

**NEGOTIATED AGREEMENT**

**BY AND BETWEEN**



**THE CITY OF HAMILTON, OHIO**

**AND**



**OHIO COUNCIL 8  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,  
LOCAL 475  
(AFL-CIO)**

**Effective  
Through January 14, 2022**

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This Agreement dated this day of \_\_\_\_ June 2019, 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 the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO, Local 475, hereinafter referred to as the “Union.”

## **ARTICLE 1            RECOGNITION**

The City of Hamilton hereby agrees to recognize A.F.S.C.M.E., Ohio Council 8, Local 475, AFL-CIO as the exclusive collective bargaining agent for wages, hours and working conditions for employees of the Municipality working in the Departments of Public Works and Underground Utilities and assigned to classifications as listed in the Schedule of Bargaining Unit Classes and Rates, attached hereto as Addendum #-1.

During the negotiations of 1994, the parties reached agreement to delete certain unnecessary references to Refuse Collection work and positions; during the negotiations of 2015, the parties reached agreement to delete some unnecessary references to the Division of Parks and Recreation. The parties agree that in the event that the City re-enters the business of collecting refuse or the work previously performed by the Division of Parks and Recreation then the positions involved in that work which was formerly assigned to classifications in the bargaining unit shall be included in this unit without requirement of an election and without change in the unit’s deemed certified status.

## **ARTICLE 2            RIGHTS AND LIMITATIONS**

It is agreed that the administration of the Municipality, the direction of its employees, including the making and enforcing of rules to assure orderly and efficient operations, the determination of employee competence, the right to hire, to transfer, to promote, to demote, to dismiss or discipline in accordance with Civil Service Rules and Regulations, to lay off for lack of work or funds, are rights vested exclusively with the Management of the City except as otherwise modified by this Agreement. Those rights are inclusive of the right:

1. to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, and utilization of technology;
2. to direct, supervise, schedule, evaluate, hire, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees except as modified by this contract;
3. to maintain and improve the efficiency and effectiveness of the City’s operations;

4. to determine the overall methods, process, means, or personnel, internal and external, by which the City's operations are to be conducted.
5. to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;
6. to determine the overall mission of the City as a unit of government including the individuals served by the City and the services provided;
7. to effectively manage the work force;
8. to take actions to carry out the mission of the City as a governmental unit.

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

The above rights are not all inclusive, but are indicative of the prerogatives which belong to and are inherent with Management. Any of the rights, powers, or authority the Municipality had prior to the signing of this Agreement are retained by the Municipality except those specifically abridged or modified within this Agreement.

Management and the Union recognize the responsibilities incumbent on them and the trust that has been placed in their care to assure prompt and efficient services to the citizenry. Accordingly, provisions of this Agreement which are to be changed, modified, or otherwise abridged shall be by means of negotiations by the parties hereto.

### **ARTICLE 3            NONDISCRIMINATION**

There shall be no discrimination against any employee in the matter of employment because of race, color, creed, national origin, sex, age, disability, marital status, membership, or nonmembership in a labor organization.

### **ARTICLE 4            REPRESENTATIVES**

Section 1. The Committee shall be elected by the Union and shall represent the Union on all matters that may arise between the Union and Management. Committee members shall be selected from the work units of the Municipality by the Union so as to provide meaningful representation.

It is agreed that any elected officer of the Union, excepting the Local President, who serves on the Committee shall also serve as the Committee member for his Division or Department; however, the total number of Committee members from all departments and/or divisions will not exceed seven (7) representatives.

Section 2. The Committee shall consist of representation as outlined in Article 4, Section 1, and shall include the Local Union President and/or representatives of the AFSCME International and/or representatives of Ohio Council #8, and/or other legal representatives as deemed necessary by the Local Union, in their meeting with the Management of the Municipality. The Municipality may also include its legal representative and others deemed necessary. It is understood that this Committee is established for the purpose of general negotiating activity and would not be required nor is it intended for specific grievances or matters of a departmental nature.

Section 3. Not more than five (5) Committee members shall be afforded sufficient time off with pay as may be required to attend scheduled committee meetings with the Municipality on all matters concerning wages, hours, and working conditions for their respective departments. It is understood that in emergencies or in critical work situations it may be necessary to limit employees from attending such meetings or to reschedule the meeting to a more appropriate time. It shall further be understood that pay will continue only when attendance at the meeting coincides with the regular work hours of each representative. The clearance of committee members through division supervisors for the purpose of attending union meetings will be accomplished with proper and sufficient notice to the employee.

Section 4. The Ohio Council 8 staff representative shall be permitted reasonable access to work areas in order to conduct legitimate Union business. The staff representative must first secure permission from the department head or their authorized representative.

## **ARTICLE 5            EMPLOYEES' AND MANAGEMENT OBLIGATION**

Section 1. The parties to this Agreement recognize their mutual obligations under the Charter and ordinances of the City of Hamilton, and state and federal statutes.

The Union, the employees, and the Municipality realize that they are engaged in rendering services to the public, and that there is an obligation on each party for the continuous rendition and availability of such services. Employees shall perform loyal, continuous, and efficient work and service and shall use their influence and best efforts to protect the properties of the Municipality and its service to the public, and shall cooperate in promoting and advancing the welfare of the Municipality and the necessary facilities to provide all citizens and customers of the Municipality service at all times.

Section 2. No Strike, No Lock-out.

The Union agrees that there shall be no work interruptions, nor shall there be any slow-down or other interference with services for the duration of this Agreement. Management agrees that there shall be no lock-out of Union employees for the duration of this Agreement.

## **ARTICLE 6      DUES DEDUCTION**

Section 1. The Municipality, for such employees who are members of the Union, or sign dues authorization for such purpose shall deduct from their pay the amount of said dues, fees or assessments as provided by timely written notice by the Union, and promptly remit same to the Union.

The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed checkoff card for the employee. Amounts deducted shall be remitted to Ohio, Council #8, American Federation of State, County, and Municipal Employees, AFL-CIO. The payroll deduction shall be made by the employer biweekly. All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

Additionally, the Employer shall email with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to [oc8dues@afscme8.org](mailto:oc8dues@afscme8.org), subject line: Local 475, Pay Date --/--/--:

1.      DUES LIST: In alpha order by last name. The name, employee number (or other unique identifier to be agreed upon), current address, phone number, job title and department/work unit of each employee for whom a dues deduction was made; the amount of the deduction for each employee.
  
2.      Total Remittance Amount
  
3.      Each month, the Municipality shall provide the Union with a roster containing the name, class title, division, and date of hire for bargaining unit employees.

Section 2. The Union will provide the Municipality with at least two (2) calendar weeks' advance notice of a pending increase in dues.

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.

The Union agrees to indemnify and hold the Municipality harmless against any and all claims or forms of liability arising out of this deduction from the employee's pay of Union dues. The Union assumes full responsibility for the disposition of deductions so made once they have been forwarded by the Municipality.

## **ARTICLE 7            GRIEVANCE PROCEDURE**

It is understood that an employee and his or her immediate supervisor are expected to work together toward resolving any difference that may develop. However, there will be occasions when the grievance procedure will be required to resolve differences between the parties to this agreement on matters of wages, hours, and other conditions of employment. As used in this Agreement, a Grievance shall be defined as a claim or dispute by an employee subject to the provisions and contained therein. The issue grieved must relate to a specific provision.

Each written grievance must state the Article and section of the Agreement that the action of Management is alleged to have violated and the remedy requested to resolve the grievance.

In such cases, the following procedures shall be followed:

### **Section 1.**

Step 1. Whenever an employee believes that he or she has a grievance the employee shall present the matter verbally to his or her supervisor. In such cases, the employee may be accompanied by the Union Steward and the immediate supervisor may request the attendance of another supervisor at this first step.

The employee must present the grievance within thirty (30) calendar 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) working days extension of time at this level.

Step 2. The employee, his or her union representative, the appropriate Supervisor and the employee's Superintendent shall constitute the Parties to the grievance procedure at this second step.

A second step grievance must be submitted in writing to the Superintendent of the aggrieved employee for hearing purposes. A hearing shall take place within ten (10) working days.

The written response of the superintendent shall be submitted within three (3) working days following the grievance 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 the receipt of the Superintendent's written response.

Either party may ask for a ten (10) working days extension of time in the second step of this procedure.

Step 3. The employee, the employee's Union Steward, the Local Union President or designee, one (1) additional representative of the Local and a representative of Ohio Council 8, along with the Department Director and his or her appropriate representatives will meet at the third step of the procedure within ten (10) working days of the grievance being advanced to this step.

The written response of the Department Director shall be submitted within seven (7) working days (by 3:00 pm on the 7<sup>th</sup> day) following the grievance hearing.

If mutual agreement is not reached at this level, the grievance may be taken forward to the fourth step within ten (10) working days of the Department Director's written response.

Either party may request a thirty (30) day extension of time at the third step.

Step 4. NON-DISCIPLINARY GRIEVANCES - Should the issue be yet unresolved, the written grievance, if it pertains to a matter not involving the disciplinary suspension or dismissal of an employee, may, within ten (10) working days of receipt of the Director's response, be advanced to the City Manager or his or her designee.

DISCIPLINARY GRIEVANCES - Appeal from disciplinary suspension or dismissal shall be taken only through the grievance procedure.

Within ten (10) working days following issuance by an employee's Appointing Authority of an order of suspension or dismissal, appeal of such order may be taken with the filing by the employee of a grievance at the fourth step of the procedure.

Notice of the grievance shall be filed with the Office of the City Manager with copy to the Appointing Authority and the Civil Service and Personnel Director.

Within seven (7) working days of receipt of the notice of a grievance appeal, advancing any issue to Step 4 of the grievance process, the Parties shall meet in an effort to resolve the grievance. Said meetings shall involve the City Manager or his or her designee, the Department Director of the aggrieved employee, the Civil Service and Personnel Director or his or her designee, the employee, the employee's Union Steward, the president of the Local, or his designee, one (1) additional representative of the Local, and a representative of Ohio Council 8 appearing on behalf of the employee.

Following hearing of the matter, the City Manager or his or her designee shall submit his or her written determination within fifteen (15) working days.

Should the grievance be yet unresolved at Step 4, the Union may, within twenty-five (25) calendar days of receipt of the City Manager's determination, file notice with the Office of the City Manager, of its intent to submit the grievance to binding arbitration. Prior to the arbitration, the parties may agree to attempt to resolve the issue through mediation with a mediator provided by SERB or FMCS. Should the parties decline mediation, or should the mediation prove unsuccessful, the parties shall then refer a written request to the Federal Mediation and Conciliation Service for a listing of seven (7) arbitrators from the local metropolitan area. The parties may mutually agree to an alternate panel for arbitrators or to select/appoint an arbitrator or mediator.

The selection of a single arbitrator shall be by an alternating strike-off method.

The Arbitrator so selected shall hold a hearing as expeditiously as possible within the confines of the Arbitrator's schedule, unless otherwise mutually agreed upon by the Parties. It shall be held at a time and place convenient to the Parties.

The Arbitrator shall take such evidence as in his or her judgment is appropriate for disposition of the dispute.

Statements of position may be made by the Parties and witnesses may be called for the purpose of sworn testimony.

The Arbitrator shall expressly confine himself to the precise issue for arbitration and shall have no authority to determine any other issue not so submitted to him which is not directly essential in reaching the determination.

The Arbitrator hereunder shall neither add to, detract from, nor modify the language of this Agreement.

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

The decision of the Arbitrator shall be enforceable in such manner as arbitration awards are customarily enforceable in accordance with O.R.C. 4117.09 as amended from time to time or any subsequently enacted state statute of similar intent.

The decision of the Arbitrator shall be final and binding upon Parties and shall be submitted in writing within thirty (30) calendar days after the conclusion of the hearing or submission of the parties' post-hearing briefs to the Arbitrator, whichever is later.

Each party shall pay its own expenses as to record transcription costs, witness or deposition

expenses. Fees for transcriber and all other expenses shall be borne by the Parties equally.

Section 2. Guidelines for Effective Processing.

- A. All written grievance and responses shall be dated and signed by the appropriate Union or City representative.
- B. Both City and Union representatives will acknowledge receipt of a grievance or management response in writing. Such acknowledgement will be properly signed and dated.
- C. A grievance not advanced to the next higher level within the time limit provided shall be deemed to be permanently withdrawn. A grievance not answered within the time limit provided shall be automatically advanced to the next step of the grievance procedure.
- D. In no event shall an employee leave his or her work for grievance purposes without first notifying and obtaining the approval of his or her immediate supervisor. The supervisor in turn shall make every effort to provide for the relief of the employee, if such is required.
- 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. For purposes of clarification, the issue grieved by an employee subject to this Agreement must relate to a specific provision contained therein. Thus, a "grievance" filed by an employee subject to the Agreement on an issue not contained within the scope of the Agreement is not in fact a grievance.
- G. The Union may initiate a grievance on behalf of a class of affected employees. Such grievance shall bear the signature of all employees wishing to be included in the affected class. A "class" grievance shall be submitted initially for consideration at the third (Director's) step of the grievance process. At any hearing on a class grievance, the Union shall be represented by the Local president or his or her designee, one (1) additional representative of the Local, and a representative of Ohio Council 8.
- H. Final determination of a disciplinary grievance made at Step 4 shall be based on information known at the time of the hearing. If the City obtains information relevant to the grievance prior to final determination of a Step 4 disciplinary grievance, the City will notify the Union of the new information, the Union will have three (3) working days to respond to the information, and the City Manager or his

or her designee shall submit his or her written determination within fifteen (15) working days of the Union's response.

## **ARTICLE 8            FILLING OF VACANCIES**

Section 1. In cases of promotion within the bargaining unit, the factors to be considered are ability, qualifications, and seniority. Seniority shall mean seniority within the division. The employer shall determine those qualifications which are required and shall promote the employee who is most qualified.

In cases of promotion where two or more employees have relative equal ability and qualifications, the employee with the greatest seniority shall receive the promotion. Experience, including, but not limited to, experience gained in lower classification and in an acting capacity, shall be considered when establishing qualifications and promotion. If the employee with the greatest seniority is not promoted, the employee and the Union shall be informed in writing as to the reason why the employee was not promoted.

If seniority is equal, service shall govern. Service is defined as the length of time employed with the Municipality since the most recent date of permanent, full-time hire.

Section 2. An employee who is unsuccessful in his or her probationary period for reasons of incompetence in the new assignment will be restored to his or her previous classification and he or she will receive the rate of pay he or she would have received had he or she remained in that classification. The probationary period shall not exceed six (6) months in any classification.

Section 3. Seasonal laborers will be given an opportunity for permanent employment in the division in which they are seasonally employed as provided for in the Civil Service policy regarding seasonal employees. A permanent employee may be considered for a transfer into a division where seasonal employees are working and in such cases the permanent employee would be given first consideration to transfer to a permanent position.

Section 4. 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 or her resignation. Reinstatements are the prerogative of the Municipality. Reinstatements will not be approved if a permanent layoff list exists in the classification.

Section 5. An employee wishing to transfer within his or her classification from one department to another may request a transfer in writing through the Civil Service and Personnel Department. Transfers must be approved by each of the departments involved and must be in accordance with the Civil Service Rules and Regulations and approved by the Civil Service Commission. Promotion within a department will be considered ahead of any transfer. Employees transferred to another division or department will begin anew their seniority status relative to their position as it relates to the employees in the department to which they are

transferred except as provided for under Civil Service Rules and Regulations. Transferred employees will not lose their seniority status relative to the general benefit plans of the City.

In those instances involving job transfers within the Department of Public Works, length of service shall prevail where supervision judges the employee qualified to perform the duties.

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

Section 6. An employee wishing to return to a classification which he or she held as a permanent appointment prior to a transfer to another department or bargaining unit may request a transfer in writing through the Civil Service and Personnel Department. Transfers must be approved by each of the departments involved. A vacancy within the classification must exist and promotional opportunities within the department will take precedence over transfer requests. An employee who, within one (1) year, receives a transfer back to the department covered by this agreement will receive full reinstatement of benefits and divisional seniority status as was effective on the date he or she left.

Section 7. An employee who has taken a voluntary demotion and/or transfer within the department may be reinstated to his or her previously held classification when the employee submits a request within one (1) year from the effective date of the demotion/transfer and a vacancy exists.

Section 8. In those instances involving temporary job vacancies, the senior employee possessing the qualifications will be assigned where no eligibility list exists for the classification. Where an eligibility list is in existence for the classification and a temporary job vacancy occurs, the senior employee of the top three (3) eligibles will be temporarily appointed to fill the vacancy.

Section 9. Current Service Credit An employee covered under provisions of this Agreement who holds permanent employment status and who participates in an open-competitive examination, shall receive a current service credit of five (5) points to his or her passing examination grade score.

## **ARTICLE 9 LEAVES OF ABSENCE**

Section 1. In cases wherein the City questions the need for a medical leave of absence, a doctor appointed by the City may examine the employee before granting a leave. In such cases, the Municipality will assume the expense of the examination.

Section 2. Leaves of absence will be granted for the purpose of job-related training or education to provide for the advancement within the classified service.

Such leaves will be granted with pay providing such training or education is approved by the Municipality.

