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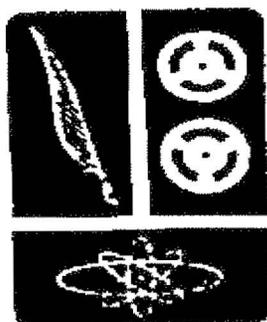
City of Hamilton, Ohio

and

***Office and Professional
Employees International Union
Local 98***

AFL-CIO, CLC

(Public Health Nurses)



Effective July 1, 2010 through June 30, 2013

AGREEMENT

BETWEEN

THE CITY OF HAMILTON, OHIO

AND

LOCAL 98

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

AFL-CIO

Effective July 1, 2010 to June 30, 2013

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ARTICLE I.

PURPOSE

This Agreement by the City of Hamilton, Ohio to employees working under the operations, conditions, and requirements of the City of Hamilton, hereinafter referred to as the "Municipality" or the "City," and Local Union 98, affiliated with the Office and Professional Employees International Union, AFL-CIO, CLC, hereinafter referred to as the "Union."

The Municipality and the Union desiring to enter into an Agreement to establish hours, wages, working conditions and other matters pertinent to the City of Hamilton employees who are covered under this Agreement, now therefore, the parties agree as follows:

ARTICLE II.

RECOGNITION OF UNION

Section 1. The Municipality hereby agrees to recognize the Union as the exclusive bargaining agent for wages, hours and working conditions for all regular full and part-time professional employees of the Municipality in the following classifications: Public Health Nurse I; Public Health Nurse 1 - Early Start; Public Health Nurse II.

Section 2. Union Dues. Fair Share Fee.

- A. The Municipality, for such employees who are members of the union and present a written deduction authorization, will cause the deduction of union dues bi-weekly, initiation fee(s) and assessments owed by the employee to the Union and remit said amounts bi-weekly to the authorized agent of the Union.
- B. The Union will provide the Municipality with notice, submitted to the Director of Finance, of any fee, assessment or change in periodic dues. Said notice shall be provided not less than two (2) calendar weeks in advance of the intended date of deduction.

- C. The Municipality's remittance will be deemed correct if the Union does not give written notice within two (2) calendar weeks after a remittance is forwarded of its belief, with reasons therefore, that the remittance is incorrect.
- D. The Union agrees to indemnify and hold the Municipality harmless against any and all claims or form of liability arising out of the deduction of fees, assessments and periodic dues. The Union assumes full responsibility for the disposition of deductions so made once they have been forwarded by the Municipality.
- E. All employees in the bargaining unit who are not members in good standing of the Union, shall pay a fair share fee to the Union.

All employees whose classes fall within the bargaining unit and who do not become members in good standing of the Local Union following completion of their first thirty (30) days of permanent employment, shall pay a fair share fee to the Union.

The fair share fee amount shall be certified to the Municipality by the Treasurer of the Local Union.

The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment of the fair share fee to the Union shall be made in the same manner as dues.

- F. The Union will provide written notification of membership changes, both additions and deletions, and will annually forward to the Director of Personnel a roster of City employee members.

Section 3. Attendance of Representatives at Meetings

- A. Members of the Wage Negotiating or Grievance Committees shall be afforded sufficient time off with pay as may be required to attend scheduled meetings with

the Management on all matters concerning wages, hours and working conditions for their respective divisions or departments. It is understood that in emergency or critical work situations, it may be necessary to limit the employee-members from attending such meetings or to reschedule a meeting to a more appropriate time. It shall further be understood that employee pay will continue only when attendance of the member at the meeting coincides with regular work hours of each representative.

Clearance or approval of committee members through division or department supervision for the purpose of attending management-union meetings will be accomplished with proper and sufficient notice to the employee.

- B. Business Agents of the Union shall be permitted on the premises to confer with members during regular working hours with the permission of the Employer, and such permission will not be denied if request is made for visitation at a reasonable time and for a reasonable length of time and such visitations will not cause unreasonable interference or cause delay in operation of the business.

Section 4. Notices Related to Union Activities

Posting space will be provided in appropriate areas of the bargaining unit where notices of interest to union members may be bulletined. Each notice shall be signed by the union official responsible for its posting. Unsigned notices may not be posted.

Section 5. Union Business Leave

The Municipality may, at the written request of the Union, grant a leave of absence, without pay, to an employee who is an elected representative of Local 98 for a period of up to three (3) consecutive years.

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

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

It is understood and mutually agreed that Management will return the employee- Union representative to his/her former class position. Should that position not exist, the employee will be returned to a class position of equal maximum pay which the employee is qualified to perform; as a last resort, the employee may be returned to a class position of lower maximum rate, qualifications permitting.

Employees promoted as a result of a Union Business Leave shall not hold permanent promotional appointment within that higher class, and, upon return of the employee-Union representative from business leave, said promoted bargaining unit member may be demoted or laid off, as may be required to accommodate the leave termination.

An employee who retires under provisions of the Public Employees Retirement System while either on union business leave or who has returned from union business leave within one calendar year of retirement date, shall receive pay for accrued sick leave at his/her rate in effect at the commencement of the union business leave.

Prior to return to active service, the employee-union representative shall provide advance written notice to management of at least fourteen (14) calendar days of his/her intent to return from leave.

Section 6. Service Fee

The Union recognizes that the Municipality, in providing a dues deduction and remittance service, contributes to the security of the Union and provides further by that service a cost effective means of promoting the financial stability of the Local. In recognition of these services, the Union agrees to pay to the Treasurer of the Municipality the sum of Five Dollars (\$5.00) per month as a service fee. Said total service fee to be remitted within the fifteen calendar day period prior to the end of each calendar year.

ARTICLE III.

MANAGEMENT RIGHTS

It is agreed that the administration of the Municipality, the direction of its employees, including the making and enforcing of reasonable rules to assure orderly and efficient operations, the determining of employee competency, the right to hire, to transfer, to promote, to demote, to dismiss, discipline, and to lay off are rights vested exclusively with the management of the Municipality, except as otherwise modified by this Agreement.

It is further agreed that the direction of the work force, the right to plan, direct, and control the operations of the Municipality, the right to introduce new or improved work methods, equipment or facilities, the amount of supervision necessary are rights vested exclusively with management.

The above rights of management are not all-inclusive, but are indicative of the rights which belong to and are inherent to management. Any of the rights, powers, or authority the Municipality had prior to the signing of this Agreement are retained by the Municipality unless modified herein.

ARTICLE IV.

SEPARABILITY

Should any Article or section of this agreement, or any addition thereto, be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any Article or section be restrained by any tribunal, the remainder of this Agreement and addenda shall not be affected thereby. The Parties shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or section held invalid.

In the event that said negotiations result in impasse, the Parties agree to submit that specific item for resolution in accordance with S.E.R.B. impasse resolution procedures.

ARTICLE V.

NON-DISCRIMINATION

Section 1. The Employer and Union agree not to discriminate against any individual with respect to their hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, handicap, or membership or non-membership in the labor organization.

Section 2. References to the masculine gender are intended to be considered to also include the female gender whenever they appear throughout this Agreement.

ARTICLE VI.

NO STRIKE, NO LOCKOUT

The Union agrees that it will not strike and the Municipality agrees that it will not lock out employees during the term of this Agreement.

ARTICLE VII.

EMPLOYEE GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute arising as to interpretation, application or observance of any of the provisions of this Agreement hereto.

Section 2. Grievances not involving discipline to an employee shall be handled as follows:

Step 1. Whenever an employee believes that s/he has a grievance, the employee shall present the matter to his or her immediate supervisor. In such cases, the employee may be accompanied by the Union Steward or the Steward's designated replacement in the event of that Party's absence. If the employee is accompanied by the Steward, the Supervisor may request the attendance of another supervisor at the first step.

