$ 18.05	$ 18.39
2	Maintenance Tech. Plant Operator II (OIT) Sr. Properties Maint. Tech.	Hourly	$ 18.94	$ 19.36	$ 19.88	$ 20.36	$ 20.90	$ 21.38	$ 21.88	$ 22.38	$ 22.93	$ 23.40	$ 23.88	$ 24.39	$ 24.94	$ 25.16
3	Equipment Operator Inventory Control Specialist Sexton	Hourly	$ 24.94	$ 25.45	$ 26.11	$ 26.80	$ 27.41	$ 28.08	$ 28.78	$ 29.45	$ 30.10	$ 30.77	$ 31.42	$ 32.10	$ 32.78	$ 33.13
4	Coll & Dist Operatr (Lic'd) Maintenance Mechanic Plant Operator (Lic'd) Plant Mechanic Backflow Operator	Hourly	$ 26.50	$ 27.09	$ 27.79	$ 28.47	$ 29.20	$ 29.90	$ 30.61	$ 31.31	$ 32.03	$ 32.77	$ 33.49	$ 34.16	$ 34.86	$ 35.21
5	Wtr Resources Facilities Spec Public Properties Facilities Spec	Hourly	$ 28.07	$ 28.65	$ 29.42	$ 30.14	$ 30.91	$ 31.65	$ 32.42	$ 33.17	$ 33.94	$ 34.66	$ 35.42	$ 36.12	$ 36.91	$ 37.29