It is understood that the need for a leave of absence may well be a very personal matter and in such cases the employee may request that the matter be considered confidential and information related to this request be limited only to those who must of necessity have knowledge and awareness of the reasons for such leave.

Section 3. Union Business Leave. The Municipality may, at the written request of the Union, grant a leave of absence, without pay, to an employee selected as a delegate for specific activities for/or on behalf of the American Federation of State, County and Municipal Employees Union or who is elected or appointed to office in said Union for a period not to exceed three (3) 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.

The City shall continue to pay for full wages and benefits for the term of the leave and the Union shall reimburse the City dollar-for-dollar for the cost incurred.

It is understood and mutually agreed that Management will return the employee-Union representative to his or 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.

Other employees who are temporarily advanced 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 advanced bargaining unit member may be returned or laid off if the employee was in an entry level position and no vacancies exist, 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 (1) calendar year of retirement date, shall receive pay for accrued sick leave pursuant to the provisions of Article 13, Section 5 at his or her rate in effect at the commencement of the union business leave.

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

Section 4. Upon the approval by the City Manager, an employee may be granted a leave of absence, without pay, to serve as a delegate to the Union convention. This leave shall not exceed a total of ten (10) working days in any one year for this purpose.

Section 5. A leave of absence for pregnancy reasons will be granted to full time, permanent employees in accordance with appropriate federal and state statutes and in keeping with provisions of the sick leave and FMLA policies and procedures of the Municipality.

Section 6. Seniority shall continue to accumulate during all approved paid leaves of absence and for approved unpaid leaves of absence due to military service, union business leave, and for periods of disability in excess of accrued sick leave.

Section 7. Except as provided in Sections 3 and 4 hereinabove, a leave of absence without pay will not be granted for “personal reasons” or “extreme travel purposes”; nor will leave without pay be granted when the employee has accrued leave with pay such as vacation, floating holiday or sick leave credits except in those instances wherein the employee has made application for or is receiving temporary total benefits under a claim award approved by the Ohio State Bureau of Workers’ Compensation or has made a formal application to the Public Employees Retirement System for disability retirement, and while determination on said application is pending.

Section 8. Injury Leave With Pay (I.L.W.P.). (Effective as to Injuries Occurring on or After 1/15/2006)

- 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 City will not be charged any sick leave for the day of the occurrence if he or she leaves to go to the doctor or hospital for treatment. An employee who is off work due to said injury for a continuous period of ten (10) calendar days, will be compensated at his or her regular rate of pay at the time of injury in lieu of the employee’s income from disability benefits from Worker’s Compensation or any other state source for a period of time not to exceed one hundred and twenty (120) calendar days from the date of injury, provided the employee is diagnosed and treated by a doctor on a preferred provider list of Workers’ Compensation doctors approved by the City. After the employee has been off work for a period of ten (10) continuous days, the employee shall receive his or her regular pay retroactive to the third (3<sup>rd</sup>) workday of the period of continuous absence. Two (2) 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 recredited to the employee’s sick leave account.

In the event that a statement from a doctor on the preferred provider list indicates that an employee is able to perform certain types of light duty, then the City shall

have the option of providing work which is consistent with the medical statement provided that such work must be within the bargaining unit. Only when the physician statement indicates that the employee can perform no work shall the employee be off on ILWP.

An employee on ILWP will be eligible for merit and/or negotiated wage increases which otherwise are effective while the employee is on ILWP.

- B. When an employee has exhausted his or her entitlement to ILWP and is still medically unable to return to his or her job as determined by a doctor on the preferred provider list, that employee will be eligible to file for temporary total benefits under Ohio law regulating workers' compensation.
- C. If, at any time during the course of ILWP or other paid or unpaid leave of absences arising out of the injuries sustained by the employee, the employee is determined, by medical examination, conducted by a doctor on the preferred provider list, to be permanently and totally disabled, then the employee shall apply for disability retirement under provisions of the Public Employees Retirement System. An employee not vested for purposes of PERS Disability Retirement will be reassigned duties consistent with medical determination. Such assignment shall be within the scope of the bargaining unit.

If granted disability retirement by the PERS board, the employer may then permanently refill the former employee's job position.

- D. The City will continue its portion of premium payments on medical, surgical and life insurance benefits during any period of ILWP. The Municipality 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 expiration of the respective employee's accumulated sick leave.
- E. Seniority shall continue to accrue during any period of approved leave.

## **ARTICLE 10            HOURS OF WORK, OVERTIME, PREMIUM RATES**

Section 1. Eight (8) hours shall constitute a regular day's work and forty (40) hours a regular work week.

Section 2.

- A. In the Division of Fleet Maintenance, the day shift shall be 7:00 a.m. to 3:00 p.m.; the evening shift shall be from 3:00 p.m. to 11:00 p.m.; the night shift shall be from 11:00 p.m. to 7:00 a.m.



- B. In the Division of Streets and Sewers, the day shift shall be from 7:00 a.m. to 3:00 p.m. Shift hours and assignments for the purpose of street cleaning operations shall be determined by Management.

A three (3) day advance notification shall be provided to the affected employee(s) in the event of a change of shift in street cleaning operations.

Section 3. Except as otherwise provided herein, determination of starting times and the number of hours to be worked shall be made by the Management. Schedules may be changed by the Management from time to time to suit varying conditions of the various departments, including, but not limited to, the ability to extend the number of hours on shifts to meet varying conditions; provided, however, that indiscriminate changes shall not be made in such schedules and provided further that changes deemed necessary by the Management shall be made known to the department representatives of the Union as far in advance of such change as is possible.

Section 4. A paid lunch period not to exceed thirty (30) minutes shall be provided employees who work at least eight (8) hours in a work day.

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

Lunch breaks are subject further to the following conditions:

- A. Lunch periods are subject to scheduling by supervision.

Section 5.

- A. Double time the regular hourly rate shall be paid for all work in excess of eight (8) hours in any one day.

Double time shall be paid for all work in excess of forty (40) hours in an employee's work week.

- B. These premium rates will be paid provided the employee has worked, or been in an approved pay status, the previous five (5) scheduled work days.
- C. Employees working Saturday or Sunday when it is part of their regularly scheduled work week and not a normally scheduled day of rest shall receive double time for hours worked.
- D. A shift differential of forty cents (\$0.40) per hour for the second shift and forty cents (\$0.40) per hour for the third shift shall be paid to employees assigned and working a second or third shift, respectively.

Employees assigned to street sweeping operations on a second or third shift shall receive for his or her entire eight hour tour the rate differential in effect at the commencement of the shift.

- E. Overtime and/or premium payments shall not be pyramided for the same hours worked under any terms of this Policy. Thus, if two (2) or more overtime and/or premium pay provisions apply to the same hours of work, only the provision yielding the largest amount shall satisfy the requirements of all other applicable pay provisions.

Section 6. Overtime shall be distributed equally in a job classification insofar as possible among those employees who are presently qualified to perform the assigned work. A list of overtime shall be posted on the bulletin board and updated in each division at the end of each pay period.

Section 7. An employee who is absent from work due to illness or physical disability or who is prohibited from working overtime because of physical limitation will, upon his or her return to work or availability for overtime, have his or her overtime status adjusted to reflect overtime hours he or she would have been offered during the period of absence. An employee who is absent from work due to a doctor's appointment or due to the illness of a family member will not be eligible for overtime on the day of the appointment or illness.

Section 8. In the event that an employee is assigned work for at least one (1) day in a Crew Leader classification, he or she will be paid a minimum of one (1) step higher or at the rate of the first step in the class range to which he or she is temporarily assigned, whichever is greater and to continue in effect as long as the employee is so assigned. Acting pay will be paid for the entire shift provided such shift is at least eight (8) hours. Employees acting in other classifications for a minimum of five (5) continuous days shall be eligible for acting pay.

Section 9. Compensatory Leave in Lieu of Overtime Payments.

- A. In accordance with 1985 amendments to the FAIR LABOR STANDARDS ACT, employees of the Bargaining Unit may option compensatory leave in lieu of cash payment of overtime hours worked. Said leave shall be based upon pay hours and shall constitute time off, with pay, from the regular work schedule.
- B. Compensatory leave shall not be taken in less than a four (4) hour increment.
- C. An employee may request compensatory leave by submitting to his or her supervisor for approval a Leave Application and Control Report not less than five (5) working days in advance of the proposed leave commencement. Management will notify the employee within three (3) working days whether the leave request has been approved or disapproved.

- D. Overtime hours worked but not “banked” by 7:30 a.m. on Monday of the pay week will automatically be paid in cash.
- E. Compensatory leave in lieu of overtime cash payments shall be limited to a maximum of eighty (80) hours’ leave time per calendar year, per employee.
- F. Approval and scheduling of compensatory leave is subject to the work schedule requirements of the employee’s work unit, as determined by the Director of the Department or authorized representative.
- G. If, as necessitated by work schedule requirements, an employee is called in from compensatory leave to work what would have otherwise been his or her regularly scheduled work hours but for the taking of compensatory leave, the employee shall only be compensated at his or her regular base rate of pay for such work hours. Where, however, call-in from compensatory leave results in the employee working beyond regularly scheduled work hours on the day of call-in, he or she shall be compensated for such hours worked beyond that day’s regular work schedule in accordance with the overtime pay provisions of Articles 10 and 11. In no event shall compensatory leave be pyramided for purpose of receiving overtime for premium pay.
- H. Compensatory leave shall be taken prior to November 30, each calendar year. All compensatory time left in an employee’s comp time bank as of November 30 shall be converted and paid in cash at the employee’s base rate of pay. Overtime worked during the month of December can be banked for the following calendar year or will be compensated by cash payment. The employee will elect which option for the provision set forth in this section.
- I. Upon separation from City employment as a result of resignation, retirement, dismissal, lay off or death, accrued but unused and otherwise unpaid compensatory leave shall be converted and paid in cash to the employee, his estate or heirs at law at the employee’s base rate of pay.
- J. The Parties agree that the granting of compensatory leave shall not generate nor cause overtime.

#### Section 10. Snow Operations

- A. Snow season shall generally be set as November 1 through March 31. On or about November 1 of each year two (2) snow crews will be established.
- B. Crew members will be partnered up and assigned a truck and a route. The first crew will consist of the employees with the most overall bargaining unit seniority. Scheduled shifts

for snow events only, will alternate back and forth between the crew members from crew 1 and 2 by truck as events take place. Drivers with the same route(s) may switch shifts if both agree.

- C. For snow events forecasted to occur outside normal work hours the supervisor shall make every effort to meet with the crews before or at 2:30 pm to post start and end times based off the forecast of that evening's event. Management reserves the right to change the start and end of the shifts as necessary according to the forecast. If the event is cancelled the supervisor shall notify the crew no less than four (4) hours before the start of the shift. If less than four (4) hours' notice is given the crews will be entitled to four (4) hours of work at the appropriate rate of pay. Management reserves the right to assign other snow related duties during the shift.
- D. Management reserves the right to use less than the full crew when appropriate so long as overtime is offered in order of the lowest crew member no matter the job classification. (For example, five (5) members called in from crew 1 shall be the lowest on the overtime list no matter their classification.)
- E. Management reserves the right to utilize any employees within the AFSCME 475 bargaining unit as needed for crew support. All bargaining unit employees shall be subject to the provisions of C, above. If a snow event requires all routes to be assigned, management shall schedule no less than two mechanics. In an emergency requiring multiple day schedules, management reserves the right to use employees outside of the bargaining unit in order to establish extra work shifts. Before going outside of the bargaining unit, all Local 475 members shall have the opportunity to accept up to 16 hour shifts.
- F. This section shall be limited in its application to any emergency situation that might require 12 hour shifts to be set up, and shall not be considered utilized for regular operating conditions. (Examples of an emergency situation are tornadoes, floods, terrorist attacks, etc.)

## **ARTICLE 11      CALL-IN PAY**

Section 1. Any employee called in and reporting to work at a time outside of and not connected to his or her regular schedule and who has not received notification not to report shall be guaranteed four (4) hours of work at any available job or in lieu thereof, four (4) hours pay at the appropriate rate.

Section 2. A minimum of four (4) hours pay will be provided at the appropriate rate for an employee called in at a time disconnected from the employee's regular schedule for emergency work. Should such work not require the full four (4) hours, it shall be the prerogative of the employee to go home and be paid four (4) hours' pay at the appropriate rate, but remain on call for the balance of the four (4) hour call-in period. Should another call-in occur for the classification required in the first call-in during the balance of this period, an attempt will be made to contact the person on call to report for this work. If the employee is unable to be contacted or to report for work for any reason, normal call-in procedures will be followed. In the event of a subsequent call-in for the same classification, pay for the first call-in shall terminate upon the start of the next call-in, provided that there shall be a two (2) hour minimum at the appropriate rate for the first call-in.

Section 3. An employee will not be considered eligible for premium pay under the call-out provisions of this Article when his or her regular shift begins two (2) hours or less from the time he or she is to report to work. In such instances, the employee will receive the appropriate overtime rate for only such time worked as occurs before his or her regular shift.

Section 4. In the event an employee must be contacted for available overtime and declines or does not respond within five (5) minutes of contact, the employee shall be charged with the available hours and his or her overtime accumulation shall be adjusted accordingly.

In the event that the necessary qualified employees cannot be secured on an overtime basis utilizing the above noted equalization procedure, such needs shall be filled by requiring the junior employee(s) in class(es) to report for work.

Section 5. An employee required to report on a call-in basis shall receive a minimum of four (4) hours' pay.

The rate of pay for hours so worked shall be two (2) times the employee's classified hourly rate.

Section 6. An employee called in on non-scheduled overtime after 11:00 p.m. may have the option to count the hours of pay earned up to eight (8) hours between 11:00 p.m. and before the start of the employee's regular shift the next day as hours worked for the next day. Any hours earned over eight (8) hours may be banked at as compensatory time or paid out as overtime.

Section 7. Any employee called in on a non-scheduled overtime shall be required to report to the City Garage within thirty-five (35) minutes of the call. In the event that an employee is unable to meet that call-in response requirement, he or she shall inform his or her supervisor of the fact at the time of the call and the call shall be treated as an overtime refusal. In the event that an employee reports for duty, but has exceeded the response time requirement, at the sole option of the City he or she may be sent home without a requirement for pay.

## **ARTICLE 12      GENERAL PROVISIONS**

Section 1. The Municipality will make reasonable provisions for the health and safety of its employees. There also shall be lockers and proper washroom facilities provided and maintained.

RAIN PROVISION - Raingear is to be provided to all employees that are given outside work assignments. Emergency work will be performed at all times. However, in the Division of Streets and Sewers, Management retains the right during periods of rainfall to instruct employees of the following, but not limited, to remain at job site under shelter, to reassign employees to other job sites where rainfall is not occurring, or to indoor assignments during such periods of rainfall.

During variable weather conditions, Management in the field will make the required decision.

Where boots and raincoats are needed, they will be issued, with replacements as necessary. The City will furnish necessary gloves and they shall be inspected at regular intervals to determine suitability for use. Replacements shall be approved by the appropriate supervisor.

Employees will not be required to perform routine, non-emergency assignments in exposed locations out of doors when outside air temperature is 15° (fifteen degrees) Fahrenheit or below unless such work is of an emergency nature. This restriction of normal work activities is limited during the period November 1 through March 15, each year.

When not performing such outside duties, employees will be reassigned other available work.

Section 2. Training. Employees of the Bargaining Unit may submit requests for attendance or participation in job-related training programs or courses to improve work skills.

Similarly, Management may periodically designate certain job-related training programs or courses which employees may choose to attend.

In either case, approval of the Director of the Department to which the employee is assigned will be required for participation in such courses or programs.

The cost of such programs or courses, once approved by the Department Director, will be borne by the City, providing the employee successfully completes the course or program of training. Where such programs are requested by the employees, the City may require the execution of a reimbursement agreement that would expire twelve (12) months from the completion of the program as a condition of approval.

Correspondence type courses shall be excluded from eligibility under this provision.

Section 3. Employees may be permitted to trade or change shifts in case it becomes necessary for the purpose of attending union meetings if they so desire, so long as it does not interfere with the operation of the department and provided the trading or changing of shifts does not bring about an overtime pay situation for the City. Such a change or trade must be approved by the employee's supervisor.

Section 4. The Municipality will furnish and maintain a bulletin board which may be used by the Union for posting notices signed by an accredited Union official. The bulletin boards will not be used for personal notices by the membership.

Section 5. A paid personal wash-up period of ten (10) minutes shall be provided at or near the end of the employee's regular shift.

Section 6. No employee shall report to work under the influence of, nor have in his or her possession, nor consume any alcoholic beverage or controlled substance (unless by medical prescription) during duty hours.

Section 7. A break of ten (10) minutes within the first four (4) hour period and a ten (10) minute break in the final four (4) hour period will be provided.

Section 8. 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.) Any bargaining unit employee who reaches Step 9 of a pay grade prior to January 15, 2020, shall be eligible for the final merit increase six (6) months after reaching Step 9.

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.

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 9. Efficiency rating forms, when completed, will be discussed with the employee and he or she is required to sign it as evidence of the fact that he or she has seen it. The signature

does not necessarily mean that the employee is satisfied with the rating.