The employee must present the grievance within ten (10) work days of its occurrence and the supervisor must respond verbally to this grievance within three (3) working days of its being presented. If mutual agreement is not reached at this level, the grievance may be taken forward to the second step within three (3) working days of the supervisor's verbal response. Either party may request a five (5) day extension of time at this level. Any longer extension of time determined necessary shall be reduced to writing and agreed upon by the other party. Such extension not to exceed thirty (30) days.

Step 2. Should the grievance not be resolved at Step 1, the grievance shall be reduced to writing and submitted to the Department Director. The parties at this step hearing shall be the employee, his/her union representative and appropriate members of supervision.

Management shall provide written response to the grievance within five (5) days of the second step hearing.

If mutual agreement is not reached at this level, the grievance may be taken forward to the third step within five (5) working days of receipt of the City's written response. Either party may ask for a ten (10) day extension of time under this step.

A grievance will be taken to the third step upon written notification of same to the Office of the City Manager.

Step 3. If no agreement is reached in Step 2, a meeting shall be held with the President of the Union, or his appointee and appointed committee and the City Manager or his appointee and appointed committee.

Prior to the third step hearing, the City shall advise the union president of the names of the management representatives to be in attendance at the third step hearing.

The City Manager shall provide, after hearing into the matter, a written response within ten (10) days of the hearing date.

Step 4. A grievance not involving the disciplinary suspension or dismissal of an employee and which is not resolved at Step 3 may be referred for non-binding, third party mediation.

Such request for mediation shall be submitted in writing to the City Manager within five (5) days of receipt of the Step 3 response.

The Hearing Officer at this step shall be on assignment from the Federal Mediation and Conciliation Service, Cincinnati, Ohio office, or from the State Employment Relations Board.

Section 3. Employee appeal from disciplinary suspension or dismissal shall be taken through the following grievance procedure resulting in final and binding arbitration:

Within ten (10) days following issuance by the employee's Department Director of an order of suspension or dismissal, a grievance may be filed by or on behalf of the employee.

The grievance will be filed with the office of the City Manager and processed as follows:

Step 1. Within five (5) days of receipt of the grievance, the parties shall meet in an effort to resolve the grievance. Following hearing of the matter, the City Manager shall submit his written determination within five (5) days of the hearing date. An extension not to exceed five (5) days may be requested by either party.

Step 2. Should the grievance not be resolved at the above step, the union may, within five (5) days of receipt of the City Manager's determination, notify the office of the City Manager of its intent to submit the grievance to binding arbitration.

Step 3. The Parties shall promptly submit a written request to the Federal Mediation and Conciliation Service to obtain the names of seven qualified persons from the local metropolitan area from whom a single Arbitrator will be selected.

The selection of a single arbitrator from the panel received shall be made by an alternating striking method. The striking order of the parties shall be determined by the toss of a coin.

The arbitrator shall expressly confine himself to the precise issue of arbitration or related issues in his judgment.

The arbitrator shall have no authority to determine any other issue not so submitted to him which is not directly essential in reaching a determination.

The arbitrator shall have no power to recommend any right or relief for any period of time preceding the Agreement under which the grievance was filed.

The decision of the arbitrator shall be limited to the following options.

- (1) Sustain the decision of the Appointing authority, as finally implemented.
- (2) Reinstate the suspended or dismissed employee with or without an award of all or part of wages lost due to the disciplinary action.

The award of back wages shall be reduced by the amount of gross wages earned by the employee at other employment during the period of suspension or dismissal.

The decision of the arbitrator shall be final and binding upon the parties and shall be submitted in writing.

The parties agree that a Court Reporter shall prepare an official transcription of the hearing and it shall be reduced to a typewritten copy. Any expenses incurred thereby shall be shared equally by the parties.

Section 4. The following procedure shall apply as to the processing of employee grievances:

- A. Unless otherwise specified, the term "day" or "days" shall mean the business day or days of the employer.
- B. No employee or group of employees may refuse to follow management directions pending the outcome of a grievance. Employees will follow all written and verbal instructions even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not prejudice the employee's right to file a grievance within the time limits specified.
- C. All written grievances and responses shall be dated and signed by the appropriate Union or City representative.
- D. In no event shall an employee leave his or her work for grievance purposes without first notifying and obtaining the approval of his/her immediate supervisor. The supervisor in turn shall make every effort to provide for the relief of the employee, if such is required.
- E. In cases where a grievance is settled in favor of the aggrieved, any monetary adjustment agreed upon will be made no later than the second pay period following the date of settlement. Any physical adjustments will be carried out as expeditiously as possible.
- F. Any grievance not answered by the employer within the above time limits (in the absence of any agreed upon extensions), may be advanced to the next step in the grievance process by the Union. Any grievance not timely appealed to the next step (in the absence of any agreed upon extensions) shall be deemed to be settled on the basis of the employer's last response and permanently withdrawn.

ARTICLE VIII.

HOURS OF WORK, OVERTIME, CALL-IN PAY.

Section 1. Normal basic work week shall be scheduled Monday through Friday each week for all full-time employees and shall consist of 37.5 hours per week and 7.5 hours per day, five consecutive days.

Overtime payments at the rate of time and one-half shall be paid for all work performed by employees covered by this Agreement that is in excess of 7.5 hours any one work day and all work performed in excess of 37.5 hours per week.

Section 2. The above does not constitute any guarantee of any number of hours in a work week.

Section 3. Work performed on Saturday shall be paid at time and one-half rate of the employee's rate as listed in the Classification and Compensation ordinance for that class.

Section 4. Double time the regular hourly rate as found in the Classification and Compensation ordinance shall be paid for hours worked on Sunday.

Section 5. An employee may opt to receive cash payment for overtime or may request reimbursement in the form of an equivalent amount of compensatory leave.

Such request shall be made on a standard Leave Application and Control Report Form for approval.

An employee's request to use accrued compensatory time must be granted within a reasonable period after making the request if the use of the leave time does not disrupt the operations of the work unit.

However, Parties agree that compensatory leave, taken in lieu of cash payment for overtime, shall be taken in not less than one (1) hour increments.

Compensatory time, in exchange for sick leave usage in order to qualify for the attendance incentive award, may be charged against sick leave experience without regard to the above four (4) hour minimum time off limit.

Section 6. Call-In

A minimum of three (3) hours pay will be provided at the appropriate rate for an employee called in to work or prescheduled on his/her off duty times.

The three (3) hour minimum shall not apply in the following instances:

1. Where the extra duty is contiguous to and commences immediately upon conclusion of the regular shift tour.
2. Where the extra duty tour commences two (2) or fewer hours prior to the start of the next scheduled shift.

Section 7. Overtime shall first be offered to the employees who normally perform the job on which the overtime work is being performed. Where more than one employee normally performs the same job duties, it shall be offered by rotation.

Section 8. It is understood due to the nature of the nurse-patient relationship, at times a nurse must continue to work time at the end of their normal daily hours so as to properly administer to the patient at their professional discretion; however, in emergency situations where overtime work is necessary, the employee will contact her/her supervisor in advance to receive approval for the overtime.

Section 9. When requested, employees shall be obligated to perform services beyond their normal work schedule.

Section 10. No Pyramiding

Whenever two or more overtime or premium rates appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or compounding of such rates or premiums and only the higher or highest rate shall apply.

Section 11. Lunch periods may be subject to interruption due to work requirements of the Employee's job. Provided, however, that Employees covered by this Agreement shall receive a one half (1/2) hour unpaid lunch break each work day during which time they shall be completely relieved from duty.