Section 10. Supervisors Working. Supervisors shall not perform work normally assigned to the Bargaining Unit at any time except to: instruct an employee in the work of his classification; relieve in emergency involving potential hazard to an employee; and relieve in emergency to prevent equipment or installation damage. Demonstration of or instruction in class duties is not intended to relieve the employee of the responsibility for actual performance of assigned tasks.

Section 11. Authorized Signatures. All contracts, agreements and specialized federal or state employment grant programs requiring the sanction or approval of Local 475, American Federation of State, County and Municipal Employees, shall bear the signature of the President of the Local and the designated official representative of Ohio Council 8, AFSCME.

Section 12. Disciplinary Procedures.

- 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 consequence 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 or her department head and Appointing Authority, unless the employee specifically waives the right of hearing in writing. In special cases, an employee may be suspended with or without pay pending a hearing, but such hearing shall be held within five (5) working days of the suspension. If an employee is suspended without pay pending a hearing and the employee is not dismissed after the hearing, the employee will be reimbursed for the time off without pay during the suspension. At the Departmental hearing, the employee shall have the right to be represented by the Union 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. Possible disciplinary actions resulting from a hearing are as follows: Oral reprimand; Official reprimand; Suspension up to thirty (30) working days; Reduction in pay within the pay range; Demotions; Dismissal. Reduction in pay within the pay range shall be limited to the next lower step.
- D. An employee may appeal a dismissal, demotion, reduction, or a suspension of more than one (1) working day to the Grievance Procedure by filing a Grievance in writing, within ten (10) days from the time he has been served with the notice of



said disciplinary action, as shown by the date the notice was mailed.

- E. 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 anniversary date.
- F. Prior to a hearing conducted under provisions of Section B above, the employee shall be provided with written advance notice of the charges and specifications.
- G. Employee Records

Records of verbal and/or written warnings given to any employee shall no longer be considered for purposes of progressive discipline two (2) years after the date said warning or warnings were given provided the employee incurs no additional discipline of the same nature during that two-year period,

Records of any suspension received by an employee shall no longer be considered for purposes of progressive discipline four (4) years from the date said suspension was received by the employee provided said employee incurs no additional discipline of the same nature during the four-year period.

All records shall be maintained in accordance with the provisions of the Ohio Revised Code and the regulations of the Hamilton Municipal Records Commission.

Section 13. Items exempt from consideration for processing under this grievance procedure shall include actions appealable to the Civil Service Commission under appropriate Commission Rules and Regulations, excepting disciplinary suspension or dismissal.

## **ARTICLE 13      SICK LEAVE**

Section 1. Employees hired prior to January 1, 2018 shall earn one and one-quarter (1¼ ) days, or ten (10) hours, of sick leave for each month of active service and may accumulate without limit.

Section 2. 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 the employee may be eligible for use of up to eight (8) hours sick leave credit upon request and approval. Up to thirty-two (32) additional hours of sick leave may be taken in the event of a serious illness of the family member, and in the absence of any other family member available to render assistance. A FMLA certification may be required for an absence for family illness after use of eight (8) hours

of sick leave credit for an emergency or illness in the employee's family.

Leave available under the Family Medical Leave Act shall be used concurrently with other forms of leave granted by the City, provided the reason for the leave is a reason for which leave may be taken under the Act. Family Medical Leave shall not be an addition to leave provided in this Agreement, except where all leave provided to the member pursuant to this Agreement is less than twelve (12) weeks.

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

Section 3. Employees shall not be penalized for legitimate use of sick leave. The occurrences for unscheduled time off in Article 29, Section 2 and the attendance occurrences in Article 28 shall not be interpreted as penalties for sick leave usage.

FMLA certification is required for absences of three (3) or more consecutive work days.

An employee on an approved sick leave of absence in excess of two (2) work days and who is released for duty by the attending physician shall thereupon provide advance notice to management of his or her return to active service.

FMLA certification will be required for any sick leave absence after the employee has utilized sixty four (64) hours of sick leave without FMLA certification in any twelve (12) month period, provided, the initial eight (8) hours of non-FMLA family sick leave referenced in section 2 shall not be counted toward the sixty four (64) hour total for the employee referenced in this paragraph.

Employees absenting themselves from work under the sick leave provisions of this Article for unscheduled sick leave absences are responsible for notifying management daily no more than four (4) hours and no less than fifteen (15) minutes in advance of his or her scheduled shift start, unless an employee is on an approved, extended FMLA or ADA qualifying leave of absence and in that case, the employee shall only be responsible for notifying management on the first (1<sup>st</sup>) day of absence no more than four (4) hours and no less than fifteen (15) minutes in advance of his or her scheduled shift start time. Employees' notification under this Paragraph shall be personally, by telephone, to his or her immediate supervisor, the City answering service, or other method designated by his or her supervisor. Notification for scheduled sick leave absences (e.g. surgeries, doctors' appointments, extended leaves of absences, etc.) shall be in as far in advance as possible.

Employees shall not feign illness or injury, falsely report themselves ill or injured, or otherwise deceive or attempt to deceive as to the condition of their health.

Section 4. The City will supplement an employee's regular sick leave by providing compensation equal to one-half (½) his or her regular daily sick leave rate for a number of days corresponding

to his or her sick leave accumulation existing at the time a disabling injury or illness caused his or her continued absence from work. Eligibility for extended benefits would be subject to the following provisions:

- A. The employee must have fully utilized his or her regular sick leave accumulation as well as all accumulated, holiday, personal and compensatory leave, and all but eighty (80) hours of vacation leave prior to receiving extended sick leave benefit.
- B. Sick leave accumulation must equal thirty (30) days at the point when an employee's continued absence began.
- C. Eligibility for supplemental sick leave must be evidenced by a physician's statement.
- D. Monies for supplemental sick leave benefits would not be subject to payment at retirement or death of the employee.
- E. 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.

Section 5. An employee who was hired prior to January 1, 1995 and is eligible and retires shall be eligible to receive seventy-five percent (75%) of the value of his or her accumulated sick leave. An employee who was hired on or after January 1, 1995, and is eligible and retires shall be eligible to receive fifty percent (50%) of the value of his or her accumulated sick leave. For purposes of the benefits in this paragraph, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

Section 6. 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 one hundred fifty (150) days or twelve hundred (1200) hours.

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

**ARTICLE 14 FUNERAL LEAVE**

Section 1. In the event of death in the immediate family, a permanent employee shall qualify for funeral leave with pay for up to three (3) consecutive work days (24 hours) for participation in funeral services or arrangements.

For purposes of this section, immediate family is defined as: spouse, child or stepchild, grandchild, parent, stepparent, grandparent, brother, step-brother, half-brother, sister, step-sister, half-sister, parents or stepparents of spouse, grandparents of spouse, brother-in-law and sister-in-law or any other person actually living in the household of the employee.

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 may be substituted 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.

Section 2. In the event of the death of an employee’s relative in other than the immediate family, as defined above, leave with pay of up to one (1) eight (8) hour work day may be taken for funeral attendance purposes. If additional time is required, the employee will be permitted to use accrued vacation, holiday or compensatory time leave without reference to scheduling demands.

Section 3. 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.

Section 4. Use of funeral leave will not be charged against accumulated sick leave.

**ARTICLE 15 HOLIDAYS**

Section 1. The following holidays shall be observed by the City:

- |                        |                            |
|------------------------|----------------------------|
| New Year’s Day         | Employee’s Birthday        |
| Martin Luther King Day | Five (5) Floating Holidays |

Good Friday (Personal Leave Holidays)  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday immediately following Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

Employees hired into the bargaining unit on or after January 1, 2018 shall not receive the Employee Birthday Holiday or the five (5) Floating Holidays above.

Section 2. Double time the straight time hourly class rate in addition to holiday pay shall be paid for each of the first eight (8) hours of work performed on the above noted holidays, with the exception of floating holidays and employee's birthday.

Section 3. Double time the straight time hourly class rate shall be paid for all hours worked beyond eight (8) on said holidays, with the exception of floating holidays and employee's birthday.

Section 4. The employee will be provided eight (8) hours pay at his straight time hourly rate for full day holidays not worked provided he has worked on the last scheduled work day prior to and his next scheduled work day following the holiday.

An employee scheduled to work on a day otherwise observed by him or 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.

Section 5. 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, noncontinuous 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 except for employees whose regular work schedule would require working the actual day of the holiday. In such cases the actual day of the holiday will be observed for holiday pay purposes.

Section 6. Employees whose schedules provide for less than seventeen (17) holidays during the course of the year through time off with pay or through premium holiday pay, will be guaranteed the seventeen holidays by receiving holiday pay in an amount equal to the difference between the holidays observed by said employee and the seventeen guaranteed holidays. This provision is generally limited to continuous operating personnel wherein work schedules will not efficiently permit observance of the day off, the make-up holiday pay shall be

remitted in the pay for the period in which the holiday occurs.

Section 7. For holidays having fixed calendar dates, leave eligibility is conditioned upon the employee being in a pay status on the actual date of the holiday, e.g., Independence Day, Christmas Day, and Martin Luther King Day.

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

Such “floating” holidays may be scheduled during the calendar year based upon the interests of the employee in keeping with both work unit scheduling practices and manpower necessities. Although the birthday holiday may be scheduled and taken in a calendar year prior to the actual anniversary date of birth, this holiday will be considered as earned leave in that year providing the employee is in a pay status on the actual 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.

Arrangements for scheduling of floating holidays must be made one (1) week prior to the day elected by the employee. Management will notify the employee within three (3) work days of the day elected of approval or disapproval of the floating holiday request.

Section 8. An employee on approved sick leave the day prior to or the day following the calendar holiday may receive the appropriate benefits of holiday pay, provided such employee produces valid evidence to justify his or her being off. The validity and kind of evidence is at the sole discretion of the City as noted earlier in Article 13, Section 3. The significance of this paragraph is to give the City protection against the misuse of sick leave; the use of which could be more inviting to the employee when a holiday situation is involved. Further, the Union agrees to support the City in its effort to control the misuse of sick leave in any case.

Section 9. 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 holiday benefit provisions contained hereinabove relative to payment of holiday leave as it would pertain to dismissal or discharge.

## **ARTICLE 16      VACATIONS**

Section 1. Permanent employees covered by this Agreement hired prior to January 1, 2018 shall be eligible for vacation leave with pay in accordance with the following schedule:

<u>Years' Continuous Service</u>	<u>Vacation Leave Allowance</u>
A. Less than one (1) year	None
B. One (1) year but less than seven (7)	Ten (10) work days
C. Seven (7) years but less than sixteen (16)	Fifteen (15) work days
D. Sixteen (16) years	Twenty (20) work days
E. Seventeen (17) years	Twenty-one (21) work days
F. Eighteen (18) years	Twenty-two (22) work days
G. Nineteen (19) years	Twenty-three (23) work days
H. Twenty (20) years	Twenty-four (24) work days
I. Twenty-one (21) years	Twenty-five (25) work days
J. Twenty-two (22) years	Twenty-six (26) work days
K. Twenty-three (23) years	Twenty-seven (27) work days
L. Twenty-four (24) years	Twenty-eight (28) work days
M. Twenty-five (25) years	Twenty-nine (29) work days
N. Twenty-six (26) years or more	Thirty (30) work days

Section 2. For the purpose of this provision, it is understood that all periods of employment are to be continuous periods of employment without separation by resignation or dismissal.

Credit for continuous service shall apply only to service for the City of Hamilton for persons hired after August 17, 1994. Such employees shall receive no credit for service in any other public agency and shall have no right to claim such service under R. C. 9.44.

Section 3. Accrued vacation hours not taken by January 1 of each calendar year shall be removed from the employee's credit unless up to forty (40) hours of such balance is approved for carryover in writing by the employee's Superintendent. 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 to the employee's Superintendent who will consider approval of such carryover in the event either that disability has caused the employee's absence from duty during the previous calendar year of six or more calendar months or that operational necessities during the previous year have prevented the employee's utilization of vacation leave.

All accrued vacation carried over into the following year shall be used by May 1, or be forfeited.

#### Section 4. Proration of Vacation Leave

##### A. Application.

Proration of vacation leave, as provided hereafter, applies to:

1. Any employee hired prior to March 1, 1982, who thereafter resigns or is dismissed from service,

and

2. Any employee hired or reinstated on or after March 1, 1982, who thereafter retires, resigns or is dismissed from service.

##### B. Calculation; Payment.

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 2 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.

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.

##### B. Exceptions.

1. Pro rata calculation of vacation leave, provided hereinabove, shall not apply to accrued, unused vacation leave balances approved by the City Manager for



carryover to a succeeding calendar year.

2. Any employee hired prior to March 1, 1982, who thereafter retires from or dies in service shall be entitled to his total annual vacation leave as determined by his time-in-service, and/or compensation for such leave at his base rate of pay, without proration thereof, on condition that he completes one day of on-duty employment within the calendar year of his retirement or death.
3. Any employee hired or reinstated on or after March 1, 1982, who thereafter dies in service, shall be entitled to compensation at his base rate of pay for total annual vacation leave as determined by his time-in-service, without proration of such leave, on condition that he completed one day of on-duty employment within the calendar year of his death.
4. No vacation leave benefits will be paid to an employee upon separation which occurs as a result of dismissal or discharge action.

#### Section 5. Scheduling of Vacation

- a. Employees shall be given the opportunity to submit their choice of vacation dates for the calendar year (January 1 to December 31), prior to February 1 of each year. Employees shall pick vacation weeks on a continuous seniority rotation. The first selection shall be at least one week, but not more than two (2) weeks or ten (10) days. Once every employee has had an opportunity to make their first selections, the rotation will begin again with remaining selections up to but not more than an additional two weeks or ten (10) days.
- b. Vacation requests submitted in the period outlined above shall be granted based on Union seniority. An employee, with the approval of his or her supervisor may change his or her selection of vacation periods after February 1 by notifying his or her Supervisor four (4) days in advance, provided that he or she would not “bump” another employee’s vacation selection.
- c. Vacation requests not covered by the process in Section 5(a) above must be submitted with one day’s advance notice. Vacation requests that are received under the one day notice period will be considered on a case-by-case basis, and are subject to management approval.

### **ARTICLE 17      PAID TIME OFF**

Section 1. With the exception of Compensatory Time, Observed Holiday Time, and Funeral Leave, all employees hired into the bargaining unit on or after January 1, 2018, will be awarded all time off as “Paid Time Off” and will not be awarded time off for Vacation, Floating Holidays or

Personal Leave Holidays, Employee Birthday Holiday, or Sick Leave.

- A. The City will grant Paid Time Off with pay to all employees hired into the bargaining unit on or after January 1, 2018 on the following basis as long as the employee is in a paid status during the entire pay period. All employees on PTO shall receive a one-time PTO dump of 24 hours. Employees shall earn PTO over and above the 24 hour dump according to the scale below:

Years of Continuous Service	PTO Hours Per Year	Approx. PTO Accrual Per Pay	PTO Bank Maximum	Max PTO Hours Paid at Separation
Less than 1	88	3.38	480	1:1; 480 max
1	168	6.46	480	1:1; 480 max
7	208	8.00	480	1:1; 480 max
16	248	9.54	480	1:1; 480 max
17	256	9.85	480	1:1; 480 max
18	264	10.15	480	1:1; 480 max
19	272	10.46	480	1:1; 480 max
20	280	10.77	480	1:1; 480 max
21	288	11.08	480	1:1; 480 max

- B. For Paid Time Off purposes, it is understood that all periods of employment are to be continuous periods of employment in the bargaining unit; that is, without separation by resignation or dismissal.

Credit for continuous service shall apply only to service for the City of Hamilton for persons hired after August 17, 1994. Such employees shall receive no credit for service in any other public agency and shall have no right to claim such service under Ohio Revised Code § 9.44.

Section 2.

- A. Each year, employees shall submit their choice of PTO dates for the use of forty (40) hours during the calendar year to their supervisor between January and February 1 of each year or consistent with divisional policies and/or procedures. PTO requests submitted during this period shall be granted based on bargaining unit seniority.
- B. Time-off requests not covered by Section 2(a) above must be submitted with one day's advance notice (no later than 2:30pm the day prior to the use). Time-off requests that are received under the one-day notice period will be considered on a case-by-case basis, and are subject to management approval.

- C. After one (1) year of continuous service, employees will be required to use forty (40) hours of their annual allotment each year.
- D. Since sick time is not tracked separately under this benefit structure, any frequent, unscheduled and/or patterned absences will be subject to inquiry, including, but not limited to, the request for medical certification and disciplinary measures to address and/or correct the employee's unexcused and/or frequent absenteeism.
- E. A physician's statement on a form approved by the City is required for unscheduled and unapproved absences of three (3) or more consecutive work days. Such a statement will include, at a minimum, the employee's name, date the illness began, general nature of the illness, the date the employee is able to return to work, the physician's name, address and telephone number, and the physician's signature.
- F. Leave available under the Family and Medical Leave Act shall be used concurrently with PTO, provided the reason for the leave is a reason for which leave may be taken under the Act. Family and Medical Leave Act leave shall not be in addition to leave provided in this Agreement, except where all leave provided to the member pursuant to this Agreement is less than twelve (12) weeks or twenty-six (26) weeks, if applicable.

### Section 3.

If an employee has four hundred (400) or more PTO hours as of November 30 each year, the employee may elect to be paid in cash up to eighty (80) hours of PTO per calendar year at the employee's base rate of pay.

### Section 4.

An employee who voluntarily resigns his or her employment without giving two weeks' notice may forfeit any accrued PTO time.

### Section 5.

An employee whose separation from the City is by action of dismissal or discharge shall forfeit any accrued PTO time. This section shall prevail over any PTO benefit provisions contained in this Agreement relative to payment of PTO as it would pertain to dismissal or discharge.

## **ARTICLE 18            HOSPITALIZATION SURGICAL-MEDICAL LIFE INSURANCE**

Section 1. The City shall provide to full-time permanent employees a plan of health insurance. The City and the employees shall share in the overall monthly premium cost of the insurance plan in the following manner: the City shall contribute no more than eighty-five percent (85%) of the total premium cost and the employees shall contribute at least fifteen percent (15%) of the total premium cost or the amount agreed upon for all other City employees through payroll deduction.

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

The parties agree that the City may periodically change the content of the insurance plan and/or the insurance carrier after consultation with representatives of the affected bargaining units. Adjustment of deductibles and co-pays shall not be construed as a reduction in benefit levels. The Union understands and agrees that any increase in the premium rates for health, medical, life and related insurance premiums shall be a factor considered in the total economic proposals for successor negotiations. Any rate increase which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

Section 2. The Municipality 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 expiration of the respective employee's accumulated sick leave.

### Section 3. Group Life Insurance

- A. The City will arrange for a policy of group life insurance for regular, 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 \$1000 increment.

- B. 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.
- C. A double indemnity provision for accidental death and an accidental dismemberment benefit will be provided.

- D. 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 ten-thousand dollars (\$10,000).
- E. Should an employee not elect life insurance coverage on the basis of one (1) times earnings, the City will provide a maximum of ten thousand dollars' (\$10,000) coverage to include accidental death and dismemberment coverage.
- F. The death benefit on each employee retiring prior to January 1, 1970 will be one thousand dollars (\$1,000).

Regular, full time employees who retire subsequent to January 1, 1970 and prior to March 1, 1977 will be provided with a maximum of two thousand dollars (\$2,000) as a death benefit. The cost of said benefit shall be paid in full by the Municipality.

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 4. In those instances in which the City employs both spouses of the family unit, the City will provide only one (1) plan of coverage, and the plan shall be applied to the spouse whose birthday occurs earlier in the calendar year.

## **ARTICLE 19      TOOL ALLOWANCE**

Section 1. Employees permanently classed as CHIEF AUTOMOTIVE MECHANIC, SPECIAL AUTOMOTIVE MECHANIC, AUTOMOTIVE MECHANIC, CERTIFIED AUTOMOTIVE TECHNICIAN, CERTIFIED MASTER AUTOMOTIVE TECHNICIAN or CERTIFIED EMERGENCY VEHICLE TECHNICIAN an annual stipend of one thousand dollars (\$1000) by way of payroll check on or before April 1<sup>st</sup> of each year for the purchase of hand tools needed or required in the performance of their normal duties as determined by the Municipality.

Section 2. In the event that an individual has not been in the employ of the City for a full calendar year as of December 31 of the year in which his employment occurs, the employee shall be eligible for a prorated share of the tool allowance based upon his or her actual number of months or service in that calendar year.

An employee who resigns, retires or dies while in the service of the employer or is placed on an unpaid leave of absence for a period of three or more months in a calendar year shall receive a prorated share of the tool allowance based upon the actual number of months of active service

in the calendar year in which the separation or leave occurs.

Section 3. No tool allowance benefit will be paid to any employee upon separation when such is by action of dismissal or discharge.

Section 4. Tool Insurance The City shall provide for, and shall maintain, an inland marine floater, with a one hundred thousand dollar (\$100,000) amount, as a rider on its insurance coverage at the Garage. That rider shall cover mechanics tools housed at the Garage for any major or catastrophic loss due to theft, fire or natural disaster. Said coverage shall have a thousand dollar (\$1,000) deductible and each employee shall be responsible for loss under that deductible amount.

## **ARTICLE 20 CLOTHING ALLOWANCE**

Section 1. The City shall provide a uniform for all bargaining unit employees. The uniform shall consist of twelve (12) sets of long sleeve shirts, twelve (12) sets of t-shirts, twelve (12) sets of pants, two (2) winter jackets, one (1) Bib overall, and either one (1) wind jacket or one (1) coverall. The City will provide for the cleaning of the uniform. Such uniform will be replaced by the City on an as needed basis subject to City management approval. Uniforms are for official City business only. Employees shall receive an annual stipend (on or before April 1 of each year) of three hundred and fifty dollars (\$350.00) per calendar year for the purchase of footwear. The City shall provide each employee with the required footwear specifications required for their classification by January 2<sup>nd</sup> of each year. If the cost of boots required by the specifications should increase to such a level that boots meeting the specification are unavailable, the parties shall meet to determine the appropriate amount and the City will pay the difference. Employees who have purchased footwear prior to the ratification of this agreement in 2019 shall be “grandfathered” and shall purchase footwear according to specifications once the City provides the annual stipend.

## **ARTICLE 21 RETIREMENT CONTRIBUTION PICK-UP SALARY REDUCTION METHOD**

The Municipality agrees to develop 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.

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

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

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

## **ARTICLE 22            LAYOFF AND RECALL PROCEDURE**

Section 1. When it becomes necessary, due to a lack of work or funds or job abolishment, to reduce the number of employees in the bargaining unit, the City shall determine the number of positions by classification and the following layoff procedure shall be followed. The City will give the Union as much advance notice as possible.

Section 2. The City shall notify the employee in the affected classification(s) with the least total continuous seniority from most recent date of continuous hire as a permanent employee with the City of Hamilton that they are to be laid off.

Section 3. The City shall layoff bargaining unit employees by classification in the following order: probationary, permanent part-time, permanent full-time employees.

Section 4. The City will make a good faith effort to fill existing vacancies with displaced or laid off members of the bargaining unit. This will be at the discretion of the City Manager.

Section 5. Bumping Rights. Employees may displace (bump) the least senior bargaining unit employee in a lower classification in the same classification series provided that the employee has more seniority than the employee displaced and is presently qualified to perform the work.

When applicable, employees who have received promotions or have transferred to classifications other than their original appointment may bump back to a previously held classification within the bargaining unit, provided they have more continuous City seniority than the person displaced.

Section 6. The City shall give the affected employees fourteen (14) calendar days written notice of their layoff.

Section 7. Employees who are laid off shall have recall rights to the position from which they are/were laid off for a period of two (2) years. Employees shall be recalled in the inverse order of layoff. An employee to be recalled shall be notified by certified letter/return receipt of the offer of recall. The letter shall be mailed to the employee’s last known address. A recalled employee shall be allowed ten (10) calendar days from receipt of the notice to return to work. An employee failing to return to work within ten (10) calendar days shall be deemed to have declined recall and shall have no recall rights thereafter.

Section 8. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the City with his or her latest mailing address. In the event of a tie among two (2) or more employees with respect to the order of layoff or recall, the affected employee's tie will be broken by the date and time of initial application with the City of Hamilton.

Section 9. Employees have the right to appeal the procedural aspects of layoff or displacement through the Grievance Procedure beginning at Step 3.

Section 10. Upon request of either party, the City and the Union agree to meet and discuss options to include unpaid furloughs as a way of avoiding or reducing the need to lay off employees, provided that neither party is required to agree to any such alternate proposal. An agreed upon furlough plan may include, but is not limited to, reduced work hours, scheduled and unpaid days off during one (1) or more pay periods, or complete division closures without pay.

Section 11. The provisions of this Article shall be the sole and exclusive authority for the layoff, job abolishment, or recall of employees subject to this Agreement.

The Hamilton City Charter, the jurisdiction of the Hamilton Civil Service Commission and the Rules and Regulations of the Hamilton Civil Service Commission, and applicable provisions of Ohio Revised Code, Sec. 124.321 notwithstanding, the provisions of this Article shall exclusively govern the layoff and recall of bargaining unit members.

## **ARTICLE 23      LABOR-MANAGEMENT RELATIONS MEETINGS**

The Municipality and Union agreed to have meetings as needed based on mutual agreement of the parties to discuss issues of problems of mutual concern. Such meetings will be conducted with the following provisions in mind:

1. An agenda of items to be discussed shall be prepared and submitted in advance of the meeting.
2. Matters contained on the agenda should be those that are unresolved following discussions with the employee's supervisor.
3. That a specified date agreed by both parties be established for the holding of such meetings. This does not preclude the necessity for having to reschedule a meeting based on unanticipated problems.
4. The conclusion(s) arrived at in such discussions will be reduced to writing and made available to the parties.



## **ARTICLE 24 SAVINGS CLAUSE**

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 mutual satisfactory replacement for such article or section held invalid.

## **ARTICLE 25 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 26 CERTIFIED AUTOMOTIVE TECHNICIAN CLASSES**

### **Section 1. Certified Automotive Technician**

An individual, who has completed an initial probation period and is employed in the lower rated classification of Automotive Mechanic or Special Automotive Mechanic, shall be promoted to the class of Certified Automotive Technician, Pay Range 28, upon showing that he or she has passed two of the first four ASE certifications shown on the list below.

The initial pay increase shall be effective on the first day of the pay period following submission of evidence that the incumbent has passed the certification procedure.

Within one (1) year from that date, the incumbent shall provide proof that he or she has attained two (2) additional ASE certifications. Failure to provide such proof shall be cause to return incumbent to his or her prior pay range and class.

Each incumbent must maintain four (4) certifications at all times. Failure to maintain such shall be cause to return incumbent to his or her former class and pay range.

Individuals newly hired and employed into the class of Certified Automotive Technician must have, and must maintain, the first four (4) certifications of either the Automotive Test Series or the Medium/Heavy Truck Test Series. Failure to provide such proof shall be cause for disciplinary actions up to and including dismissal.

Section 2. Certified Master Automotive Technician

An individual, who has completed an initial probation period and is employed in the lower rated classification of Automotive Mechanic, Special Automotive Mechanic, or Certified Automotive Technician shall be promoted to the class of Certified Master Automotive Technician, Pay Range 29, upon showing that he or she has attained the ASE certification of Master Mechanic.

The initial pay increase shall be effective on the first (1<sup>st</sup>) day of the pay period following submission of evidence that the incumbent has passed the certification procedure.

Each incumbent must maintain the master certification at all times. Failure to maintain such shall be cause to return incumbent to his or her former class and pay range or to the next lower classification which matches his or her certifications.

Individuals newly hired and employed into the class of Certified Master Technician must have, and must maintain required ASE certifications in either the Automotive Test Series or the Medium/Heavy Truck Test Series and ASE certification as a Master Mechanic. Failure to provide such proof shall be cause for disciplinary actions up to and including dismissal.

Section 3. Upon receipt of proof that an individual has taken and has passed an ASE certification test, the City shall reimburse said employee for the cost of the test.

Section 4. The courses and order of certification shall be:

Automotive Test Series

- A8 Engine Performance
- A6 Electrical/Electronic Systems
- A1 Engine Repair
- A7 Heating & Air Conditioning
- A5 Brakes
- A2 Automotive Transmission/Transaxle
- A4 Suspension & Steering
  
- A3 Manual Drive Train & Axles

Medium/Heavy Truck Test Series

- T2 Diesel Engines
- T6 Electrical/Electronic Systems
- T4 Brakes
- T3 Drive Train
- T5 Suspension & Steering
- T1 Gasoline Engines
- T8 Preventive Maintenance  
Insp. (PMI)
- T7 Heating, Ventilation & AC

Section 5. Certified Master Emergency Vehicle Technician

The classification of Certified Master EVT shall be in pay range 30T. The City, in its sole discretion, will determine the number of Certified Master EVTs it shall require. In addition to other requirements as may be established by the City, qualification for promotion to the position

of Certified Master Emergency Vehicle Technician will require that an employee has previously held the position of Certified Master Automotive Technician for at least one (1) full year, and that the employee has attained EVT Master Certification in either the Fire Apparatus Technician Certification track or Ambulance Technician Certification track programs.

Employees promoted to the class of Certified Master EVT must provide proof of Master EVT Certification, and must maintain Master EVT certification status at all times. Failure to maintain such certification shall be cause to return the employee to his or her former class and pay range, or to the next lower classification within that division that matches his or her certifications.

## **ARTICLE 27      CDL SUPPORT**

The Union agrees to support the City's request for a CDL (Commercial Driver's License) requirement. The City will continue to provide the training at no cost to the employee and pay the difference in the cost for the renewal of the CDL versus the cost of a regular license renewal for all bargaining unit employees who maintain a CDL. All new hires shall obtain their Class B CDL within six (6) months of being hired into the bargaining unit and maintain at least a Class B CDL for the term of employment.

Maintenance Worker (Public Works), Class No. 114.1, Pay Range 20 shall be promoted to the Public Works Maintenance Worker Classification, Class No. 123, Pay Range 21, once the employee has obtained a Class A CDL, and has completed probation.

Employees hired after January 27, 2015 in the classifications of Public Works Maintenance Worker, Class No. 123, Public Works Sewer Maintenance Worker, Class No. 121, Automotive Equipment Operator II, Class No. 125.1, and Maintenance Crew Leader, Class No. 128 shall be required to have a Class A CDL (tanker endorsement required for Public Works Sewer Maintenance Worker).

Employees hired prior to or on January 27, 2015 shall be eligible for promotion to the positions referenced in paragraph C above without a Class A CDL. If an employee hired prior to or on January 27, 2015 receives a promotion to one of the referenced positions, management shall require the employee promoted to obtain his or her Class A CDL within twelve (12) months of the promotion, or the employee will be demoted to his or her previously held position. Time may be extended based upon testing facility schedule, or at management discretion.

## **ARTICLE 28      ATTENDANCE POLICY**

### **Section 1.    SICK LEAVE USAGE**

Article 13 of this agreement provides rules and regulations relative to sick leave use. Section 3 of Article 13 does contain specific comments concerning legitimate use of sick leave and the need to provide documentation under certain circumstances when absences of three (3) or more consecutive work days occur.

This policy will provide the notification of when an employee will be required to provide a physician's statement for absences:

Whenever an employee has used, within any twelve (12) month period, sixty four (64) hours of sick leave on a non-certified basis or seventy two (72) hours if employee has used 8 hours for family illness (non-certified is defined as no FMLA Certification, any additional use of sick leave will require FMLA certification.

After this point is reached, an employee who is absent for sick leave purposes and fails to obtain FMLA certification as required above will be considered to be in an unauthorized leave status. Appropriate City and Departmental policy concerning leave without approval will then apply. All employees should be aware that unauthorized leave can be the basis for disciplinary action including suspension and dismissal from City employment.

### **Section 2. TARDINESS**

Existing policy requires that an employee notify management in advance of the scheduled shift start when said employee is absent from work. This policy also requires an employee to notify management in advance of the scheduled start of the work shift when this employee will be late in reporting to work. Generally, these provisions are most relevant to absences under sick leave provisions since the Working Policy and other policies; pertain specifically to the scheduling of vacation leave, floating holiday leave and funeral leave.

Tardiness is defined as a situation where an employee does not report within sixty (60) minutes of the employee's scheduled work shift. There are two situations which occur relative to tardiness. The first, involves an employee who has not called in before the start of the work shift as is required by existing policy. The second, applies to an employee who calls in before the start of his or her work shift:

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

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

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

A second occurrence within a twelve (12) month period will result in the employee not being permitted to go to work thereby forfeiting eight (8) hours pay, and also, it will result in the employee receiving a written reprimand from the Supervisor.

A third occurrence within a twelve (12) month period will result in an automatic three (3)-day suspension without pay.

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

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

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

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

If the crew is still at the garage, the employee will be docked for lost time in increments as follows:

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

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

In the event an employee has a second occurrence of tardiness within a thirty (30) day period, even though he or she has called in, the employee will receive a verbal reprimand from the Supervisor. Appropriate loss of time policy will be in effect as described above.

In the event an employee has a third occurrence of tardiness in this manner within a ninety (90) day period, the employee will be issued a written reprimand concerning the violation of Departmental attendance policies.

In the event the employee has a fourth occurrence of tardiness within a six (6) month period, the employee will be considered for disciplinary action involving a minimum three (3) day suspension without pay. In this particular situation, such disciplinary action will be meted out after a predisciplinary conference is scheduled by management.

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

### Section 3. Unscheduled Absences

An unscheduled absence is defined as any absence of sixty (60) minutes or more that is not pre-scheduled with an employee's supervisor by 2:30 pm on the last regular work day prior to the date of the absence. An employee will not be disciplined under this Attendance Policy if the employee has six (6) or fewer unscheduled absences within a rolling twelve (12) month period. Unscheduled absences above six (6) within a rolling twelve (12) month period will result in discipline pursuant to this Attendance Policy unless the absences are approved by management, or required by a law such as the Family and Medical Leave Act and the Americans with Disabilities Act. Beginning with the seventh unscheduled occurrence in a rolling twelve (12) month period, the employee will be subject to the following progressive discipline:

7<sup>th</sup> unscheduled absence – written record of oral reprimand

8<sup>th</sup> unscheduled absence – written reprimand

9<sup>th</sup> unscheduled absence – three (3) day suspension without pay

10<sup>th</sup> unscheduled absence - employee subject to dismissal following predisciplinary conference.