Section 12. In accordance with existing City policy, unit employees will be permitted one (1) fifteen (15) minutes relief break during the first four-hour period and one (1) fifteen (15) minute relief break during the last half of the daily work shift. It shall be the responsibility of the employee to take such breaks as workload allows. It is understood that employees working within a clinic setting may not be able to take such breaks, in which case flexing of breaks may be allowed.

ARTICLE IX.

LEAVES OF ABSENCE

Section 1. Sick Leave

- A. Employees shall earn ten (10) hours of sick leave for each month of active service and may accumulate a maximum of two thousand and forty (2,040) hours.

The usage of accrued sick leave shall reduce the employee's accumulated balance by an amount equal to the actual usage rounded to the nearest quarter hour.

- B. Sick leave may be used in the event of personal illness, pregnancy, contact with contagious disease, or employee injury sufficient to necessitate absence from work.

Sick leave may also be used in the event of an emergency or illness in the employee's family that requires immediate care and attention. In such cases he/she may be eligible for use of up to two (2) work days of sick leave credit annually upon request and approval. Circumstances involving illness or emergency in the employee's family sufficient to qualify for use of sick leave are as follows: birth of a child; injury or illness of spouse, child, or parent involving emergency treatment; surgery on spouse, child or parent; confinement in home or hospital that necessitates the employee's immediate presence to arrange for care of children.

Use of sick leave may be provided for the purpose of employee medical, dental and optical appointments for examinations or treatment that cannot be scheduled during other than normal duty hours.

- C. Employees shall not be penalized for legitimate use of sick leave.

Employees absenting themselves from work under sick leave provisions are responsible for notifying management.

- D. The City will supplement an employee's regular sick leave by providing compensation equal to one-half ($\frac{1}{2}$) his/her regular daily sick leave rate for a number of days corresponding to his/her sick leave accumulation existing at the time a disabling injury or illness caused his or her continued absence from work. Eligibility for extended benefits would be subject to the following provisions.

- (1) The employee must have fully utilized his/her regular sick leave accumulation.
- (2) Sick leave accumulation must equal thirty (30) days at the point when an employee's continued absence began.
- (3) Eligibility for supplemental sick leave must be evidenced by a physician's statement.

(4) Moneys for supplemental sick leave benefits would not be subject to payment at retirement or death of the employee.

(5) In instances of work-related injuries, supplemental sick leave benefits would not be applied when the employee is eligible or is receiving weekly benefits under applicable Workers' Compensation laws.

E. An employee, hired before 1-1-95, who is eligible and retires shall be eligible to receive seventy-five percent (75%) of the value of his/her accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be twelve hundred (1200) hours.

An employee, hired on/after 1-1-95, who is eligible and retires shall be eligible to receive twenty-five percent (25%) of the value of his/her accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be twelve hundred (1200) hours.

F. Employees who die as a result of their employment with the City to the extent that the family is eligible to receive Workers' Compensation, then said family will be eligible to receive full payment of the employee's accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be twelve hundred (1200) hours.

G. In the event of the death of an employee, hired before 1-1-95, covered by this policy for causes not related to the employee's job, a payment in the amount of seventy-five percent (75%) of the value of his/her accumulated sick leave shall be made to the surviving spouse, heir(s) at law, or estate. For purposes of this section, the maximum sick leave accumulation shall be twelve hundred (1200) hours.

In the event of the death of an employee, hired on/after 1-1-95, covered by this policy for causes not related to the employee's job, a payment in the amount of twenty-five percent (25%) of the value of his/her accumulated sick leave shall be

made to the surviving spouse, heir(s) at law, or estate. For purposes of this section, the maximum sick leave accumulation shall be twelve hundred (1200) hours.

- H. A physician's statement is required for absences of three (3) or more work days. Such a certificate on the physician's official stationery will be accepted providing it includes the employee's name, date the disability began, general nature of the disability, the date the employee is able to return to work, and the physician's signature.

Supervision may require a physician's statement from an employee for absences of fewer than three (3) work days based upon the employee's attendance and sick leave usage.

In those instances where an employee will be required to present a physician's statement for fewer than three (3) days' absence, the employee will be so notified of this fact in advance and in writing.

- I. Employees absenting themselves from work under sick leave provisions are responsible for notifying Management at the start of his or her scheduled shift start.
- J. A leave of absence without pay not to exceed one (1) year may be permitted with the approval of management in cases of employee non work-related disability after the complete utilization of accrued paid leave benefits. Such leave requests are to be substantiated by a doctor's statement. Such leaves will not be denied without good and sufficient cause. In such cases, the employer's portion of the monthly premium for medical, surgical and life insurance benefits will be paid by the employer for a six (6) month period from the date of commencement of the unpaid leave. Additionally, leaves for illness in the immediate household which are substantiated by a doctor's statement that the employee's attendance in the household is necessary will be permitted in the same manner; however, in such case the employer's portion of the monthly premium payment for medical, surgical and life insurance benefits will be paid by the employer for a period of two (2) months.

- K. In cases wherein the City questions the need for a medical leave of absence, a physician appointed by the City may examine the employee. In such cases, the Municipality will assume the expense of the examination. Failure to submit to examination directed by the City can result in revocation of leave approval.

Section 2. Funeral Leave

- A. In the event of death in the immediate family, a permanent employee shall qualify for funeral leave with pay for up to three (3) work days for participation in funeral services or arrangements. Funeral leave shall be taken within a seven (7) calendar day period of the date of the funeral.

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

Funeral leave, with pay, is intended to protect the employee against the loss of straight time wages and is only during a period of bereavement and will therefore be provided to accommodate absences occurring only on regularly scheduled work days at the employee's base rate of pay. Funeral leave will not be granted for any period during which the employee is already in a paid or unpaid leave of absence status .

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

Eligibility is further conditioned upon the completion by the employee of a certificate as to the purpose of leave usage. Leave requests meeting the conditions of this section will be approved by the employee's supervisor.

- B. In the event of a death of a relative of an employee in other than the immediate family as defined above, leave time of up to one (1) work day may be taken for funeral purposes.
- C. In the event an employee should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against vacation credit, with the approval of the supervisor, which approval shall not be unreasonably withheld.
- D. Use of funeral leave will not be charged against accumulated sick leave.

Section 3. Holidays

- A. The following holidays shall be observed by the City:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- Martin Luther King
- Employee Birthday (floating)
- Five (5) Floating Holidays

The total holiday leave with pay benefit shall be seventeen (17) work days.

- B. Should an employee be required to work on a fixed calendar date holiday, double time the straight time hourly rate will be paid for all time worked on said holiday.

This shall be in addition to the employee's daily base pay received as holiday pay in lieu of leave for that day.

- C. The employee will be provided a day's pay at his/her rate for full day holidays not worked provided he/she has worked on the last scheduled work day prior to and on his/her next scheduled work day following the holiday.

An employee scheduled to work on a day otherwise observed by him/her as a holiday and who fails to report as scheduled and who further fails to present sufficient reason for the absence shall not be eligible for the holiday pay.

- D. All paid holidays will be guaranteed to the extent that those falling on non-work days will be observed insofar as practicable by observing an appropriate day off. Generally, non-continuous operating personnel will observe Friday as the holiday when the actual day of the holiday falls on Saturday and observe Monday when the actual day of the holiday falls on Sunday. For purposes of premium pay, the official designated day actually observed will be considered the holiday.
- E. For holidays having fixed calendar dates, leave eligibility is conditioned upon the employee being in a pay status on the actual date of the holiday; i.e., Independence Day, Christmas Day.

Employees will be permitted to schedule floating holidays as days of personal leave.