This policy regarding use of sick leave and absences due to tardiness must be clearly communicated in order to assure that employees are available for work at the start of the work shift. Excessive absenteeism or tardiness results in disruption to the scheduled activities, an excessive waste of Supervisor and management time in transporting employees to job sites and; further, results in a hardship on other employees who are available for work at the start of their work shift as required.

**ARTICLE 29**                      **RATE/CLASS ADJUSTMENTS**

Section 1. Wage Rates, Lump Sum Payments and Bonuses.

- A. Effective retroactively from the beginning of the pay period that includes the date of January 14, 2019, all ranges and steps in Schedule E shall be increased by two percent (2%). Contemporaneously, all employees who were previously on the wage scale that was applicable to employees hired after August 5, 2013 will be moved to a step in the applicable range in the scale applicable to employees hired prior to August 5, 2013 that guarantees an increase over their then current wage rate. Any employee who moves wage scales and does not recognize an increase of at least two percent (2%) will receive a lump sum payment reflective of the difference between the new pay rate and two percent (2%)
  
- B. By the second regular payroll date following execution of this agreement, all bargaining unit employees shall receive a lump sum payment of Two Hundred Fifty Dollars (\$250.00), less applicable taxes and withholdings.
  
- C. Effective from the beginning of the pay period that includes January 14, 2020, all active bargaining unit employees shall receive an across the board wage increase of 1.5%. Concurrently all active bargaining unit employees shall receive an additional .5% performance based wage increase if the entire bargaining unit meets or exceeds sixty percent (60%) of the performance based criteria in Section 2 below for the period from execution of the agreement through end of calendar year of 2019.
  
- D. Effective from the beginning of the pay period that includes January 14, 2021, all active bargaining unit employees shall receive an across the board wage increase of 1.5%. Concurrently, all active bargaining unit employees shall receive an additional .5% performance-based increase, if the entire bargaining unit meets or exceeds sixty percent (60%) of the performance-based criteria in Section 2 below for the calendar year of 2020.

Section 2. Performance-Based Bonus Criteria.

The entire bargaining unit must meet or exceed sixty percent (60%) of the following criteria to receive the increase set forth in Section 1, subsections (C) and (D) of this Article:

METRIC	STANDARD	VALUE
Lost time hours	0 lost time hours	5%
Lost time	0 lost time incidents	5%

incidents		
Unscheduled time off	No more than 3 occurrences (1 occurrence = any increment of time off with less than one day's notice) of unscheduled time off on average/per employee	20%
Volunteerism	4 documented, approved volunteer hours in City of Hamilton on average/per employee, with a minimum of 40% bargaining unit participation	20%
Overtime availability ratio (Ratio between total overtime offers accepted and total overtime offered)	Overtime availability ratio must be greater than or equal to 70% of overtime worked for the entire bargaining unit. Forfeited adjusted hours due to promotions shall not be calculated in the overall percentage. If an employee notifies management not to contact them for overtime while on vacation or PTO, they shall not be forfeited adjusted.	40%
Attendance Policy Violations	Less than 2% of the bargaining unit receives either a suspension or dismissal for occurrences under Article 27 - Attendance Policy per year	10%

Section 3. Yearly Increases/Adjustments. Annual step increases/adjustments shall be based on the City's (10 step) pay range and shall be effective on the bargaining unit employees' anniversary date.

Section 4. Direct Deposit

All employees covered by this Agreement shall be required to enroll in direct deposit.

**ARTICLE 30 PEOPLE CHECKOFF**

The City will deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual's written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the City by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P. O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time.



The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

If the employee does not have the funds available, no deduction will be made.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

The Union will indemnify and save the City harmless from any action growing out of deductions hereunder commenced by an employee or anyone else against the City or the City and the Union jointly.

### **ARTICLE 31            DURATION OF AGREEMENT**

All provisions of this Agreement, except as otherwise negotiated, shall become effective on the date of execution and remain in full force and effect until and including January 14, 2022, and for each twelve (12) month period thereafter unless not less than sixty (60) 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.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on this 5 day of June, 2019 by their duly authorized officers.

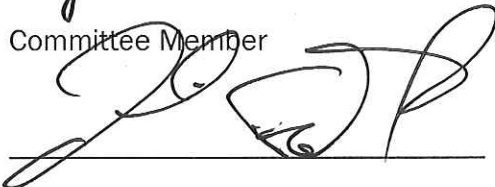
FOR: AFSCME, LOCAL 475


  
\_\_\_\_\_  
Michael A. Hoefker  
President, Local 475

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Committee Member

  
\_\_\_\_\_  
Committee Member

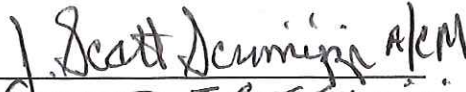
  
\_\_\_\_\_  
Executive Board

  
\_\_\_\_\_  
Rebecca Frankenhoff  
Staff Representative Ohio Council 8

Approved as to Form:

  
\_\_\_\_\_  
Letitia S. Block  
Law Director

FOR: THE CITY OF HAMILTON, OHIO

  
\_\_\_\_\_  
Joshua A. Smith  
City Manager

  
\_\_\_\_\_  
Jim Logan  
Public Utilities Director

  
\_\_\_\_\_  
James Williams  
Director of Public Works

**Addendum 1**  
**SCHEDULE E**

ALPHABETICAL INDEX OF CLASSIFICATIONS

AFSCME, Local #475

<u>CLASS NO.</u>	<u>CLASS TITLE</u>	<u>RANGE NO.</u>
117.2	Auto. Equipment Operator I (Streets/Sewers) .....	20-A
117.5	Auto. Equipment Operator I (Parks).....	20-A
125.1	Auto. Equipment Operator II (Public Works).....	23
125.3	Auto. Equipment Operator II (Parks).....	23
139	Automotive Mechanic.....	23
137	Automotive Service Worker.....	21
104.1	Building Service Worker (Public Works) .....	18
104.3	Building Service Worker (Parks) .....	18
141	Certified Automotive Technician .....	28
142	Certified Master Automotive Technician .....	29
143	Certified Master Emergency Vehicle Technician.....	30
136	Chief Automotive Mechanic .....	29
104.4	Custodial Maintenance Worker .....	19
122	Heating Plant Operator.....	21
108.1	Laborer (Public Works).....	18
108.3	Laborer (Parks).....	18
128	Maintenance Crew Leader.....	27
114.1	Maintenance Worker (Public Works).....	20
113	Maintenance Worker Helper.....	19
630	Parks Maintenance Worker .....	20
631	Parks Maintenance Worker I .....	21
144	Parts Room Manager/Shop Service Coordinator .....	27
123	Public Works Maintenance Worker .....	21
121	Public Works Sewer Maintenance Worker .....	22

127	Public Works Sign Shop Maintenance Crew Leader.....	27
126	Public Works Sign Shop Maintenance Worker.....	22
135	Special Automotive Equipment Operator .....	21
140	Special Automotive Mechanic.....	27

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**ADDENDUM 2**

RATIO TABLE FOR VACATION ELIGIBILITY  
 IN YEAR OF SEPARATION

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

**HOURLY RATES: SCHEDULE E  
AFSCME, Local 475  
Effective JANUARY 14, 2019**

<i>RANGE</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>15 T</i>										
<i>Hour</i>	15.59	16.25	17.00	17.74	18.55	19.31	20.13	20.52	20.82	22.53
<i>Annual</i>	32,427	33,800	35,360	36,899	38,584	40,165	41,870	42,682	43,306	46,862
<i>16 T</i>										
<i>Hour</i>	15.85	16.56	17.26	18.05	18.84	19.76	20.53	20.82	21.19	22.84
<i>Annual</i>	32,968	34,445	35,901	37,544	39,187	41,101	42,702	43,306	44,075	47,507
<i>17 T</i>										
<i>Hour</i>	16.11	16.80	17.54	18.31	19.16	20.04	20.87	21.19	21.49	23.11
<i>Annual</i>	33,509	34,944	36,483	38,085	39,853	41,683	43,410	44,075	44,699	48,069
<i>18 T</i>										
<i>Hour</i>	16.47	17.12	17.97	18.68	19.50	20.36	21.20	21.49	21.80	23.51
<i>Annual</i>	34,258	35,610	37,378	38,854	40,560	42,349	44,096	44,699	45,344	48,901
<i>18- A T</i>										
<i>Hour</i>	16.59	17.24	18.04	18.79	19.64	20.50	21.32	21.63	21.97	23.69
<i>Annual</i>	34,507	35,859	37,523	39,083	40,851	42,640	44,346	44,990	45,698	49,275
<i>19 T</i>										
<i>Hour</i>	16.64	17.43	18.15	18.95	19.79	20.55	21.53	21.80	22.16	23.95
<i>Annual</i>	34,611	36,254	37,752	39,416	41,163	42,744	44,782	45,344	46,093	49,816
<i>19-A T</i>										

<i>Hour</i>	16.72	17.51	18.25	19.10	19.97	20.79	21.66	21.97	22.35	24.15
<i>Annual</i>	34,778	36,421	37,960	39,728	41,538	43,243	45,053	45,698	46,488	50,232

**20 T**

<i>Hour</i>	16.92	17.64	18.40	19.24	20.11	20.90	21.83	22.17	22.61	24.41
<i>Annual</i>	35,194	36,691	38,272	40,019	41,829	43,472	45,406	46,114	47,029	50,773

**20-A T**

<i>Hour</i>	17.00	17.74	18.55	19.35	20.23	21.18	22.00	22.43	22.78	24.70
<i>Annual</i>	35,360	36,899	38,584	40,248	42,078	44,054	45,760	46,654	47,382	51,376

**21 T**

<i>Hour</i>	17.19	17.98	18.74	19.60	20.45	21.29	22.21	22.61	23.06	24.93
<i>Annual</i>	35,755	37,398	38,979	40,768	42,536	44,283	46,197	47,029	47,965	51,854

**21-A T**

<i>Hour</i>	17.31	18.05	18.81	19.72	20.57	21.54	22.46	22.78	23.38	25.23
<i>Annual</i>	36,005	37,544	39,125	41,018	42,786	44,803	46,717	47,382	48,630	52,478

**22 T**

<i>Hour</i>	17.47	18.19	19.05	19.86	20.80	21.64	22.62	23.06	23.58	25.57
<i>Annual</i>	36,338	37,835	39,624	41,309	43,264	45,011	47,050	47,965	49,046	53,186

**22-A T**

<i>Hour</i>	17.58	18.30	19.16	20.03	21.13	21.97	22.94	23.40	23.91	25.91
<i>Annual</i>	36,566	38,064	39,853	41,662	43,950	45,698	47,715	48,672	49,733	53,893

**23 T**

<i>Hour</i>	17.67	18.51	19.28	20.19	21.26	22.16	23.07	23.58	24.21	26.28
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<b>Annual</b>	36,754	38,501	40,102	41,995	44,221	46,093	47,986	49,046	50,357	54,662
<b>23-A T</b>										
<b>Hour</b>	17.83	18.65	19.48	20.33	21.49	22.32	23.40	23.91	24.58	26.64
<b>Annual</b>	37,086	38,792	40,518	42,286	44,699	46,426	48,672	49,733	51,126	55,411
<b>24 T</b>										
<b>Hour</b>	18.04	18.81	19.68	20.55	21.71	22.62	23.60	24.21	24.94	27.10
<b>Annual</b>	37,523	39,125	40,934	42,744	45,157	47,050	49,088	50,357	51,875	56,368
<b>24-A T</b>										
<b>Hour</b>	18.29	19.15	19.98	20.86	21.97	22.94	23.94	24.58	25.27	27.45
<b>Annual</b>	38,043	39,832	41,558	43,389	45,698	47,715	49,795	51,126	52,562	57,096
<b>25 T</b>										
<b>Hour</b>	18.65	19.46	20.32	21.26	22.17	23.12	24.23	24.94	25.72	27.86
<b>Annual</b>	38,792	40,477	42,266	44,221	46,114	48,090	50,398	51,875	53,498	57,949
<b>26 T</b>										
<b>Hour</b>	18.85	19.80	20.90	21.81	22.94	23.93	25.09	25.74	26.50	28.80
<b>Annual</b>	39,208	41,184	43,472	45,365	47,715	49,774	52,187	53,539	55,120	59,904
<b>27 T</b>										
<b>Hour</b>	19.20	20.23	21.34	22.48	23.58	24.66	25.76	26.50	27.43	29.65
<b>Annual</b>	39,936	42,078	44,387	46,758	49,046	51,293	53,581	55,120	57,054	61,672
<b>28 T</b>										
<b>Hour</b>					24.30	25.44	26.51	27.43	28.32	30.69
<b>Annual</b>					50,544	52,915	55,141	57,054	58,906	63,835



**28-A T**

<i>Hour</i>	24.66	25.76	26.94	27.80	29.01	31.52
<i>Annual</i>	51,293	53,581	56,035	57,824	60,341	65,562

**29 T**

<i>Hour</i>	25.14	26.23	27.48	28.32	29.34	31.60
<i>Annual</i>	52,291	54,558	57,158	58,906	61,027	65,728

**29-A T**

<i>Hour</i>	25.45	26.58	27.93	28.69	29.87	32.26
<i>Annual</i>	52,936	55,286	58,094	59,675	62,130	67,101

**30 T**

<i>Hour</i>	25.93	27.20	28.50	29.34	30.25	32.77
<i>Annual</i>	53,934	56,576	59,280	61,027	62,920	68,162

**30-A T**

<i>Hour</i>	26.23	27.48	28.88	29.87	30.90	33.31
<i>Annual</i>	54,558	57,158	60,070	62,130	64,272	69,285

**31 T**

<i>Hour</i>	26.84	28.08	29.49	30.25	31.44	33.79
<i>Annual</i>	55,827	58,406	61,339	62,920	65,395	70,283

**32 T**

<i>Hour</i>	27.76	29.11	30.63	31.44	32.44	34.75
<i>Annual</i>	57,741	60,549	63,710	65,395	67,475	72,280

**32-A T**

<i>Hour</i>	28.32	29.74	31.16	31.97	32.99	35.39
<i>Annual</i>	58,906	61,859	64,813	66,498	68,619	73,611

**33 T**

<i>Hour</i>	29.34	30.29	31.39	32.62	33.86	36.39
<i>Annual</i>	61,027	63,003	65,291	67,850	70,429	75,691

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective JANUARY 14, 2020**  
**If performance-based criteria NOT met in 2019**

<b>RANGE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>15 T</b>										
<b>Hour</b>	15.82	16.49	17.26	18.01	18.83	19.60	20.43	20.83	21.13	22.87
<b>Annual</b>	32,906	34,299	35,901	37,461	39,166	40,768	42,494	43,326	43,950	47,570
<b>16 T</b>										
<b>Hour</b>	16.09	16.81	17.52	18.32	19.12	20.06	20.84	21.13	21.51	23.18
<b>Annual</b>	33,467	34,965	36,442	38,106	39,770	41,725	43,347	43,950	44,741	48,214
<b>17 T</b>										
<b>Hour</b>	16.35	17.05	17.80	18.58	19.45	20.34	21.18	21.51	21.81	23.46
<b>Annual</b>	34,008	35,464	37,024	38,646	40,456	42,307	44,054	44,741	45,365	48,797
<b>18 T</b>										
<b>Hour</b>	16.72	17.38	18.24	18.96	19.79	20.67	21.52	21.81	22.13	23.86
<b>Annual</b>	34,778	36,150	37,939	39,437	41,163	42,994	44,762	45,365	46,030	49,629
<b>18- A T</b>										
<b>Hour</b>	16.84	17.50	18.31	19.07	19.93	20.81	21.64	21.95	22.30	24.05
<b>Annual</b>	35,027	36,400	38,085	39,666	41,454	43,285	45,011	45,656	46,384	50,024
<b>19 T</b>										
<b>Hour</b>	16.89	17.69	18.42	19.23	20.09	20.86	21.85	22.13	22.49	24.31
<b>Annual</b>	35,131	36,795	38,314	39,998	41,787	43,389	45,448	46,030	46,779	50,565

**19-A T**

<i>Hour</i>	16.97	17.77	18.52	19.39	20.27	21.10	21.98	22.30	22.69	24.51
<i>Annual</i>	35,298	36,962	38,522	40,331	42,162	43,888	45,718	46,384	47,195	50,981

**20 T**

<i>Hour</i>	17.17	17.90	18.68	19.53	20.41	21.21	22.16	22.50	22.95	24.78
<i>Annual</i>	35,714	37,232	38,854	40,622	42,453	44,117	46,093	46,800	47,736	51,542