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

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

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

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

- F. An employee on approved sick leave the day prior to or the day following the holiday may receive the appropriate benefits of holiday pay provided such employee produces valid evidence to justify his/her being off.
- G. In the event a fixed date holiday falls while the employee is on approved sick leave, vacation leave, or funeral leave, no charge to accrued sick leave, vacation leave, or funeral leave will be made and the employee will be considered to be on holiday leave that day.
- H. Holiday leave may not be carried forward from one calendar year to the next succeeding.
- I. Requests for floating holiday leave shall normally be provided not later than the end of the work shift on the day preceding the intended date of absence.
- J. Requests for holiday leave shall be made in writing on forms provided for such purposes. Such requests will be reviewed by the appropriate supervisor and approved consistent with work unit scheduling practices, unit work needs and the interests of the employee.
- K. No holiday leave benefits will be paid to an employee whose separation is by action of dismissal or discharge. This section shall prevail over any other holiday benefit provision contained herein relative to payment of holiday leave as it would pertain to dismissal or discharge. This section shall not apply to holiday pay earned as to the Martin Luther King and employee birthday when dismissal occurs subsequent to the third Monday of January (Martin Luther King holiday) or the actual calendar date of the employee's birthday.

Section 4. Vacation Leave

- A. Permanent employees covered by this Agreement shall be eligible for vacation leave with pay in accordance with the following schedule:

<u>Years Continuous Service</u>	<u>Vacation Leave Allowance</u>
Less than one (1) year	None
One (1) year but less than seven (7) years	Ten (10) work days
Seven (7) years but less than sixteen (16) years	Fifteen (15) work days
Sixteen (16) years	Twenty (20) work days
Seventeen (17) years	Twenty-One (21) work days
Eighteen (18) years	Twenty-Two (22) work days
Nineteen (19) years	Twenty-Three (23) work days
Twenty (20) years	Twenty-Four (24) work days
Twenty- One (21) years	Twenty-Five (25) work days
Twenty-Two (22) years	Twenty-Six (26) work days
Twenty-Three (23) years	Twenty-Seven (27) work days
Twenty-Four (24) years	Twenty-Eight (28) work days

Twenty-Five (25) years

Twenty-Nine (29) work days

Twenty-Six (26) years
or more

Thirty (30) work days

- B. For purposes of this provision, it is understood that all periods of employment are to be continuous periods of employment. Service shall be considered as continuous for vacation leave purposes in lay off actions of less than three (3) years provided the employee has not refused recall.

(For further clarification, the current City policy--which should be recognized within the vacation leave provision--treats vacation leave eligibility based upon continuous service from most recent date of hire.)

- C. Vacation leave will be awarded in accordance with City seniority in the event of conflicting interests. Requests received after March 1 will be granted on a first request basis.

Every effort will be made to grant vacation at a time suitable to the employee, but should the number leaving on vacation in any one period act to impair the operation of the City, the City reserves the right to limit the number of employees receiving vacation. Vacation restrictions shall be implemented on the basis of inverse City seniority rights.

- D. Accrued vacation hours not taken by January 1 of each calendar year shall be removed from the employee's credit unless such balance is approved for carryover in writing by the City Manager.

Notice of approval shall be provided the employee within one (1) calendar week of receipt of the request for carryover.

Requests for carryover of accrued vacation leave shall be made in writing through the Director of the Employee's Department to the City Manager who will approve

such carryover in the event either that disability has caused the employee's absence from duty during the previous calendar year of six (6) or more calendar months or that operational necessities during the previous year have prevented the employee's utilization of vacation leave.

- E. Upon separation, an employee shall be entitled to compensation at his base rate of pay for all approved, unused vacation leave accrued to his credit as herein provided. Alternatively, the City shall be entitled to reimbursement from an employee upon his separation for any vacation leave used in excess of that accrued to his credit as herein provided.

An employee shall be entitled to one-twelfth of his annual vacation leave for each calendar month of on-duty service calculated from his preceding anniversary date to date of separation. See Addendum which is incorporated herein by reference. For purposes of this section, an employee is considered to have worked a calendar month upon completing a minimum sixteen calendar days of on-duty employment within such month.

- F. In the event of the death of an employee, the unused vacation leave balance for the year shall be payable to the employee's spouse or estate providing the employee has been actively at work in that year.
- G. In lieu of disciplinary suspension, an employee may opt to forfeit a number of vacation leave days equal to the imposed suspension.

Such forfeiture shall constitute and be a waiver of the employee grievance right, as provided at Article VII, Section 3.

Section 5. Leaves of absence not to exceed thirty (30) days will be granted for the purpose of job-related training or education. Such leaves will be granted with pay provided such training or education is approved by the Municipality.

- A. Requests for attendance at job-related training programs and seminars shall require the approval of the appropriate department head; such approval shall be consistent with work schedule demands, available resources and department needs as well as availability of the training courses and facilities. Courses approved for continuing education requirements may be eligible for reimbursement. Reimbursement for such courses requires the advance approval of the appropriate department head and such approval is at the sole discretion of the department head.
- B. The Municipality shall give priority to courses or programs necessary to promote departmental operations or for the maintenance of required professional licensure or certification; such programs may include both City sponsored in-service or other programs not sponsored by the Municipality.
- C. Programs or courses requiring employee attendance during normal work hours shall not cause the loss of regular wages and wage compensation shall continue only during the normal work hours of the employee.
- D. Employee requests for training will be reviewed for approval action by the appropriate department head and subject further to final approval by the City Manager.

Management will advise the employee of the reason for disallowance of the training request.

- E. All requests shall be made in writing.
- F. The parties recognize that it may be necessary that employees be directed to attend training programs to promote or maintain operational needs or requirements. Time spent traveling to training sites outside the City of Hamilton immediately prior to or immediately following a training program required by the City shall be considered work time.

- G. City shall pay the training fee and travel and lodging costs in accordance with Administrative Directive 203, as may be amended from time to time.

Section 6. Injury Leave With Pay

- A. An employee who suffers an on-the-job injury from original and an identifiable incident that occurred in the course of the performance of his or her official duties within the scope of his or her employment with the Employer, and who is off work due to said injury for a continuous period of at least fifteen (15) calendar days, will be compensated at his or her regular rate of pay at the time of the injury in lieu of the employee's income from disability benefits from Workers' Compensation or any other state source, for a period of time not to exceed ninety (90) calendar days from the date of injury. After the employee has been off work for a period of fifteen (15) continuous days, the employee shall receive his or her regular pay retroactive to the eleventh (11th) workday of the period of continuous absence. Ten (10) workdays of this period shall be charged against the employee's sick leave balance, and the remaining workdays for which injury leave is due shall be re-credited to the employee's sick leave account. The employer shall have subrogation rights with regard to any amount paid in injury leave where the employee injury is the result of the actions of a third party. The injured employee shall assist the City in asserting such subrogation rights against the third party.
- B. In order to receive Injury Leave, the employee shall submit a properly signed statement from his/her physician which states: diagnosis, date of treatment(s), causal nature of the condition, nature of disability and prognosis with expected date of return. Periodic statements at intervals of not more than six (6) weeks shall be provided during the course of disability.
- C. The employer shall have the right to withhold any leave payment until it has received proof of all items listed above regarding injury leave. Falsification of any information with respect to any paid leave, including injury leave, shall be grounds for disciplinary action up to and including discharge.

- D. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the employer, from time to time, to submit to a medical examination by a physician selected by the employer for the purpose of determining any questions regarding eligibility for and the duration of injury leave.
- E. Notwithstanding any other provisions of this Agreement, an employee on injury leave or who is eligible for benefits under Worker's Compensation who is unable to perform his/her regularly assigned duties may, at the discretion of the employer, be assigned other duties in lieu of injury leave compensation, provided such work is available and the employer's physician releases the employee to return to work under such conditions.
- F. If still unable to return to work, following any use of ILWP, the employee shall then fully utilize any Sick Leave in the employee's balance. He/she shall then use other accrued time (such as vacation, holiday, etc.) prior to requesting an Unpaid Leave of Absence for Medical Reasons.
- G. No ILWP shall be payable for any absence when the initial medical treatment was not sought within 7 days of injury. Each and every use of ILWP shall require the 'waiting period' specified in paragraph A and no payment whatsoever may be made for any date more than 90 calendar days of original injury.
- H. The City will continue its portion of any premium payments on medical, surgical and life insurance benefits during any period of paid leave(s). The City will pay its portion of premiums for hospitalization, surgical, major medical and life insurance for a period not to exceed six (6) months beyond the employee's accumulated leave time.
- I. Seniority shall continue to accrue during any period of approved leave. However, timing of merit step adjustments or of probationary periods shall not continue during any period when the employee is off for more than 30 consecutive days.

- J. An employee on ILWP will be eligible for routine negotiated wage increases which otherwise are effective while the employee is on ILWP.

Section 7.

- A. Absence from duty without approval or failure to report if leave has expired may be cause for suspension or dismissal should the reasons and circumstances so warrant.
- B. All leave requests must conform to reasonable controlling regulations established by the Employer.
- C. Should a paid leave exceed the accrual amount owing to the employee, the excess moneys paid by the Employer shall be subject to recovery.
- D. No paid leave will be authorized or permitted where an accrued leave balance does not exist.

ARTICLE X. INSURANCE BENEFITS

Section 1. Medical/Surgical/Dental/Prescription

- A. The City shall provide to eligible bargaining unit employees a network plan of medical/hospital/surgical protection as determined by the Joint Health/Benefits subcommittee. It will continue to be packaged with a vision plan and dental coverage unless the subcommittee makes adjustments. A list of the current benefit structure is attached hereto as Addendum #3. This benefit structure is subject to change in accordance with the decisions of the Joint Health/Benefits subcommittee. The City and the employees shall share in the overall monthly premium costs of the insurance plan in the following manner: for plan year 2011 and beyond, the City shall contribute 85% of the total premium cost and the employees shall contribute 15% of the total premium cost through payroll deduction. Provided, not less than

60 nor more than 90 days prior to January 1, 2013, the employer may, by written notice served upon the other party, reopen the labor agreement for the purpose of renegotiating the provisions of this Article only for the remainder of this agreement.

- B. The Municipality will pay its portion of any premiums for hospitalization, surgical, major medical and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.
- C. Eligibility for medical/surgical benefit protection shall commence with the billing date of the month next following that in which the employee completes his/her first thirty (30) days of appointment.
- D. In those instances in which the City employs both spouses of the family unit, the City will make available only one (1) family plan of coverage and that plan shall be applied to the spouse whose birthday occurs the earlier in the calendar year.

This provision is intended only to preclude or eliminate duplication of plan coverage applicable to the same family unit. Family plan enrollment and coverage will be limited to but one of the two employee-spouses.

- E. The Union agrees to participate in a Joint Insurance Committee which will include representatives from all City unions and from non-union employees. That committee will study, and recommend, cost saving methods for administering benefits.

The Union shall select its representation on the Committee, and agrees to adhere to any recommendations made by the Committee. It is specifically agreed that said committee shall have authority to alter any benefit language within the collective bargaining agreement.

Section 2. Group Life Insurance

- A. The City will arrange for a policy of group life insurance for full-time permanent employees who have completed six (6) months' service with the City.

The amount of life insurance coverage shall be an amount equal to one times the employee's annual wage or salary as provided in the Classification and Compensation Plan, but rounded to the next lower \$1,000 increment.

If the employee's annual wage or salary increases, the amount of his insurance coverage shall be redetermined in accordance with Section A on an annual basis.

- B. A double indemnity provision for accidental death and an accidental dismemberment benefit will be provided.
- C. The Municipality shall pay the total cost of the first ten thousand dollars' (\$10,000) coverage. The employee will contribute by payroll deduction a maximum of fifteen cents (\$0.15) per thousand per month for optional coverage in excess of \$10,000.

Should an employee not elect life insurance coverage on the basis of one times earnings, the City will provide a maximum of ten thousand dollars' (\$10,000) coverage to include accidental death and dismemberment coverage.

- D. Regular, full-time employees who retire on or after March 1, 1977 will be provided with a maximum of four thousand dollars (\$4,000) as a death benefit. The cost of said benefit shall be paid in full by the Municipality.

Section 3. Workers' Compensation

- A. Employees of the bargaining unit shall be eligible for Workers' Compensation benefit coverage in accordance with applicable State law, subject to the provisions of Article IX, Section 6. Any employee receiving or attempting to receive Worker's Compensation benefits while on Sick Leave or Injury Leave With Pay is subject to discipline up to and including termination.

Section 4. Unemployment Compensation

- A. Employees of the bargaining unit shall be eligible for Unemployment Compensation in accordance with applicable State law.

ARTICLE XI.

ATTENDANCE INCENTIVE

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

Annual attendance awards shall be paid based upon the following schedule:

Perfect attendance December 1 to May 31	4 hours comp time
Perfect attendance June 1 to November 30	4 hours comp time

Employees absent from work due to vacation, holiday, funeral leave, non-pay leave status such as military leave, attendance at seminars, training functions, or other duty-related absences from the normal work schedule shall not be considered as absent from work for purposes of this benefit.

The period for measuring such attendance record shall commence on the first day of December each year and conclude 30 November of the next succeeding year.

The provisions of this benefit program will not affect existing policies relative to sick leave accruals or usage.

No attendance incentive will be paid to any employee whose separation is by action of dismissal or discharge.

ARTICLE XII.

LONGEVITY PROGRAM

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

<u>Years of Continuous Service</u>	<u>Longevity Pay</u>
4 years through 8 years	\$375.00
9 years through 14 years	\$400.00
15 years through 19 years	\$450.00
20 years through 24 years	\$500.00
25 years and over	\$550.00

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

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

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

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

Section 5. No longevity benefit will be paid to any employee whose separation is by action of dismissal or discharge.

ARTICLE XIII.

UNIFORM ALLOWANCE

- A. The annual uniform allowance shall be five hundred dollars (\$500). Said allowance to be expended toward the purchase of required articles of uniform apparel and approved uniform accessory items.

Said allowance to be expended only for purposes provided for within this section.

- B. Upon conclusion of the first twelve (12) months of active service, the uniform allowance shall be prorated on a one-twelfth (1/12) basis for each month of active service for the balance of the second calendar year of employment. Thereafter, the annual uniform allowance, as provided herein above, shall apply.
- C. An employee who resigns, retires, dies or is dismissed while in the service of the employer or is on an unpaid leave of absence for a period of three (3) or more months in a calendar year shall be eligible for a prorated allowance on the basis of one-twelfth (1/12) for each month of active service during the calendar year in which separation or leave occurs.
- D. Charges for commercial alteration of uniform skirts, dresses, slacks, blouses and jackets may be made against the annual uniform allowance when such modifications are necessary for proper fit and sizing.
- E. The use of clothing allowance funds for the purchase of accessory items shall be subject to the following provisions:

- (1) Priority shall be given to the purchase of basic uniform items to mean:
For Public Health Nurse I's: Uniform pants, skirts, dresses, jackets (any shade of blue or navy blue), shoes reasonable style and heel height – subject to the approval of the Nursing Administrator, and identification pin.
- (2) The following items shall be considered as accessory to the basic uniform:
all purpose coat, sweater, raincoat snow boots, umbrella, gloves, purse and hat.
- (3) The following standards shall apply as to accessory items:
 - (a) Shirts/Sweaters: White, cream, any shade of blue or navy blue, undecorated style, with sleeves and conservative cut. Sleeveless shirts and sweaters will be prohibited. Help Me Grow Personnel may also wear shirts bearing the Help Me Grow logo.
 - (b) Shoes: Style appropriate for uniform. Examples of styles prohibited shall include: open-toe styles, sandals, high heels. Plain, unadorned athletic shoes are permissible.
 - (c) Pants: Any shade of blue or navy. (Jeans and sweat pants are prohibited.)
 - (d) Skirts and dresses: Should be of appropriate safe length. No short skirts or dresses are to be worn when on duty.