**20-A T**

<i>Hour</i>	17.26	18.01	18.83	19.64	20.53	21.50	22.33	22.77	23.12	25.07
<i>Annual</i>	35,901	37,461	39,166	40,851	42,702	44,720	46,446	47,362	48,090	52,146

**21 T**

<i>Hour</i>	17.45	18.25	19.02	19.89	20.76	21.61	22.54	22.95	23.41	25.30
<i>Annual</i>	36,296	37,960	39,562	41,371	43,181	44,949	46,883	47,736	48,693	52,624

**21-A T**

<i>Hour</i>	17.57	18.32	19.09	20.02	20.88	21.86	22.80	23.12	23.73	25.61
<i>Annual</i>	36,546	38,106	39,707	41,642	43,430	45,469	47,424	48,090	49,358	53,269

**22 T**

<i>Hour</i>	17.73	18.46	19.34	20.16	21.11	21.96	22.96	23.41	23.93	25.95
<i>Annual</i>	36,878	38,397	40,227	41,933	43,909	45,677	47,757	48,693	49,774	53,976

**22-A T**

<i>Hour</i>	17.84	18.57	19.45	20.33	21.45	22.30	23.28	23.75	24.27	26.30
<i>Annual</i>	37,107	38,626	40,456	42,286	44,616	46,384	48,422	49,400	50,482	54,704

**23 T**

<i>Hour</i>	17.94	18.79	19.57	20.49	21.58	22.49	23.42	23.93	24.57	26.67
<i>Annual</i>	37,315	39,083	40,706	42,619	44,886	46,779	48,714	49,774	51,106	55,474

**23-A T**

<i>Hour</i>	18.10	18.93	19.77	20.63	21.81	22.65	23.75	24.27	24.95	27.04
<i>Annual</i>	37,648	39,374	41,122	42,910	45,365	47,112	49,400	50,482	51,896	56,243

**24 T**

<i>Hour</i>	18.31	19.09	19.98	20.86	22.04	22.96	23.95	24.57	25.31	27.51
<i>Annual</i>	38,085	39,707	41,558	43,389	45,843	47,757	49,816	51,106	52,645	57,221

**24-A T**

<i>Hour</i>	18.56	19.44	20.28	21.17	22.30	23.28	24.30	24.95	25.65	27.86
<i>Annual</i>	38,605	40,435	42,182	44,034	46,384	48,422	50,544	51,896	53,352	57,949

**25 T**

<i>Hour</i>	18.93	19.75	20.62	21.58	22.50	23.47	24.59	25.31	26.11	28.28
<i>Annual</i>	39,374	41,080	42,890	44,886	46,800	48,818	51,147	52,645	54,309	58,822

**26 T**

<i>Hour</i>	19.13	20.10	21.21	22.14	23.28	24.29	25.47	26.13	26.90	29.23
<i>Annual</i>	39,790	41,808	44,117	46,051	48,422	50,523	52,978	54,350	55,952	60,798

**27 T**

<i>Hour</i>	19.49	20.53	21.66	22.82	23.93	25.03	26.15	26.90	27.84	30.09
<i>Annual</i>	40,539	42,702	45,053	47,466	49,774	52,062	54,392	55,952	57,907	62,587

<b>28 T</b>						
<i>Hour</i>	24.66	25.82	26.91	27.84	28.74	31.15
<i>Annual</i>	51,293	53,706	55,973	57,907	59,779	64,792
<b>28-A T</b>						
<i>Hour</i>	25.03	26.15	27.34	28.22	29.45	31.99
<i>Annual</i>	52,062	54,392	56,867	58,698	61,256	66,539
<b>29 T</b>						
<i>Hour</i>	25.52	26.62	27.89	28.74	29.78	32.07
<i>Annual</i>	53,082	55,370	58,011	59,779	61,942	66,706
<b>29-A T</b>						
<i>Hour</i>	25.83	26.98	28.35	29.12	30.32	32.74
<i>Annual</i>	53,726	56,118	58,968	60,570	63,066	68,099
<b>30 T</b>						
<i>Hour</i>	26.32	27.61	28.93	29.78	30.70	33.26
<i>Annual</i>	54,746	57,429	60,174	61,942	63,856	69,181
<b>30-A T</b>						
<i>Hour</i>	26.62	27.89	29.31	30.32	31.36	33.81
<i>Annual</i>	55,370	58,011	60,965	63,066	65,229	70,325
<b>31 T</b>						
<i>Hour</i>	27.24	28.50	29.93	30.70	31.91	34.30
<i>Annual</i>	56,659	59,280	62,254	63,856	66,373	71,344

**32 T**

*Hour*

28.18 29.55 31.09 31.91 32.93 35.27

*Annual*

58,614 61,464 64,667 66,373 68,494 73,362

**32-A T**

*Hour*

28.74 30.19 31.63 32.45 33.48 35.92

*Annual*

59,779 62,795 65,790 67,496 69,638 74,714

**33 T**

*Hour*

29.78 30.74 31.86 33.11 34.37 36.94

*Annual*

61,942 63,939 66,269 68,869 71,490 76,835

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective JANUARY 14, 2020**  
**If performance-based criteria met in 2019**

<b>RANGE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>15 T</b>										
<b>Hour</b>	15.90	16.58	17.34	18.09	18.92	19.70	20.53	20.93	21.24	22.98
<b>Annual</b>	33,072	34,486	36,067	37,627	39,354	40,976	42,702	43,534	44,179	47,798
<b>16 T</b>										
<b>Hour</b>	16.17	16.89	17.61	18.41	19.22	20.16	20.94	21.24	21.61	23.30
<b>Annual</b>	33,634	35,131	36,629	38,293	39,978	41,933	43,555	44,179	44,949	48,464
<b>17 T</b>										
<b>Hour</b>	16.43	17.14	17.89	18.68	19.54	20.44	21.29	21.61	21.92	23.57
<b>Annual</b>	34,174	35,651	37,211	38,854	40,643	42,515	44,283	44,949	45,594	49,026
<b>18 T</b>										
<b>Hour</b>	16.80	17.46	18.33	19.05	19.89	20.77	21.62	21.92	22.24	23.98
<b>Annual</b>	34,944	36,317	38,126	39,624	41,371	43,202	44,970	45,594	46,259	49,878
<b>18- A T</b>										
<b>Hour</b>	16.92	17.58	18.40	19.17	20.03	20.91	21.75	22.06	22.41	24.16
<b>Annual</b>	35,194	36,566	38,272	39,874	41,662	43,493	45,240	45,885	46,613	50,253
<b>19 T</b>										
<b>Hour</b>	16.97	17.78	18.51	19.33	20.19	20.96	21.96	22.24	22.60	24.43
<b>Annual</b>	35,298	36,982	38,501	40,206	41,995	43,597	45,677	46,259	47,008	50,814



**19-A T**

<b>Hour</b>	17.05	17.86	18.62	19.48	20.37	21.21	22.09	22.41	22.80	24.63
<b>Annual</b>	35,464	37,149	38,730	40,518	42,370	44,117	45,947	46,613	47,424	51,230

**20 T**

<b>Hour</b>	17.26	17.99	18.77	19.62	20.51	21.32	22.27	22.61	23.06	24.90
<b>Annual</b>	35,901	37,419	39,042	40,810	42,661	44,346	46,322	47,029	47,965	51,792

**20-A T**

<b>Hour</b>	17.34	18.09	18.92	19.74	20.63	21.60	22.44	22.88	23.24	25.19
<b>Annual</b>	36,067	37,627	39,354	41,059	42,910	44,928	46,675	47,590	48,339	52,395

**21 T**

<b>Hour</b>	17.53	18.34	19.11	19.99	20.86	21.72	22.65	23.06	23.52	25.43
<b>Annual</b>	36,462	38,147	39,749	41,579	43,389	45,178	47,112	47,965	48,922	52,894

**21-A T**

<b>Hour</b>	17.66	18.41	19.19	20.11	20.98	21.97	22.91	23.24	23.85	25.73
<b>Annual</b>	36,733	38,293	39,915	41,829	43,638	45,698	47,653	48,339	49,608	53,518

**22 T**

<b>Hour</b>	17.82	18.55	19.43	20.26	21.22	22.07	23.07	23.52	24.05	26.08
<b>Annual</b>	37,066	38,584	40,414	42,141	44,138	45,906	47,986	48,922	50,024	54,246

**22-A T**

<b>Hour</b>	17.93	18.67	19.54	20.43	21.55	22.41	23.40	23.87	24.39	26.43
<b>Annual</b>	37,294	38,834	40,643	42,494	44,824	46,613	48,672	49,650	50,731	54,974

**23 T**

<b>Hour</b>	18.02	18.88	19.67	20.59	21.69	22.60	23.53	24.05	24.69	26.81
<b>Annual</b>	37,482	39,270	40,914	42,827	45,115	47,008	48,942	50,024	51,355	55,765

**23-A T**

<b>Hour</b>	18.19	19.02	19.87	20.74	21.92	22.77	23.87	24.39	25.07	27.17
<b>Annual</b>	37,835	39,562	41,330	43,139	45,594	47,362	49,650	50,731	52,146	56,514

**24 T**

<b>Hour</b>	18.40	19.19	20.07	20.96	22.14	23.07	24.07	24.69	25.44	27.64
<b>Annual</b>	38,272	39,915	41,746	43,597	46,051	47,986	50,066	51,355	52,915	57,491

**24-A T**

<b>Hour</b>	18.66	19.53	20.38	21.28	22.41	23.40	24.42	25.07	25.78	28.00
<b>Annual</b>	38,813	40,622	42,390	44,262	46,613	48,672	50,794	52,146	53,622	58,240

**25 T**

<b>Hour</b>	19.02	19.85	20.73	21.69	22.61	23.58	24.71	25.44	26.23	28.42
<b>Annual</b>	39,562	41,288	43,118	45,115	47,029	49,046	51,397	52,915	54,558	59,114

**26 T**

<b>Hour</b>	19.23	20.20	21.32	22.25	23.40	24.41	25.59	26.25	27.03	29.38
<b>Annual</b>	39,998	42,016	44,346	46,280	48,672	50,773	53,227	54,600	56,222	61,110

**27 T**

<b>Hour</b>	19.58	20.63	21.77	22.93	24.05	25.15	26.28	27.03	27.98	30.24
<b>Annual</b>	40,726	42,910	45,282	47,694	50,024	52,312	54,662	56,222	58,198	62,899

<b>28 T</b>						
<i>Hour</i>	24.79	25.95	27.04	27.98	28.89	31.30
<i>Annual</i>	51,563	53,976	56,243	58,198	60,091	65,104
<b>28-A T</b>						
<i>Hour</i>	25.15	26.28	27.48	28.36	29.59	32.15
<i>Annual</i>	52,312	54,662	57,158	58,989	61,547	66,872
<b>29 T</b>						
<i>Hour</i>	25.64	26.75	28.03	28.89	29.93	32.23
<i>Annual</i>	53,331	55,640	58,302	60,091	62,254	67,038
<b>29-A T</b>						
<i>Hour</i>	25.96	27.11	28.49	29.26	30.47	32.91
<i>Annual</i>	53,997	56,389	59,259	60,861	63,378	68,453
<b>30 T</b>						
<i>Hour</i>	26.45	27.74	29.07	29.93	30.86	33.43
<i>Annual</i>	55,016	57,699	60,466	62,254	64,189	69,534
<b>30-A T</b>						
<i>Hour</i>	26.75	28.03	29.46	30.47	31.52	33.98
<i>Annual</i>	55,640	58,302	61,277	63,378	65,562	70,678
<b>31 T</b>						
<i>Hour</i>	27.38	28.64	30.08	30.86	32.07	34.47
<i>Annual</i>	56,950	59,571	62,566	64,189	66,706	71,698

<b>32 T</b>						
<i>Hour</i>	28.32	29.69	31.24	32.07	33.09	35.45
<i>Annual</i>	58,906	61,755	64,979	66,706	68,827	73,736
<b>32-A T</b>						
<i>Hour</i>	28.89	30.33	31.78	32.61	33.65	36.10
<i>Annual</i>	60,091	63,086	66,102	67,829	69,992	75,088
<b>33 T</b>						
<i>Hour</i>	29.93	30.90	32.02	33.27	34.54	37.12
<i>Annual</i>	62,254	64,272	66,602	69,202	71,843	77,210

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective JANUARY 14, 2021**  
**If performance-based criteria NOT met in 2019 or 2020**

<b>RANGE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>15 T</b>										
<i>Hour</i>	16.06	16.74	17.52	18.28	19.11	19.89	20.74	21.14	21.45	23.21
<i>Annual</i>	33,405	34,819	36,442	38,022	39,749	41,371	43,139	43,971	44,616	48,277
<b>16 T</b>										
<i>Hour</i>	16.33	17.06	17.78	18.59	19.41	20.36	21.15	21.45	21.83	23.53
<i>Annual</i>	33,966	35,485	36,982	38,667	40,373	42,349	43,992	44,616	45,406	48,942
<b>17 T</b>										
<i>Hour</i>	16.60	17.31	18.07	18.86	19.74	20.65	21.50	21.83	22.14	23.81
<i>Annual</i>	34,528	36,005	37,586	39,229	41,059	42,952	44,720	45,406	46,051	49,525
<b>18 T</b>										
<i>Hour</i>	16.97	17.64	18.51	19.24	20.09	20.98	21.84	22.14	22.46	24.22
<i>Annual</i>	35,298	36,691	38,501	40,019	41,787	43,638	45,427	46,051	46,717	50,378
<b>18- A T</b>										
<i>Hour</i>	17.09	17.76	18.58	19.36	20.23	21.12	21.96	22.28	22.63	24.41
<i>Annual</i>	35,547	36,941	38,646	40,269	42,078	43,930	45,677	46,342	47,070	50,773
<b>19 T</b>										
<i>Hour</i>	17.14	17.96	18.70	19.52	20.39	21.17	22.18	22.46	22.83	24.67
<i>Annual</i>	35,651	37,357	38,896	40,602	42,411	44,034	46,134	46,717	47,486	51,314
<b>19-A T</b>										
<i>Hour</i>	17.22	18.04	18.80	19.68	20.57	21.42	22.31	22.63	23.03	24.88
<i>Annual</i>	35,818	37,523	39,104	40,934	42,786	44,554	46,405	47,070	47,902	51,750
<b>20 T</b>										
<i>Hour</i>	17.43	18.17	18.96	19.82	20.72	21.53	22.49	22.84	23.29	25.15
<i>Annual</i>	36,254	37,794	39,437	41,226	43,098	44,782	46,779	47,507	48,443	52,312
<b>20-A T</b>										
<i>Hour</i>	17.52	18.28	19.11	19.93	20.84	21.82	22.66	23.11	23.47	25.45
<i>Annual</i>	36,442	38,022	39,749	41,454	43,347	45,386	47,133	48,069	48,818	52,936

**21 T**

<b>Hour</b>	17.71	18.52	19.31	20.19	21.07	21.93	22.88	23.29	23.76	25.68
<b>Annual</b>	36,837	38,522	40,165	41,995	43,826	45,614	47,590	48,443	49,421	53,414

**21-A T**

<b>Hour</b>	17.83	18.59	19.38	20.32	21.19	22.19	23.14	23.47	24.09	25.99
<b>Annual</b>	37,086	38,667	40,310	42,266	44,075	46,155	48,131	48,818	50,107	54,059

**22 T**

<b>Hour</b>	18.00	18.74	19.63	20.46	21.43	22.29	23.30	23.76	24.29	26.34
<b>Annual</b>	37,440	38,979	40,830	42,557	44,574	46,363	48,464	49,421	50,523	54,787

**22-A T**

<b>Hour</b>	18.11	18.85	19.74	20.63	21.77	22.63	23.63	24.11	24.63	26.69
<b>Annual</b>	37,669	39,208	41,059	42,910	45,282	47,070	49,150	50,149	51,230	55,515

**23 T**

<b>Hour</b>	18.21	19.07	19.86	20.80	21.90	22.83	23.77	24.29	24.94	27.07
<b>Annual</b>	37,877	39,666	41,309	43,264	45,552	47,486	49,442	50,523	51,875	56,306

**23-A T**

<b>Hour</b>	18.37	19.21	20.07	20.94	22.14	22.99	24.11	24.63	25.32	27.45
<b>Annual</b>	38,210	39,957	41,746	43,555	46,051	47,819	50,149	51,230	52,666	57,096

**24 T**

<b>Hour</b>	18.58	19.38	20.28	21.17	22.37	23.30	24.31	24.94	25.69	27.92
<b>Annual</b>	38,646	40,310	42,182	44,034	46,530	48,464	50,565	51,875	53,435	58,074

**24-A T**

<b>Hour</b>	18.84	19.73	20.58	21.49	22.63	23.63	24.66	25.32	26.03	28.28
<b>Annual</b>	39,187	41,038	42,806	44,699	47,070	49,150	51,293	52,666	54,142	58,822

**25 T**

<b>Hour</b>	19.21	20.05	20.93	21.90	22.84	23.82	24.96	25.69	26.50	28.70
<b>Annual</b>	39,957	41,704	43,534	45,552	47,507	49,546	51,917	53,435	55,120	59,696