F. Uniform allowance moneys shall be paid to unit members on the payroll date most nearly approximating March 1 of each calendar year.

G. Uniform allowance money may be expended only for the purpose of purchase of items described hereinabove.

ARTICLE XIV.

PROFESSIONAL LIABILITY INSURANCE

The Municipality agrees to provide an annual allowance in the amount of one hundred fifty dollars (\$150.00) to unit members of the Public Health Nurse I and Public Health Nurse II classifications for the purpose of purchasing a medical professional liability policy.

Allowance money shall be paid to unit members as soon as practicable following submission of purchase receipts for said policy.

ARTICLE XV.

RETIREMENT CONTRIBUTION PICK-UP,
SALARY REDUCTION METHOD

The Municipality agrees to a program whereby it will "pick-up" the employee share of the pension contribution by means of the salary reduction method.

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

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

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

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

ARTICLE XVI.

PERSONNEL ACTIONS

Section 1. Probation

- A. All newly hired employees shall be on probationary status for the first ninety (90) calendar days.
- B. All employees promoted or transferred, shall be on probationary status for the first ninety (90) calendar days in the new classification.
- C. All newly employed or re-employed personnel shall be eligible for membership in the Union upon completion of thirty (30) calendar days employment or re-employment. Such employees shall be entitled to the benefits stipulated within this Agreement and for recourse through the grievance procedure in all matters except discipline, termination and layoff until completion of the probationary period.
- D. An employee who is unsuccessful in his/her promotional probationary period for reasons of incompetence in the new assignment will be restored to his/her previous classification and s/he will receive the rate of pay s/he would have received had s/he remained in that classification.

Section 2. Reinstatement

An employee who has resigned in good standing may be considered for reinstatement if a vacancy exists in the same or similar classification within one (1) year of the date of his/her resignation. Reinstatements are the prerogative of the Municipality. Reinstatements will not be approved if a permanent layoff list exists in the classification or department.

Section 3. Merit Increases

- A. Employees shall be eligible for the first merit increase upon the successful conclusion of their probationary period following an original appointment. Eligibility for subsequent merit adjustments shall be at annual periods thereafter. (Should an

employee be permanently promoted to a classification with a higher maximum rate of pay, he shall be eligible for merit consideration following six (6) months service in the promoted class. Subsequent merit considerations will be given annually thereafter until the maximum step-rate in the range is reached.)

- B. It is understood that satisfactory performance of class duties is a determining factor of merit. Consideration for merit adjustment may be delayed in those instances in which work time has been lost as a result of leave of absence exclusive of military, or an approved leave of absence due to disability caused by or arising out of employment.

- C. With the exception of the final step within a pay grade, employees who merit a step increase and who do not receive the increase in the first pay after the appropriate anniversary date shall be entitled to retroactive pay provided the matter is brought to the Municipality's attention within sixty (60) days of the appropriate date for the merit increase. The amount of pay shall be equal to the difference between the appropriate old rate and appropriate new rate multiplied by the hours worked in the period following the anniversary date. Retroactive pay for that period shall be computed to include overtime work.

Section 4. Disciplinary Actions

- A. An employee may be disciplined for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination and discourteous treatment of the public, for absence from duty without leave for any time or failure to report if leave has expired or been revoked, or for any other just and reasonable cause, or he may be dismissed in consequence of any accumulation of considerations or acts of lesser consequences pointing to the desirability of his or her removal.

- B. No employee shall be reduced in pay, demoted, suspended, or dismissed without hearing before his/her department head and appointing authority, unless the employee specifically waives the right of hearing in writing. At the departmental hearing the employee shall have the right to be represented by the Union President

or Business Agent and shall be notified of this right by the person in charge of the hearing. Written departmental or divisional reprimand may be issued without the necessity of a hearing as stated above. However, a copy of such reprimand shall be sent to the union and the employee may have recourse to the grievance procedure.

- C. In cases of dismissal, the employee is entitled to immediate payment of all wages, and employees dismissed from the Service will be eligible for earned vacation pay which will be prorated from his/her anniversary date.
- D. Prior to a hearing conducted under provisions of Section B above, the employee shall be provided with written advance notice of the charge(s) and specification(s).
- E. Possible disciplinary actions resulting from a hearing are as follows: Oral reprimand; official (written) reprimand; suspension of up to thirty (30) working days; dismissal.

ARTICLE XVII.

PROMOTIONS: BARGAINING UNIT POSITIONS

Section 1. Promotional Examinations

When a vacancy occurs and an open examination is not conducted, employees of the bargaining unit within the department where such vacancy exists shall be eligible to compete in a promotional examination to fill such vacancy. Said examination to be conducted in accordance with Rules and Regulations of the Civil Service Commission.

Employees certified for promotional appointment will be given equal consideration.

Section 2. Temporary Promotions

When a vacancy of three or more days exists in a higher rated class and a temporary appointment is made by the appointing authority to that vacancy of a lower rated employee, that employee shall be paid the minimum of one (1) step higher or the first step

rate of the higher rated range of the class in which the vacancy exists. In the case of such appointments, the employee advanced shall receive the additional pay effective with the first day of such appointment.

Section 3. Examination Notices

Examination notices regarding openings in classes falling within the scope of the bargaining unit shall be posted on a bulletin board located within the Nursing Division of the Public Health Department.

Section 4. Classifications

During the term of this agreement, the Employer agrees that it will not combine classifications now existing in the bargaining unit. This shall include Public Health Nurse 1-Early Start nurses whose basic duties are counseling and support for first time mothers. While they are RN's, their only duties are Early Start duties and they do not have any other duties assigned to them that are performed by the nurses who are classed as Public Health Nurse I.

Section 5. Part-time/Job Share

If it is determined by each individual party to this agreement to be of mutual benefit to both employee and the City, the parties agree that they will meet to discuss the possibility of allowing for part-time or job-share arrangements in lieu of an employee voluntarily separating. Nothing in this section shall be read to require the City to establish such status for bargaining unit employees.

ARTICLE XVIII.

GENERAL PROVISIONS

Section 1. Employee Records

- A. Employee records are property of the Municipality and subject to both privacy act and public document provisions. Entries into said records, except as otherwise

noted below, are made at the sole discretion of the Employer, in accordance with law.

It is understood that the Department of Civil Service is the official depository of each employee's official employment record.

- B. Records of verbal and/or written warnings given to any employee shall be purged from his/her personnel file on (1) year after the date said warning or warnings were received by the employee provided said employee incurs no additional discipline of the same nature during the one (1) year period.

Section 2. Voting

It is understood that employees should exercise their right and privilege to vote. Voting during general elections should be accomplished prior to or after the employee's regular work schedule. However, should there be extenuating circumstances because of extended work schedules, employees will be given sufficient time off to cast their vote. The allowance shall be no more than two (2) hours' time off and may be taken with the permission of the employee's supervisor.

Section 3. Pay Steps

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

Section 4. Performance Evaluations

Performance Evaluation forms, when completed, will be discussed with the employee and he/she is required to sign it as evidence of the fact that he/she has seen it. The signature does not necessarily mean that the employee is satisfied with the rating.

Section 5. Commission Meeting Notices

- A. Upon request, the Director of Civil Service and Personnel shall forward notice of meetings of the Hamilton Civil Service Commission and a copy of the approved minutes of Commission meetings, to exclude appeal hearings, unless otherwise specifically requested.
- B. Said notices shall be forwarded to the President of OPEIU Local 98, who shall provide timely notification of any change in mailing address to which meeting notices are to be sent.
- C. OPEIU Local 98 shall advise the Director of Civil Service and Personnel as to any change in the Union Officer or official designated to receive said notices and approved minutes.

Section 6. Unit Work Assignments

- A. It is understood that it is necessary for professional supervisory personnel to work with unit employees on certain project activities and that such necessary work performed by supervisors shall not be considered in violation of this agreement.
- B. All overtime work shall be offered first to all unit employees in accordance with applicable overtime selection procedures.

It is further understood that when overtime work has been offered to qualified unit employees and they decline, supervisory personnel may perform the work if such is deemed necessary.

Section 7. Physical Fitness Award

An award of one hundred dollars (\$100.00) shall be granted annually to an employee who can run one and one-half miles in 15:31 minutes or less, and an award of one hundred

twenty-five dollars (\$125.00) shall be granted annually to an employee who can run one and one-half miles in less than 14:05 minutes.

Provided, if the City of Hamilton establishes a Wellness Program during the term of this agreement, the parties will meet to discuss instituting a Wellness Program participation incentive in lieu of the above physical fitness award. Such incentive shall not be more than \$125.00 per individual per year.

Section 8. Educational Award

An award of one hundred dollars (\$100.00) shall be granted annually to an employee who possesses an Associate's Degree, and an award of one hundred twenty-five dollars (\$125.00) shall be granted annually to an employee who possesses a Bachelor's Degree. Both degrees must be earned from an institutionally accredited college or university.

Section 9. Licensing Fees

The City will reimburse employees an amount not to exceed \$45.00 per year for licensing fees required by the State of Ohio Board of Nursing upon presentation of proper receipt.

ARTICLE XIX.

LAY OFF/RECALL PROCEDURES

Section 1. Lay Off

Whenever it becomes necessary in any department, except the Police and Fire Divisions, to reduce the number of employees within a given class due to lack of work or lack of funds or for other causes, the Appointing Authority of the department so affected will determine the division or areas or program and job classification(s) to be reduced and the following shall apply:

- A. If a permanent employee is to be demoted or laid off, he may request transfer to an existing vacancy in the same or a similar rated class. Such requests will be considered prior to demotion or lay off action.

Requests for transfers to vacancies within the employee's division or department or assignment will be considered by the Appointing Authority on the basis of the length of the employee's service in the class from which transfer is requested.

Transfer to the same or similar class vacancies in other departments will be by certification as in the case of original appointments. The order of certification will be based upon the length of the employee's service in the class from which transfer is requested. Employees so certified will be subject to the period of probation in effect for that class.

Employees transferred to other positions or classes must be physically capable of performing the duties of that class.

Requests for transfer are subject to the approval of the Appointing Authority and the Civil Service Commission.

- B. If a layoff is to be effected, provisional and emergency appointees shall be laid off first in order as determined by the needs of the department and the Appointing Authority.
- C. Temporary and seasonal appointees shall be laid off next with the employees having the lowest performance rating being laid off first. If two or more employees have the same performance rating, the individual with the least cumulative service time with the City, as measured in days of paid employment, shall be laid off first.
- D. Permanent appointees who are in an affected class and are still on probation shall be laid off next in inverse order of their seniority. The procedure for layoff of permanent appointees shall apply in such instances.

E. Permanent employees shall be laid off next in inverse order of seniority as measured in days of paid employment. No credit for seniority will be given for a resignation that was not followed by reinstatement within one year.

- (1) If a layoff occurs in a classification normally filled by an open-competitive examination, the employee with the least City seniority shall be laid off first.
- (2) If a layoff occurs in a classification normally filled under the promotional examination provisions of this Commission, consideration will first be given for demotion of the employee, first within his division and then department to the next lower class previously held by permanent appointment or temporary appointment of at least sixty (60) consecutive work days. The employee with the least class seniority in the classification affected will be demoted first in lieu of layoff and the employee having the least seniority in that classification will be demoted or laid off, whichever is appropriate.

In the event two or more employees holding different classes are to be laid off and both have appointive service in the same lower rated class, the employee with the greater City service shall be given priority for demotion to that class.

An employee to be laid off who has not held prior appointive service in a lower rated promoted class may displace an employee in his department holding an unskilled class such as Refuse Collector or Laborer; or in the case of clerical, technical or sub-professional occupations where the class is one of a series that the employee is qualified to perform. Such displacement will be on the basis of accumulative City Service.

Employees demoted to lower rate classes must be physically capable of performing the duties of that class.

- (3) When an employee has promoted himself by open examinations, he shall first have the option of being demoted to his former class and then layoff seniority would apply in that classification.

Section 2. Recall

- A. Employees holding permanent appointments who have been demoted or laid off shall have their names placed on a layoff list for the class from which they were demoted or laid off.

Standing on the list shall be in inverse order of demotion or layoff and, according to such standing, the employee for a period of time not to exceed one year shall have the prior right to be reinstated to his or her original class as an appropriate class vacancy occurs.

- B. Employees holding permanent appointments who have been demoted or laid off may request reinstatement to similarly rated class vacancies within either their own division or department or another department.

(1) Requests for reinstatement to similar vacancies within the employee's division or department will be considered by the Appointing authority on the basis of the length of the employee's service in the class from which he was demoted or laid off.

(2) Reinstatements to similar class vacancies in another department will be by certification as in the case of original appointments. The order of certification will be based upon the length of the employee's service in the class from which he was demoted or laid off. Employees so certified will be subject to the period of probation in effect for that class.

- C. Employees holding permanent appointments may request reinstatement to vacancies either in their own division or department or another department to a vacancy in a class lower rated than that from which they were demoted or laid off. The employee shall have held appointive service in such class either on a permanent basis or by temporary appointment of at least sixty (60) consecutive days.

The order of consideration of such reinstatements will be based upon length of City service as measured in days of paid employment.

Reinstatements to lower rated vacancies in another department will be by certification as in the case of original appointments. Employees so certified will be subject to the period of probation in effect for that class.

- D. Seasonal or temporary labor classed vacancies may be filled by employees on layoff status by virtue of length of City service as measured in days of paid employment.
- E. Following the names of permanent employees on a layoff list shall be the names of seasonal and temporary employees.

Section 3.

Any permanent employee who has resigned in good standing or laid off may, within one (1) year and with the approval of the Commission and the Appointing Authority, be reinstated. A request to this effect shall be made in writing by the former employee involved.

Section 4.

Seniority acquired by an employee placed on layoff through lack of work or lack of funds shall remain to his credit until such time as the employee either:

- A. Retires
- B. Resigns
- C. Is discharged for cause
- D. Is not recalled to active permanent employment within 365 calendar days from the effective date of layoff.

Seniority shall not accrue while an employee is on layoff status.

Section 5.