**26 T**

<b>Hour</b>	19.42	20.40	21.53	22.47	23.63	24.65	25.85	26.52	27.30	29.67
<b>Annual</b>	40,394	42,432	44,782	46,738	49,150	51,272	53,768	55,162	56,784	61,714

**27 T**

<i>Hour</i>	19.78	20.84	21.98	23.16	24.29	25.41	26.54	27.30	28.26	30.54
<i>Annual</i>	41,142	43,347	45,718	48,173	50,523	52,853	55,203	56,784	58,781	63,523
<b>28 T</b>										
<i>Hour</i>					25.03	26.21	27.31	28.26	29.17	31.62
<i>Annual</i>					52,062	54,517	56,805	58,781	60,674	65,770
<b>28-A T</b>										
<i>Hour</i>					25.41	26.54	27.75	28.64	29.89	32.47
<i>Annual</i>					52,853	55,203	57,720	59,571	62,171	67,538
<b>29 T</b>										
<i>Hour</i>					25.90	27.02	28.31	29.17	30.23	32.55
<i>Annual</i>					53,872	56,202	58,885	60,674	62,878	67,704
<b>29-A T</b>										
<i>Hour</i>					26.22	27.38	28.78	29.56	30.77	33.23
<i>Annual</i>					54,538	56,950	59,862	61,485	64,002	69,118
<b>30 T</b>										
<i>Hour</i>					26.71	28.02	29.36	30.23	31.16	33.76
<i>Annual</i>					55,557	58,282	61,069	62,878	64,813	70,221
<b>30-A T</b>										
<i>Hour</i>					27.02	28.31	29.75	30.77	31.83	34.32
<i>Annual</i>					56,202	58,885	61,880	64,002	66,206	71,386
<b>31 T</b>										
<i>Hour</i>					27.65	28.93	30.38	31.16	32.39	34.81
<i>Annual</i>					57,512	60,174	63,190	64,813	67,371	72,405
<b>32 T</b>										
<i>Hour</i>					28.60	29.99	31.56	32.39	33.42	35.80
<i>Annual</i>					59,488	62,379	65,645	67,371	69,514	74,464
<b>32-A T</b>										
<i>Hour</i>					29.17	30.64	32.10	32.94	33.98	36.46
<i>Annual</i>					60,674	63,731	66,768	68,515	70,678	75,837
<b>33 T</b>										
<i>Hour</i>					30.23	31.20	32.34	33.61	34.89	37.49
<i>Annual</i>					62,878	64,896	67,267	69,909	72,571	77,979

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective JANUARY 14, 2021**

**If performance-based criteria met in 2020 but NOT met in 2019**

<b>RANGE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>15 T</b>										
<b>Hour</b>	16.14	16.82	17.61	18.37	19.21	19.99	20.84	21.25	21.55	23.33
<b>Annual</b>	33,571	34,986	36,629	38,210	39,957	41,579	43,347	44,200	44,824	48,526
<b>16 T</b>										
<b>Hour</b>	16.41	17.15	17.87	18.69	19.50	20.46	21.26	21.55	21.94	23.64
<b>Annual</b>	34,133	35,672	37,170	38,875	40,560	42,557	44,221	44,824	45,635	49,171
<b>17 T</b>										
<b>Hour</b>	16.68	17.39	18.16	18.95	19.84	20.75	21.60	21.94	22.25	23.93
<b>Annual</b>	34,694	36,171	37,773	39,416	41,267	43,160	44,928	45,635	46,280	49,774
<b>18 T</b>										
<b>Hour</b>	17.05	17.73	18.60	19.34	20.19	21.08	21.95	22.25	22.57	24.34
<b>Annual</b>	35,464	36,878	38,688	40,227	41,995	43,846	45,656	46,280	46,946	50,627
<b>18- A T</b>										
<b>Hour</b>	17.18	17.85	18.68	19.45	20.33	21.23	22.07	22.39	22.75	24.53
<b>Annual</b>	35,734	37,128	38,854	40,456	42,286	44,158	45,906	46,571	47,320	51,022
<b>19 T</b>										
<b>Hour</b>	17.23	18.04	18.79	19.61	20.49	21.28	22.29	22.57	22.94	24.80
<b>Annual</b>	35,838	37,523	39,083	40,789	42,619	44,262	46,363	46,946	47,715	51,584
<b>19-A T</b>										
<b>Hour</b>	17.31	18.13	18.89	19.78	20.68	21.52	22.42	22.75	23.14	25.00
<b>Annual</b>	36,005	37,710	39,291	41,142	43,014	44,762	46,634	47,320	48,131	52,000
<b>20 T</b>										
<b>Hour</b>	17.51	18.26	19.05	19.92	20.82	21.63	22.60	22.95	23.41	25.28
<b>Annual</b>	36,421	37,981	39,624	41,434	43,306	44,990	47,008	47,736	48,693	52,582
<b>20-A T</b>										
<b>Hour</b>	17.61	18.37	19.21	20.03	20.94	21.93	22.78	23.23	23.58	25.57
<b>Annual</b>	36,629	38,210	39,957	41,662	43,555	45,614	47,382	48,318	49,046	53,186



**21 T**

<b>Hour</b>	17.80	18.62	19.40	20.29	21.18	22.04	22.99	23.41	23.88	25.81
<b>Annual</b>	37,024	38,730	40,352	42,203	44,054	45,843	47,819	48,693	49,670	53,685

**21-A T**

<b>Hour</b>	17.92	18.69	19.47	20.42	21.30	22.30	23.26	23.58	24.20	26.12
<b>Annual</b>	37,274	38,875	40,498	42,474	44,304	46,384	48,381	49,046	50,336	54,330

**22 T**

<b>Hour</b>	18.08	18.83	19.73	20.56	21.53	22.40	23.42	23.88	24.41	26.47
<b>Annual</b>	37,606	39,166	41,038	42,765	44,782	46,592	48,714	49,670	50,773	55,058

**22-A T**

<b>Hour</b>	18.20	18.94	19.84	20.74	21.88	22.75	23.75	24.23	24.76	26.83
<b>Annual</b>	37,856	39,395	41,267	43,139	45,510	47,320	49,400	50,398	51,501	55,806

**23 T**

<b>Hour</b>	18.30	19.17	19.96	20.90	22.01	22.94	23.89	24.41	25.06	27.20
<b>Annual</b>	38,064	39,874	41,517	43,472	45,781	47,715	49,691	50,773	52,125	56,576

**23-A T**

<b>Hour</b>	18.46	19.31	20.17	21.04	22.25	23.10	24.23	24.76	25.45	27.58
<b>Annual</b>	38,397	40,165	41,954	43,763	46,280	48,048	50,398	51,501	52,936	57,366

**24 T**

<b>Hour</b>	18.68	19.47	20.38	21.28	22.48	23.42	24.43	25.06	25.82	28.06
<b>Annual</b>	38,854	40,498	42,390	44,262	46,758	48,714	50,814	52,125	53,706	58,365

**24-A T**

<b>Hour</b>	18.93	19.83	20.69	21.59	22.75	23.75	24.79	25.45	26.16	28.42
<b>Annual</b>	39,374	41,246	43,035	44,907	47,320	49,400	51,563	52,936	54,413	59,114

**25 T**

<b>Hour</b>	19.31	20.15	21.03	22.01	22.95	23.94	25.08	25.82	26.63	28.85
<b>Annual</b>	40,165	41,912	43,742	45,781	47,736	49,795	52,166	53,706	55,390	60,008

**26 T**

<b>Hour</b>	19.51	20.50	21.63	22.58	23.75	24.78	25.98	26.65	27.44	29.81
<b>Annual</b>	40,581	42,640	44,990	46,966	49,400	51,542	54,038	55,432	57,075	62,005

**27 T**

<i>Hour</i>	19.88	20.94	22.09	23.28	24.41	25.53	26.67	27.44	28.40	30.69
<i>Annual</i>	41,350	43,555	45,947	48,422	50,773	53,102	55,474	57,075	59,072	63,835
<b>28 T</b>										
<i>Hour</i>					25.15	26.34	27.45	28.40	29.31	31.77
<i>Annual</i>					52,312	54,787	57,096	59,072	60,965	66,082
<b>28-A T</b>										
<i>Hour</i>					25.53	26.67	27.89	28.78	30.04	32.63
<i>Annual</i>					53,102	55,474	58,011	59,862	62,483	67,870
<b>29 T</b>										
<i>Hour</i>					26.03	27.15	28.45	29.31	30.38	32.71
<i>Annual</i>					54,142	56,472	59,176	60,965	63,190	68,037
<b>29-A T</b>										
<i>Hour</i>					26.35	27.52	28.92	29.70	30.93	33.39
<i>Annual</i>					54,808	57,242	60,154	61,776	64,334	69,451
<b>30 T</b>										
<i>Hour</i>					26.85	28.16	29.51	30.38	31.31	33.93
<i>Annual</i>					55,848	58,573	61,381	63,190	65,125	70,574
<b>30-A T</b>										
<i>Hour</i>					27.15	28.45	29.90	30.93	31.99	34.49
<i>Annual</i>					56,472	59,176	62,192	64,334	66,539	71,739
<b>31 T</b>										
<i>Hour</i>					27.78	29.07	30.53	31.31	32.55	34.99
<i>Annual</i>					57,782	60,466	63,502	65,125	67,704	72,779
<b>32 T</b>										
<i>Hour</i>					28.74	30.14	31.71	32.55	33.59	35.98
<i>Annual</i>					59,779	62,691	65,957	67,704	69,867	74,838
<b>32-A T</b>										
<i>Hour</i>					29.31	30.79	32.26	33.10	34.15	36.64
<i>Annual</i>					60,965	64,043	67,101	68,848	71,032	76,211
<b>33 T</b>										
<i>Hour</i>					30.38	31.35	32.50	33.77	35.06	37.68
<i>Annual</i>					63,190	65,208	67,600	70,242	72,925	78,374

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective JANUARY 14, 2021**  
**If performance-based criteria met in 2019 but NOT met in 2020**

<b>RANGE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>15 T</b>										
<i>Hour</i>	16.14	16.83	17.60	18.36	19.20	20.00	20.84	21.24	21.56	23.32
<i>Annual</i>	33,571	35,006	36,608	38,189	39,936	41,600	43,347	44,179	44,845	48,506
<b>16 T</b>										
<i>Hour</i>	16.41	17.14	17.87	18.69	19.51	20.46	21.25	21.56	21.93	23.65
<i>Annual</i>	34,133	35,651	37,170	38,875	40,581	42,557	44,200	44,845	45,614	49,192
<b>17 T</b>										
<i>Hour</i>	16.68	17.40	18.16	18.96	19.83	20.75	21.61	21.93	22.25	23.92
<i>Annual</i>	34,694	36,192	37,773	39,437	41,246	43,160	44,949	45,614	46,280	49,754
<b>18 T</b>										
<i>Hour</i>	17.05	17.72	18.60	19.34	20.19	21.08	21.94	22.25	22.57	24.34
<i>Annual</i>	35,464	36,858	38,688	40,227	41,995	43,846	45,635	46,280	46,946	50,627
<b>18- A T</b>										
<i>Hour</i>	17.17	17.84	18.68	19.46	20.33	21.22	22.08	22.39	22.75	24.52
<i>Annual</i>	35,714	37,107	38,854	40,477	42,286	44,138	45,926	46,571	47,320	51,002
<b>19 T</b>										
<i>Hour</i>	17.22	18.05	18.79	19.62	20.49	21.27	22.29	22.57	22.94	24.80
<i>Annual</i>	35,818	37,544	39,083	40,810	42,619	44,242	46,363	46,946	47,715	51,584
<b>19-A T</b>										
<i>Hour</i>	17.31	18.13	18.90	19.77	20.68	21.53	22.42	22.75	23.14	25.00
<i>Annual</i>	36,005	37,710	39,312	41,122	43,014	44,782	46,634	47,320	48,131	52,000
<b>20 T</b>										
<i>Hour</i>	17.52	18.26	19.05	19.91	20.82	21.64	22.60	22.95	23.41	25.27
<i>Annual</i>	36,442	37,981	39,624	41,413	43,306	45,011	47,008	47,736	48,693	52,562
<b>20-A T</b>										
<i>Hour</i>	17.60	18.36	19.20	20.04	20.94	21.92	22.78	23.22	23.59	25.57
<i>Annual</i>	36,608	38,189	39,936	41,683	43,555	45,594	47,382	48,298	49,067	53,186

<b>21 T</b>										
<b>Hour</b>	17.79	18.62	19.40	20.29	21.17	22.05	22.99	23.41	23.87	25.81
<b>Annual</b>	37,003	38,730	40,352	42,203	44,034	45,864	47,819	48,693	49,650	53,685
<b>21-A T</b>										
<b>Hour</b>	17.92	18.69	19.48	20.41	21.29	22.30	23.25	23.59	24.21	26.12
<b>Annual</b>	37,274	38,875	40,518	42,453	44,283	46,384	48,360	49,067	50,357	54,330
<b>22 T</b>										
<b>Hour</b>	18.09	18.83	19.72	20.56	21.54	22.40	23.42	23.87	24.41	26.47
<b>Annual</b>	37,627	39,166	41,018	42,765	44,803	46,592	48,714	49,650	50,773	55,058
<b>22-A T</b>										
<b>Hour</b>	18.20	18.95	19.83	20.74	21.87	22.75	23.75	24.23	24.76	26.83
<b>Annual</b>	37,856	39,416	41,246	43,139	45,490	47,320	49,400	50,398	51,501	55,806
<b>23 T</b>										
<b>Hour</b>	18.29	19.16	19.97	20.90	22.02	22.94	23.88	24.41	25.06	27.21
<b>Annual</b>	38,043	39,853	41,538	43,472	45,802	47,715	49,670	50,773	52,125	56,597
<b>23-A T</b>										
<b>Hour</b>	18.46	19.31	20.17	21.05	22.25	23.11	24.23	24.76	25.45	27.58
<b>Annual</b>	38,397	40,165	41,954	43,784	46,280	48,069	50,398	51,501	52,936	57,366
<b>24 T</b>										
<b>Hour</b>	18.68	19.48	20.37	21.27	22.47	23.42	24.43	25.06	25.82	28.05
<b>Annual</b>	38,854	40,518	42,370	44,242	46,738	48,714	50,814	52,125	53,706	58,344
<b>24-A T</b>										
<b>Hour</b>	18.94	19.82	20.69	21.60	22.75	23.75	24.79	25.45	26.17	28.42
<b>Annual</b>	39,395	41,226	43,035	44,928	47,320	49,400	51,563	52,936	54,434	59,114
<b>25 T</b>										
<b>Hour</b>	19.31	20.15	21.04	22.02	22.95	23.93	25.08	25.82	26.62	28.85
<b>Annual</b>	40,165	41,912	43,763	45,802	47,736	49,774	52,166	53,706	55,370	60,008
<b>26 T</b>										
<b>Hour</b>	19.52	20.50	21.64	22.58	23.75	24.78	25.97	26.64	27.44	29.82
<b>Annual</b>	40,602	42,640	45,011	46,966	49,400	51,542	54,018	55,411	57,075	62,026
<b>27 T</b>										
<b>Hour</b>	19.87	20.94	22.10	23.27	24.41	25.53	26.67	27.44	28.40	30.69
<b>Annual</b>	41,330	43,555	45,968	48,402	50,773	53,102	55,474	57,075	59,072	63,835

<b>28 T</b>						
<i>Hour</i>	25.16	26.34	27.45	28.40	29.32	31.77
<i>Annual</i>	52,333	54,787	57,096	59,072	60,986	66,082
<b>28-A T</b>						
<i>Hour</i>	25.53	26.67	27.89	28.79	30.03	32.63
<i>Annual</i>	53,102	55,474	58,011	59,883	62,462	67,870
<b>29 T</b>						
<i>Hour</i>	26.02	27.15	28.45	29.32	30.38	32.71
<i>Annual</i>	54,122	56,472	59,176	60,986	63,190	68,037
<b>29-A T</b>						
<i>Hour</i>	26.35	27.52	28.92	29.70	30.93	33.40
<i>Annual</i>	54,808	57,242	60,154	61,776	64,334	69,472
<b>30 T</b>						
<i>Hour</i>	26.85	28.16	29.51	30.38	31.32	33.93
<i>Annual</i>	55,848	58,573	61,381	63,190	65,146	70,574
<b>30-A T</b>						
<i>Hour</i>	27.15	28.45	29.90	30.93	31.99	34.49
<i>Annual</i>	56,472	59,176	62,192	64,334	66,539	71,739
<b>31 T</b>						
<i>Hour</i>	27.79	29.07	30.53	31.32	32.55	34.99
<i>Annual</i>	57,803	60,466	63,502	65,146	67,704	72,779
<b>32 T</b>						
<i>Hour</i>	28.74	30.14	31.71	32.55	33.59	35.98
<i>Annual</i>	59,779	62,691	65,957	67,704	69,867	74,838
<b>32-A T</b>						
<i>Hour</i>	29.32	30.78	32.26	33.10	34.15	36.64
<i>Annual</i>	60,986	64,022	67,101	68,848	71,032	76,211
<b>33 T</b>						
<i>Hour</i>	30.38	31.36	32.50	33.77	35.06	37.68
<i>Annual</i>	63,190	65,229	67,600	70,242	72,925	78,374

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective JANUARY 14, 2021**  
**If performance-based criteria met in both 2019 and 2020**

<b>RANGE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>15 T</b>										
<b>Hour</b>	16.22	16.91	17.69	18.45	19.30	20.09	20.94	21.35	21.66	23.44
<b>Annual</b>	33,738	35,173	36,795	38,376	40,144	41,787	43,555	44,408	45,053	48,755
<b>16 T</b>										
<b>Hour</b>	16.49	17.23	17.96	18.78	19.60	20.56	21.36	21.66	22.04	23.77
<b>Annual</b>	34,299	35,838	37,357	39,062	40,768	42,765	44,429	45,053	45,843	49,442
<b>17 T</b>										
<b>Hour</b>	16.76	17.48	18.25	19.05	19.93	20.85	21.72	22.04	22.36	24.04
<b>Annual</b>	34,861	36,358	37,960	39,624	41,454	43,368	45,178	45,843	46,509	50,003
<b>18 T</b>										
<b>Hour</b>	17.14	17.81	18.70	19.43	20.29	21.19	22.05	22.36	22.68	24.46
<b>Annual</b>	35,651	37,045	38,896	40,414	42,203	44,075	45,864	46,509	47,174	50,877
<b>18- A T</b>										
<b>Hour</b>	17.26	17.93	18.77	19.55	20.43	21.33	22.19	22.50	22.86	24.64
<b>Annual</b>	35,901	37,294	39,042	40,664	42,494	44,366	46,155	46,800	47,549	51,251
<b>19 T</b>										
<b>Hour</b>	17.31	18.14	18.88	19.72	20.59	21.38	22.40	22.68	23.05	24.92
<b>Annual</b>	36,005	37,731	39,270	41,018	42,827	44,470	46,592	47,174	47,944	51,834
<b>19-A T</b>										
<b>Hour</b>	17.39	18.22	18.99	19.87	20.78	21.63	22.53	22.86	23.26	25.12
<b>Annual</b>	36,171	37,898	39,499	41,330	43,222	44,990	46,862	47,549	48,381	52,250
<b>20 T</b>										
<b>Hour</b>	17.61	18.35	19.15	20.01	20.92	21.75	22.72	23.06	23.52	25.40
<b>Annual</b>	36,629	38,168	39,832	41,621	43,514	45,240	47,258	47,965	48,922	52,832
<b>20-A T</b>										
<b>Hour</b>	17.69	18.45	19.30	20.13	21.04	22.03	22.89	23.34	23.70	25.69
<b>Annual</b>	36,795	38,376	40,144	41,870	43,763	45,822	47,611	48,547	49,296	53,435

**21 T**

<b>Hour</b>	17.88	18.71	19.49	20.39	21.28	22.15	23.10	23.52	23.99	25.94
<b>Annual</b>	37,190	38,917	40,539	42,411	44,262	46,072	48,048	48,922	49,899	53,955

**21-A T**

<b>Hour</b>	18.01	18.78	19.57	20.51	21.40	22.41	23.37	23.70	24.33	26.24
<b>Annual</b>	37,461	39,062	40,706	42,661	44,512	46,613	48,610	49,296	50,606	54,579

**22 T**

<b>Hour</b>	18.18	18.92	19.82	20.67	21.64	22.51	23.53	23.99	24.53	26.60
<b>Annual</b>	37,814	39,354	41,226	42,994	45,011	46,821	48,942	49,899	51,022	55,328

**22-A T**

<b>Hour</b>	18.29	19.04	19.93	20.84	21.98	22.86	23.87	24.35	24.88	26.96
<b>Annual</b>	38,043	39,603	41,454	43,347	45,718	47,549	49,650	50,648	51,750	56,077

**23 T**

<b>Hour</b>	18.38	19.26	20.06	21.00	22.12	23.05	24.00	24.53	25.18	27.35
<b>Annual</b>	38,230	40,061	41,725	43,680	46,010	47,944	49,920	51,022	52,374	56,888

**23-A T**

<b>Hour</b>	18.55	19.40	20.27	21.15	22.36	23.23	24.35	24.88	25.57	27.71
<b>Annual</b>	38,584	40,352	42,162	43,992	46,509	48,318	50,648	51,750	53,186	57,637

**24 T**

<b>Hour</b>	18.77	19.57	20.47	21.38	22.58	23.53	24.55	25.18	25.95	28.19
<b>Annual</b>	39,042	40,706	42,578	44,470	46,966	48,942	51,064	52,374	53,976	58,635

**24-A T**

<b>Hour</b>	19.03	19.92	20.79	21.71	22.86	23.87	24.91	25.57	26.30	28.56
<b>Annual</b>	39,582	41,434	43,243	45,157	47,549	49,650	51,813	53,186	54,704	59,405

**25 T**

<b>Hour</b>	19.40	20.25	21.14	22.12	23.06	24.05	25.20	25.95	26.75	28.99
<b>Annual</b>	40,352	42,120	43,971	46,010	47,965	50,024	52,416	53,976	55,640	60,299

**26 T**

<b>Hour</b>	19.61	20.60	21.75	22.70	23.87	24.90	26.10	26.78	27.57	29.97
<b>Annual</b>	40,789	42,848	45,240	47,216	49,650	51,792	54,288	55,702	57,346	62,338

**27 T**

<b>Hour</b>	19.97	21.04	22.21	23.39	24.53	25.65	26.81	27.57	28.54	30.84
<b>Annual</b>	41,538	43,763	46,197	48,651	51,022	53,352	55,765	57,346	59,363	64,147

<b>28 T</b>						
<i>Hour</i>	25.29	26.47	27.58	28.54	29.47	31.93
<i>Annual</i>	52,603	55,058	57,366	59,363	61,298	66,414
<b>28-A T</b>						
<i>Hour</i>	25.65	26.81	28.03	28.93	30.18	32.79
<i>Annual</i>	53,352	55,765	58,302	60,174	62,774	68,203
<b>29 T</b>						
<i>Hour</i>	26.15	27.29	28.59	29.47	30.53	32.87
<i>Annual</i>	54,392	56,763	59,467	61,298	63,502	68,370
<b>29-A T</b>						
<i>Hour</i>	26.48	27.65	29.06	29.85	31.08	33.57
<i>Annual</i>	55,078	57,512	60,445	62,088	64,646	69,826
<b>30 T</b>						
<i>Hour</i>	26.98	28.29	29.65	30.53	31.48	34.10
<i>Annual</i>	56,118	58,843	61,672	63,502	65,478	70,928
<b>30-A T</b>						
<i>Hour</i>	27.29	28.59	30.05	31.08	32.15	34.66
<i>Annual</i>	56,763	59,467	62,504	64,646	66,872	72,093
<b>31 T</b>						
<i>Hour</i>	27.93	29.21	30.68	31.48	32.71	35.16
<i>Annual</i>	58,094	60,757	63,814	65,478	68,037	73,133
<b>32 T</b>						
<i>Hour</i>	28.89	30.28	31.86	32.71	33.75	36.16
<i>Annual</i>	60,091	62,982	66,269	68,037	70,200	75,213
<b>32-A T</b>						
<i>Hour</i>	29.47	30.94	32.42	33.26	34.32	36.82
<i>Annual</i>	61,298	64,355	67,434	69,181	71,386	76,586
<b>33 T</b>						
<i>Hour</i>	30.53	31.52	32.66	33.94	35.23	37.86
<i>Annual</i>	63,502	65,562	67,933	70,595	73,278	78,749



### **ADDENDUM 3**

#### SECOND ADDENDUM

#### TO THE AGREEMENT BETWEEN THE CITY OF HAMILTON AND AFSCME LOCAL #475

November 1, 1989 - October 31, 1992

WHEREAS, the City of Hamilton ("City") has determined for reasons of economy and efficiency that it wishes to subcontract its residential refuse collection operation and to eliminate and abolish the bargaining unit positions related to the refuse collection operation, and;

WHEREAS, pursuant to its bargaining obligations under Chapter 4117 of the Revised Code, City representatives have met with representatives of AFSCME Local #475 ("Local 475") regarding the effects of this decision on bargaining unit employees and the parties have agreed and resolved that the following will constitute satisfaction of all legal obligations owed by the City to Local 475 for all affected bargaining unit employees:

1. The following bargaining unit employees will be afforded a transfer to other City operations as indicated in Attachment No.1 and will suffer no layoff. These transferred employees will be given City employment until the employee resigns, retires (received approval of PERS retirement) or is terminated pursuant to existing applicable collective bargaining or civil service procedures.

Gerald Beck  
Henry Bowling  
David Brown  
Lloyd Diamond  
Lee Frisch  
Terry McKinzie  
Terry Overbey

Gerald Paul  
Michael Pettit  
Donald Powell  
David Reed  
Henry Reid  
Hubert Whitehead  
Kenneth Wright

2. The following bargaining unit employees assigned to the Street Division, Sewer Division; Motor Transportation Division, Parks and Recreation Maintenance and remaining Sanitation Department employees who are not being transferred as a result of the subcontracting of the residential refuse collection operation, will not suffer a layoff until employee resigns, retires (receives approval of PERS retirement) or is terminated.

#### FLEET MAINTENANCE

Russell Abbott  
Richard Bastian  
John Buxton  
Kenneth Engle  
Charles Gfroerer  
Kirk Hubbard

Neil Myers  
Dennis Moffett  
Stephen Ormsby  
Leroy Reed  
Stephen Yeary

#### SANITATION

Stanley Bengé  
Kenneth Coffey  
Robert Leibrock  
Randall Owens

Russell Owens  
Theodore Smallwood  
Bobby Woods

#### SEWER

Jack Bowling  
Walter Seward

Robert Sutton  
Edwin Swope

STREET

Arnold Baker. Jr.  
George Barrett  
Sheridan Bowman  
Bob Boyd  
Albert Browning  
Willie Cain  
Timothy Cook  
Larry Frye  
Thomas Gundler  
Timothy Hale  
Michael Harrell  
Mike Irvine

Marvin Lamb  
Dennis McCoy  
Karl McDonald  
Lawrence Moon  
Thomas Phillips  
Jack Rye  
Danny Samples  
Robert Shoemaker  
Reginald Thompson  
Kenneth Ward  
Carl Wilson  
Charles Wyatt, Jr.

PARKS AND RECREATION

Vera Cook  
Ted Davis  
Larry Pelfrey

Paul Rowland  
Tom Savelli  
Lester Scalf

3. Affected employees, upon transfer, will not suffer a reduction in their hourly rate of pay as a result of the elimination of the residential refuse collection operation.
4. Notwithstanding any other provision of this Addendum Agreement, any employee transferred to another position under the jurisdiction of another separate and distinct collective bargaining agreement will thereafter be subject to the terms and conditions of employment as set forth in the separate labor contract in his or her new department. The City's obligations to said employees shall be limited to the terms and conditions of the applicable labor agreement. Transferred employees shall convert to the wage rate of any new position so long as the new rate is not less than the refuse rate of pay on the effective date of this Agreement.
5. For the near future, and at least through the term of this Agreement October 31, 1992, the City agrees to maintain the operation of the Refuse Transfer Station with the bargaining unit personnel. If and when this operation is eliminated, these and any other remaining Sanitation Department employees listed above in paragraph 2 will be guaranteed transfer to another City operation if the need for their position no longer exists.
6. It is understood that in consideration of the City's agreement to provide a transfer to affected employees with no loss in pay, the City shall have absolute discretion in the selection of the positions to which the affected employees shall receive transfer opportunities and the employer's decision shall be final. Furthermore, in the future, the City will have final determination regarding staffing levels and nothing in this Agreement shall limit the City's ability to reduce positions through abolishment in bargaining unit-represented areas.
7. It is the intent of the parties that the terms of this agreement between the City and Local 475 shall be irrevocable and remain in full force and effect into the collective bargaining agreement between AFSCME Local 475 and the City as an Appendix thereto and shall remain in effect during the term or terms of future collective bargaining agreements until each and every employee listed in Sections 1 and 2 ceases to be employed by the City of Hamilton.

THIS ADDENDUM AGREEMENT BETWEEN THE CITY OF HAMILTON AND AFSCME LOCAL #475 WAS SIGNED AND DATED THIS \_\_\_\_\_ DAY OF JUNE, 1991 AND SHALL BECOME EFFECTIVE JULY 1, 1991.

**FOR AFSCME LOCAL 475**

s/ Sheila A. Kyle Reno  
Sheila A. Kyle-Reno

s/ Henry L. Bowling  
Henry Bowling, President

s/ Ed Swope  
Ed Swope

s/ Bob Sutton  
Bob Sutton

s/ Stephen W. Yeary

s/ Russell Abbott

s/ \_\_\_\_\_  
Ken Wright

**FOR CITY OF HAMILTON**

s/ Hal Shepherd  
Hal Shepherd, City Manager

s/ Mike Samoviski  
Mike Samoviski, Public Works Director

\_\_\_\_\_  
Anne Wheeler, Director of Finance

s/ Bill Phelps  
Bill Phelps, Director of Parks

ATTACHMENT NO.1

FROM				TO			
	Class	Range	Step	Class	Range	Step	
Beck, G.	Refuse Coli.	19-A	4	Parks Maint. Wkr.	20	5	
Bowling, H.	Packer Trk. Opr.	21	10	Parks Maint. Wkr. I	21	10	
Brown, D.	Refuse Coli.	19-A	5	Parks Maint. Wkr.	20	5	
Diamond, L.	Refuse Coil.	19-A	3	Printer (Sch. D)	22	5	
Frisch, L.	Refuse Coil.	19-A	3	*Maint. Wkr. (Sch. F)	21	0	
McKinzie, T.	Refuse Coil.	19-A	4	Parks Maint. Wkr.	20	5	
Overbey, T.	Packer Trk. Opr.	21	10	Parks Maint. Wkr. I	21	10	
Paul, G.	Refuse Coli.	19-A	5	Parks Maint. Wkr.	20	5	
Pettit, M.	Packer Trk. Opr.	21	10	Parks Maint. Wkr. I	21	10	
Powell, D.	Packer Trk. Opr.	21	9	Parks Maint. Wkr. I	21	9	
Reed, D.	Refuse Coil.	19-A	5	Parks Maint. Wkr.	20	5	
Reid, H.	Refuse Coli.	19-A	6	Maintenance Wkr. (Gas)	21	2	
Whitehead, H.	Packer Trk. Opr.	21	10	Parks Maint. Wkr.	21	10	
Wright, K.	Packer Trk. Opr.	21	10	*Maint. Wkr. (Sch. F)	21	6	

NOTE: All pay ranges are per Schedule E unless otherwise noted.

## ADDENDUM 4

Memorandum of Understanding  
Between  
the City of Hamilton  
and AFSCME, Ohio Council 8, Local 475

Whereas, the City of Hamilton, Ohio (“the City”) and the American Federation of State, County and Municipal Employees AFL-CIO, Ohio Council, Local 475 (the “Union”) (collectively the “Parties”) are parties to a collective bargaining agreement (“CBA”) that expired on January 14, 2015:

Whereas, the Parties have agreed to implement Paid Time Off in the success collective bargaining agreement for employees hired after January 1, 2018.

Whereas, pursuant to its bargaining obligations under Chapter 4117 of the Ohio Revised Code, the Parties have met, negotiated, and agree to the following:

The following employees shall be exempt from the Paid Time Off provisions of the collective bargaining agreement as long they are a Local 475 bargaining unit employee with the City of Hamilton:

Travis Abrams  
Tyler Babb  
William Bayer  
Christopher Bowling  
Christopher Calihan  
Kenneth Calihan  
Jeffrey Clark  
Willie Coleman  
Timothy Cremeans  
Alan Eickelberger  
John Eickelberger  
Justin Falk  
Michael Fathergill  
Joseph Foreman  
Gary Gross  
Eddie Hobson  
Michael Hoefker  
Michael Irvine  
Nicholas Lauer  
Ryan Lindsey  
Marc Lorange

Marin Lovins  
William Martin  
Brandon McIntosh  
David Meiner  
R.C. Miller  
Cody Moore  
Eric Moore  
Ryan Mullins  
Bret Noonan  
Erick Novak  
Christopher Nusky  
Adam Osswald  
Larry Parker  
Karl Poffinbarger  
Justin Rizor  
Justin Schultheiss  
Mackenzie Stewart  
Tyler Sword  
Darrell Taggart  
Denny Turman  
Eddie Welch

[Any bargaining unit employees hired between August 3, 2017 and December 31, 2017.]

This Memorandum is entered into the 3<sup>rd</sup> day of August, 2017.

**For AFSCME, Local 475:**

/s/ Michael Hoefker  
Michael Hoefker, President

/s/ Rebecca Frankenhoff  
Rebecca Frakenhoff, Staff Representative

**For the City of Hamilton:**

/s/Jim Logan  
Jim Logan, Public Utilities Director

/s/Rich Engle  
Rich Engle, Director of Public Works

Approved as to Form:

/s/ Heather Sanderson Lewis  
Heather Sanderson Lewis, Law Director