For the purpose of determining seniority as applied to Civil Service promotional examinations, any employee of the City of Hamilton who has been separated from his employment due to lack of funds with which to pay such employee, or separated through no fault of his own, shall be considered to remain an employee of the City of Hamilton, provided such unemployment shall continue for a period of not more than 365 consecutive calendar days following such separation. All seniority acquired by such employee prior to his separation shall remain to the credit of such employee.

ARTICLE XX.

GENERAL WAGE ADJUSTMENT

Section 1. Effective for the term of this agreement, wages for all bargaining unit employees shall be frozen at the rates in effect upon execution of the agreement.

Section 2. If after the execution of this agreement, any other bargaining unit consisting of employees that are paid 100% from the City of Hamilton General Fund (i.e., FOP Lodge 38, IAFF, FOP/OLC, or AFSCME 3785) negotiates a new across-the-board general, cost of living or percentage-based wage increase of greater than 0% that takes effect on or after July 1, 2012, and prior to June 30, 2013, that same percentage wage increase will be applied to the members of this bargaining unit, effective upon the beginning of the pay period that includes the effective date of the negotiated wage increase (but in no case prior to July 1, 2012). This provision does not apply to any wage increase that is solely the effect of establishing or maintaining a rank differential in a public safety division. Further, this provision only applies to negotiated wage increases, and does not apply to wage increases imposed through final, binding conciliation.

Section 3. It is agreed that all employees covered by this Agreement shall be required to enroll for direct deposit of paychecks.

ARTICLE XXI.

AGREEMENT TERMS ALL INCLUSIVE

The Parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right are set forth in this Agreement.

ARTICLE XXII.

DURATION OF AGREEMENT

All provisions of this Agreement shall become effective as of July 1, 2010, and remain in full force and effect until and including June 30, 2013, and for each twelve (12) month period thereafter unless not less than sixty (60) days nor more than ninety (90) days prior to the end of the original term or any annual period thereafter either party shall serve upon the other written notice of its interest to alter, modify or terminate the provisions of this Agreement. In the event of such notification, the Parties shall commence negotiations by exchange of proposals in accordance with law.

The provisions of this Agreement shall continue in effect during the negotiation of any new agreement and until a new agreement is entered into or until such negotiations are broken off by either party by way of written notification.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on this 8th day of May, 2011 by their duly authorized officers.

FOR:

LOCAL UNION 98, OFFICE &
PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO



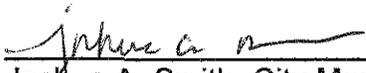
Ron King, OPEIU Local 98



Amy Ellis, Employee Representative

FOR:

CITY OF HAMILTON, OHIO



Joshua A. Smith, City Manager 5/8/11



Timothy Werdmann, Assistant Law
Director

CLASS CODE	CLASSIFICATION TITLE	RANGE NO.
7013	Public Health Nurse I	29
7014	Public Health Nurse I - Early Start	29
511	Public Health Nurse II	30

Effective June 20, 2009

RANGE	1	2	3	4	5	6	7	8	9	10	11
26											
Hour	16.62	17.49	18.42	19.28	20.20	21.23	22.09	22.96	23.89	24.80	
Bi-Wk	1246.50	1311.75	1381.50	1446.00	1515.00	1592.25	1656.75	1722.00	1791.75	1860.00	
Annual	32,409	34,106	35,919	37,596	39,390	41,399	43,076	44,772	46,586	48,360	
27											
Hour	17.35	18.26	19.20	20.14	21.10	22.09	22.96	23.89	24.80	25.76	
Bi-Wk	1301.25	1369.50	1440.00	1510.50	1582.50	1656.75	1722.00	1791.75	1860.00	1932.00	
Annual	33,833	35,607	37,440	39,273	41,145	43,076	44,772	46,586	48,360	50,232	
28											
Hour	18.07	19.01	20.01	20.98	22.00	22.96	23.89	24.80	25.76		26.67
Bi-Wk	1355.25	1425.75	1500.75	1573.50	1650.00	1722.00	1791.75	1860.00	1932.00		2000.51
Annual	35,237	37,070	39,020	40,911	42,900	44,772	46,586	48,360	50,232		52,014
29											
Hour	18.82	19.81	20.85	21.86	22.93	23.89	24.80	25.76	26.67	27.21	27.74
Bi-Wk	1411.50	1485.75	1563.75	1639.50	1719.75	1791.75	1860.00	1932.00	2000.25	2040.52	2080.83
Annual	36,699	38,630	40,658	42,627	44,714	46,586	48,360	50,232	52,007	53,054	54,102
30											
Hour	19.76	20.79	21.89	22.95	24.06	25.30	26.04	27.02	28.01	28.57	29.11
Bi-Wk	1482.00	1559.25	1641.75	1721.25	1804.50	1897.50	1953.00	2026.50	2100.75	2142.50	2183.27
Annual	38,532	40,541	42,686	44,753	46,917	49,335	50,778	52,689	54,620	55,705	56,765

ADDENDUM #2

MONTH OF SEPARATION

		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
MONTH OF HIRE	JAN	1	13/12	14/12	15/12	16/12	17/12	18/12	19/12	20/12	21/12	22/12	23/12
	FEB	11/12	1	13/12	14/12	15/12	16/12	17/12	18/12	19/12	20/12	21/12	22/12
	MAR	10/12	11/12	1	13/12	14/12	15/12	16/12	17/12	18/12	19/12	20/12	21/12
	APR	9/12	10/12	11/12	1	13/12	14/12	15/12	16/12	17/12	18/12	19/12	20/12
	MAY	8/12	9/12	10/12	11/12	1	13/12	14/12	15/12	16/12	17/12	18/12	19/12
	JUNE	7/12	8/12	9/12	10/12	11/12	1	13/12	14/12	15/12	16/12	17/12	18/12
	JULY	6/12	7/12	8/12	9/12	10/12	11/12	1	13/12	14/12	15/12	16/12	17/12
	AUG	5/12	6/12	7/12	8/12	9/12	10/12	11/12	1	13/12	14/12	15/12	16/12
	SEPT	4/12	5/12	6/12	7/12	8/12	9/12	10/12	11/12	1	13/12	14/12	15/12
	OCT	3/12	4/12	5/12	6/12	7/12	8/12	9/12	10/12	11/12	1	13/12	14/12
	NOV	2/12	3/12	4/12	5/12	6/12	7/12	8/12	9/12	10/12	11/12	1	13/12
	DEC	1/12	2/12	3/12	4/12	5/12	6/12	7/12	8/12	9/12	10/12	11/12	1
DEC	1/12	2/12	3/12	4/12	5/12	6/12	7/12	8/12	9/12	10/12	11/12	1	

ADDENDUM #3

A. Effective January 1, 2011, the Health Care Plan recommended by the Joint Subcommittee is summarized below:

Plan design:

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

B. A Dental Plan that incorporates a Passive PPO as well as an indemnity plan. Use of in-network providers means that balance-billing is not permitted and that other enhancements may be available. The plan covers the following:

Class I (preventive)	100%
Class II (Minor restorative)	80%
Class III (major restorative)	80%
Class IV (Orthodontia)	60% (children to age 19)

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

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

C. A managed care, point of service, network vision plan that provides:

	NETWORK	NON-NETWORK Reimbursement
Exams: (1 per 12 mo)	\$10 co-pay	Up to \$35 reimbursement
Lenses: (1 pr per 24 mo)	\$25 co-pay	Range: Single vision up to \$25 Bifocal up to \$40 Trifocal (pr) up to \$55
Frames: (1 pr per 24 mo)	\$100 allowance; 80% of balance over \$100	Up to \$50 reimbursement
Contacts Medically necessary Elective (1 pr per 24 mo)	\$0 co-pay, paid in full \$115 allowance	Up to \$200 Up to \$92